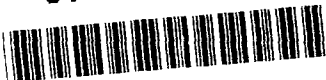


11/5/23 RECO
RE

07-02-2004



102782497

To the Honorable Commissioner of Patent

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
GART BROS. SPORTING GOODS COMPANY
1050 West Hampden Avenue
Englewood, CO 80110

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State of Colorado
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **The CIT Group/Business Credit, Inc., as Agent**
Internal Address:
Street Address: **300 South Grand Avenue**
Third Floor
City: **Los Angeles** State: **CA** ZIP: **90071**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of New York
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: August 4, 2003

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
GART SPORTS (Reg. No. 1,858,027)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mrs. Kim Walker
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____
Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

07/02/2004 LMUELLER 00000021 200052 1858027
01 FC:8521 40.00 DA
02 FC:8522 800.00 DA

6. Total number of applications and registrations involved: **33**

7. Total fee (37 CFR 3.41) \$ **520.00**
 Enclosed
 Authorized to be charged to deposit account **840**

8. Deposit account number: **20 0052**

(Attach duplicate copy of this page if paying by deposit account)

US PATENT & TRADEMARK OFFICE
2003 NOV 5 P 3:30
TRADEMARK FEE PROCESS RECEIVED

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of *my knowledge and belief*, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MRS. KIM WALKER
Name of Person Signing *Kim Walker* Signature
Tim Pearson Date: **Oct. 15, 2003**

Total number of pages including cover sheet, attachments, and document: **6**

Schedule 1 to the TRADEMARK COLLATERAL ASSIGNMENT

TRADEMARKS

Trademark	Application or Registration Date	Application Serial No. or Registration No.
GART SPORTS	10/11/94	1,858,027
GOTTA GET TO GARTS!	9/27/94	1,856,061
GART BROS. SPORTING GOODS COMPANY	5/10/94	1,835,859
GART SPORTS SUPERSTORE	10/04/94	1,857,058
GART SPORTS & Design	6/13/95	1,899,378
SNIAGRAB	11/23/76	1,053,452
ALPINE DESIGN	10/31/72	946,381
SLALOM	6/05/79	1,119,680
SS SLALOM SPORTS and Design	8/06/96	1,991,595
SS SLALOM SPORTS and Design	8/06/96	1,991,596
SNIAGRAB.COM	4/30/99	75/694,536
BIG DADDY'S SNOWBOARD EMPORIUMS	9/12/01	76/313,622
ALPINE DESIGN	8/5/03	2,748,078
ALPINE DESIGN	8/5/03	2,747,925
LIVE THE CHALLENGE	2/11/02	76/370,683
ALPINE DESIGN and Logo	2/15/02	76/371,794
Logo Alpine Design	2/15/02	76/371,734
OXIDE	3/13/02	76/382,227
DRI-LOGIC (words only)	5/10/02	76/407,194
DRI-LOGIC & Design	6/27/02	76/425,928

Tear Drop Design	6/27/02	76/425,927
HYDRO-LOGIC	6/03/02	76/417,120
EXERFORCE	4/23/03	76/509,069
SPORT ESSENTIALS (CO)	12/05/04	941134133
SPORTSCASTLE (CO)	8/14/05	851029103
SPORTSCASTLE (CO)	8/14/05	851029102
THE FINAL MARKDOWN (CO)	7/26/05	851028972
THE FINAL MARKDOWN (CO)	7/26/05	851028971
BACK TO SHOE SALE (CO)	8/18/06	851031405
SPORT ESSENTIALS (WY)	12/12/04	296388
SPORT ESSENTIALS (UT)	12/12/04	125288
SPORT ESSENTIALS (ID)	12/06/04	M14685
SPORT ESSENTIALS (MT)	12/05/04	18178-153(21)

TRADEMARK COLLATERAL ASSIGNMENT

WHEREAS, GART BROS. SPORTING GOODS COMPANY, a Colorado corporation (herein referred to as "Debtor"), (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, Debtor has entered into a Financing Agreement dated as of August 4, 2003 (the "**Financing Agreement**") among the Debtor, The Sports Authority, Inc. and certain subsidiaries of The Sports Authority, Inc. as borrowers, the CIT Group/Business Credit, Inc. as agent for the Lenders (in such capacity, the "**Agent**"), Fleet Retail Group, Inc. and Bank of America, N.A. as co-syndication agents, Wells Fargo Foothill, LLC as documentation agent and the lenders parties thereto (the "**Lenders**"). (Capitalized terms have the meanings given such terms in the Financing Agreement.); and

WHEREAS, pursuant to the Financing Agreement, Debtor has granted to the Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America or any State thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Agent's address is 300 South Grand Avenue, 3rd Floor, Los Angeles, California 90071.

IN WITNESS WHEREOF, Debtor has duly executed or caused this Trademark Collateral Assignment to be duly executed as of August 4, 2003.

GART BROS. SPORTING GOODS COMPANY,
a Colorado corporation

By: Sam Wildenberg
Name:
Title: Sr. V.P. - Finance

Schedule 1 to the TRADEMARK COLLATERAL ASSIGNMENT

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