TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE SPORTS AUTHORITY, INC.		05/03/2006	CORPORATION: DELAWARE
Slap Shot Holdings Corp.		05/03/2006	CORPORATION: DELAWARE
TSA Gift Card, Inc.		05/03/2006	CORPORATION: VIRGINIA
TSA Stores, Inc.		05/03/2006	CORPORATION: DELAWARE
The Sports Authority Michigan, Inc.		05/03/2006	CORPORATION: MICHIGAN
TSA Corporate Services, Inc.		05/03/2006	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Bank of America, N.A. as collateral agent
Street Address:	101 North Tryon Street
Internal Address:	15th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 166

Property Type	Number	Word Mark
Registration Number:	3029638	
Registration Number:	2891609	
Registration Number:	2705093	900 SERIES
Registration Number:	2882312	ALPINE DESIGN
Registration Number:	946381	ALPINE DESIGN
Registration Number:	2748078	ALPINE DESIGN
Registration Number:	2747925	ALPINE DESIGN
Registration Number:	1906156	AMERICA'S #1 FUN STORE
Registration Number:	2724117	ASK THE AUTHORITY

CH $4165.00 3029638

Registration Number:	2809484	ASPIRE
Registration Number:	2074354	AUTHORITY
Registration Number:	2335979	AUTOGRAPH AUTHORITY
Registration Number:	2074358	BASKETBALL AUTHORITY
Registration Number:	2650597	BE A SPORTS AUTHORITY A FUN & FITNESS FIELD TRIP
Registration Number:	3086960	BIG DADDY'S SNOWBOARD EMPORIUMS
Registration Number:	2449866	BOARD RAGZ
Registration Number:	1758475	BREAKPOINT
Registration Number:	2716136	CELEBRITY COACH'S CORNER
Registration Number:	2750920	CO2
Registration Number:	2757133	COME IN AND PLAY
Registration Number:	2729853	COME OUT AND PLAY
Registration Number:	1089902	
Registration Number:	2921156	DRI-LOGIC
Registration Number:	2931214	DRI-LOGIC
Registration Number:	2560142	ESTERO
Registration Number:	2082095	EXERCISE AUTHORITY
Registration Number:	2074356	FISHING AUTHORITY
Registration Number:	2701052	FIT AND TRIM
Registration Number:	2764801	FITNESS AUTHORITY
Registration Number:	2764802	FITNESS AUTHORITY
Registration Number:	2079864	FITNESS AUTHORITY
Registration Number:	2393131	FLEXTURE
Registration Number:	2082096	FOOTWEAR AUTHORITY
Registration Number:	1835859	GART BROS. SPORTING GOODS COMPANY
Registration Number:	1858027	GART SPORTS
Registration Number:	1899378	GART SPORTS
Registration Number:	2892014	GET OUT AND EXPLORE
Registration Number:	2892013	GET OUT AND GET WILD
Registration Number:	2756714	GET OUT AND PLAY
Registration Number:	2568451	GLADIATOR
Registration Number:	2074359	GOLF AUTHORITY
Registration Number:	2734173	GOLF DAY
Registration Number:	2734174	GOLF DAY
Registration Number:	1856061	GOTTA GET TO GARTS!

Registration Number:	2560385	GRIP TIGHT
Registration Number:	2079866	HOCKEY AUTHORITY
Registration Number:	2509079	HOT NEW NOW
Registration Number:	2074357	HUNTING AUTHORITY
Registration Number:	2765240	HYDROMATIC
Registration Number:	2074353	IN-LINE SKATE AUTHORITY
Registration Number:	2767916	JUST PLAY MORE
Registration Number:	2667388	KNEE AID
Registration Number:	2759363	LEAGUE AUTHORITY
Registration Number:	2284347	MAIL AUTHORITY
Registration Number:	2079867	MARINE AUTHORITY
Registration Number:	2652454	MASSE
Registration Number:	2075911	MOUNTAIN TEK
Registration Number:	2274898	MOUNTAIN TEK GOLF
Registration Number:	2362143	MOUNTAIN TEK OUTFITTERS
Registration Number:	2409017	MOUNTAIN TEK SPORT
Registration Number:	2335185	MUSCLE AUTHORITY
Registration Number:	2650405	OCEAN RIDGE
Registration Number:	1065033	OSHMAN'S
Registration Number:	1122841	OSHMAN'S
Registration Number:	1087854	OSHMAN'S SKI SKOOL
Registration Number:	1090983	OSSI
Registration Number:	1435673	OSSI
Registration Number:	2352137	OUTDOOR AUTHORITY
Registration Number:	2076213	OUTERWEAR AUTHORITY
Registration Number:	2749845	OUTFITTERS EXPEDITION
Registration Number:	2971311	OXIDE
Registration Number:	2707513	PARKSIDE
Registration Number:	2475988	PARTS AUTHORITY
Registration Number:	2652089	PERFORMANCE OUTFITTERS
Registration Number:	2229807	PET AUTHORITY
Registration Number:	2282414	POWER & AUTHORITY
Registration Number:	2753632	PRO V2
Registration Number:	2690197	PRO V2
Registration Number:	2858034	PRO V2

