

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
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|-------------------------|----------|----------------|--------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LaSalle Business Credit | | 11/28/2000 | CORPORATION: |

| | |
|----------------------|--|
| RECEIVING PARTY DATA | |
| Name: | Academy, Ltd. |
| Composed Of: | COMPOSED OF Academy Managing Co., L.L.C., a Texas limited liability company, as its sole general partner |
| Street Address: | 1800 North Mason Road |
| City: | Katy |
| State/Country: | TEXAS |
| Postal Code: | 77449 |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS |

| | | |
|---------------------------|---------|--------------|
| PROPERTY NUMBERS Total: 2 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 1458448 | GAME WINNER |
| Registration Number: | 1516448 | STEALTH WEAR |

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|--|-------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (512)536-4598 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 512-474-5201 |
| Email: | aotrademark@fulbright.com |
| Correspondent Name: | William G. Barber |
| Address Line 1: | 600 Congress Ave., Suite 2400 |
| Address Line 4: | Austin, TEXAS 78701 |

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | ACAD:076/10026487 |
|-------------------------|-------------------|

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|--------------------|-----------------|
| NAME OF SUBMITTER: | L. Alison Davis |
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Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of November 28, 2000, by **LASALLE BUSINESS CREDIT, INC.** (the "Assignor"), in favor of **ACADEMY, LTD.** (the "Assignee").

RECITALS

A. The Assignor is the "Mortgagee" under a Patent, Trademark and License Mortgage dated September 3, 1999 recorded with the United States Patent and Trademark Office at Reel 1959, Frame 0205 on September 9, 1999 (the "Trademark Mortgage") from **COVINGTON INDUSTRIES, INC.** (the "Mortgagor").

B. The Trademark Mortgage covers, among other things, the "Trademark Property" described below.

C. Following default by the Mortgagee, the Assignor conducted a foreclosure sale of certain of the Mortgagor's property, including, without limitation, the Trademark Property and goodwill associated with the Trademark Property, including, without limitation, trademark, registration, and related goodwill and intangibles, customer lists, catalogs, scrap and other inventory, mostly remnants.

D. The Assignor desires to provide further for the disposition of the Trademark Property by the execution and delivery of this Assignment.

NOW, THEREFORE, FOR VALUE RECEIVED, the Assignor hereby grants, assigns and conveys to the Assignee all of the Mortgagor's right, title and interest in and to, the following trademarks, together with all the goodwill of Mortgagor's business connected with and symbolized by such trademarks (all of the foregoing collectively, the "Trademark Property"):

| MARK | REGISTRATION | FILED |
|--------------|--------------|------------------|
| Game Winner | 1.458,448 | January 15, 1987 |
| Stealth Wear | 1.516,448 | August 18, 1987 |

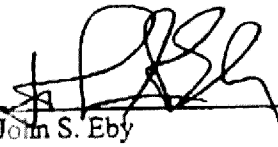
The Assignor warrants that the Assignor is selling the Trademark Property as a secured party under the Uniform Commercial Code and the Assignor warrants that: (i) it has a valid security interest in the Trademark Property and is lawfully foreclosing on the Trademark Property, and (ii) this sale shall convey all of the Debtors' interest in the Trademark Property free and clear of all liens.

Except for the foregoing warranties, this Assignment is made "AS IS" and "WHERE IS" and without warranties or representations of any kind or nature and without recourse in any event. Without limiting the generality of the foregoing, the Assignor EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with respect to the Trademark Property. By its acceptance of this Assignment, the Assignee acknowledges and agrees that the Assignor is not a merchant with respect to the Trademark Property and that the

Assignee has inspected the Trademark Property and is solely responsible for all defects and deficiencies. Without limiting the foregoing, the Assignee's sole remedy for the breach of any warranty or any other claim which the Assignee may at any time have against the Assignor with respect to the Trademark Property or the transactions contemplated in connection with the Trademark Property, shall be the recovery of damages limited to the lesser of the liquidation value of the Trademark Property which are affected or the aggregate purchase price for the Trademark Property and other property covered by a Secured Party's Bill of Sale from the Assignor in favor of the Assignee. Without in any way limiting the foregoing, the Assignor shall have no other liability for any incidental, consequential or other damages to the Assignee and the Assignee shall have no other remedies at law or in equity, which other remedies are hereby waived.

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

LASALLE BUSINESS CREDIT, INC.

By:  (SEAL)
John S. Eby
Vice President

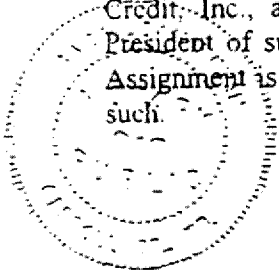
Accepted:
ACADEMY, LTD.

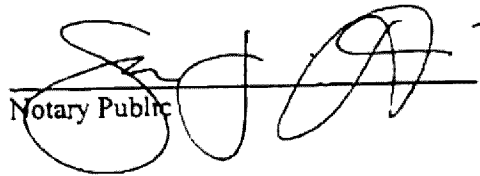
By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 28th day of November, 2000, before me personally appeared John S. Eby, to me known and being duly sworn, deposes and says that he is the Vice President of LaSalle Business Credit, Inc., an Illinois corporation, the Assignor; that he signed the Assignment as Vice President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.




Notary Public

My Commission Expires: 8-12-00 SL
~~11-28-00~~