Registration Number:	2599107	ROLLER CRUISER II
Registration Number:	2082097	RUNNING AUTHORITY
Registration Number:	2074352	SHOE & APPAREL AUTHORITY
Registration Number:	1991595	SS SLALOM SPORTS
Registration Number:	1053452	SNIAGRAB
Registration Number:	0922563	SOME STORES HAVE ALL THE FUN
Registration Number:	1455882	SPORTMART
Registration Number:	2848198	SPORTMART EXPRESS
Registration Number:	1527526	SPORTS AUTHORITY
Registration Number:	2662719	SPORTS AUTHORITY
Registration Number:	2845586	SPORTS AUTHORITY
Registration Number:	2685959	SPORTS AUTHORITY
Registration Number:	2771744	SPORTS AUTHORITY
Registration Number:	2843116	SPORTS AUTHORITY
Registration Number:	2520657	SPORTSAUTHORITY.COM
Registration Number:	1464035	SPORTSCASTLE
Registration Number:	1991596	SS SLALOM SPORTS
Registration Number:	2542754	STRIGA
Registration Number:	2542753	STRIGA SOCCER
Registration Number:	2622149	STRIGA SOCCER
Registration Number:	1692056	SUPERSPORTS USA
Registration Number:	2155749	SURF SOUL OUTFITTERS
Registration Number:	2074355	TEAM SPORTS AUTHORITY
Registration Number:	2076214	TENNIS AUTHORITY
Registration Number:	2940835	THE ADVENTURE AUTHORITY
Registration Number:	2512438	THE AFFILIATE AUTHORITY
Registration Number:	2813728	THE AUTHORITY FOR MOM
Registration Number:	2101178	THE AUTHORITY ON SPORTING GOODS
Registration Number:	2484185	THE BALL AUTHORITY
Registration Number:	2003381	THE BICYCLE AUTHORITY
Registration Number:	2898316	THE CAMPING AUTHORITY
Registration Number:	2685972	THE DIVE AUTHORITY
Registration Number:	2953489	THE GAMES AUTHORITY
Registration Number:	2865103	THE KNIFE AUTHORITY
Registration Number:	1937000	THE LOW PRICE AUTHORITY

Registration Number:	2275400	THE MATTRESS AUTHORITY
Registration Number:	2599156	THE OUTLET AUTHORITY
Registration Number:	2671702	THE PAINTBALL AUTHORITY
Registration Number:	2705328	THE PLAY AUTHORITY
Registration Number:	2474730	THE SADDLE AUTHORITY
Registration Number:	1688221	THE SKI AUTHORITY
Registration Number:	2267567	THE SMOOTHIE AUTHORITY
Registration Number:	1529035	THE SPORTS AUTHORITY
Registration Number:	1821430	THE SPORTS AUTHORITY
Registration Number:	2352166	THE SPORTS AUTHORITY
Registration Number:	2274172	THE SPORTS AUTHORITY
Registration Number:	2333857	THE SPORTS AUTHORITY
Registration Number:	2071449	THE SPORTS AUTHORITY
Registration Number:	2102208	THE SPORTS AUTHORITY
Registration Number:	2698350	THE SPORTS AUTHORITY DIRECT
Registration Number:	2719929	THE SPORTS AUTHORITY DIRECT
Registration Number:	2618333	THE SPORTS AUTHORITY.COM
Registration Number:	2409389	THESPORTSAUTHORITY.COM
Registration Number:	2589751	TONE-A-BALL
Registration Number:	2595849	TONE-A-BAR
Registration Number:	2900519	TOUR COLLECTION
Registration Number:	2948633	TOUR COLLECTION
Registration Number:	3027229	TOUR COLLECTION
Registration Number:	2586553	TRANQUIL ESCAPES
Registration Number:	2934198	TROPHY AUTHORITY
Registration Number:	2747769	TRU-FLIGHT
Registration Number:	2645727	TSA
Registration Number:	2677639	TSA ATHLETIC
Registration Number:	2626263	TSA TOTAL SPORTS AMERICA
Registration Number:	2442966	WAVERUNNER
Registration Number:	2568302	WOODBRIDGE
Registration Number:	3024395	YOUR GOLF DAY AUTHORITY
Registration Number:	2813366	YOUR ONLINE AUTHORITY
Registration Number:	2776173	YOUR PLAY TIME PLACE
Registration Number:	2903850	YOUR SERVICE AUTHORITY

Registration Number:	2600220	YOUR SUMMER AUTHORITY
Serial Number:	76285514	NORTHPOINT
Serial Number:	78146625	HEALTH AUTHORITY
Serial Number:	78146633	THE HEALTH AUTHORITY
Serial Number:	78161887	THE GIFT AUTHORITY
Serial Number:	78207412	CO2
Serial Number:	78265245	THE BASEBALL AUTHORITY
Serial Number:	78265250	THE SOCCER AUTHORITY
Serial Number:	78265253	THE FOOTBALL AUTHORITY
Serial Number:	78318945	TEAM AUTHORITY
Serial Number:	78404259	GART SPORTS GOAL CARD
Serial Number:	78404265	SPORTMART GOAL CARD
Serial Number:	78404269	OSHMAN'S GOAL CARD
Serial Number:	78432141	PRO V2
Serial Number:	78452763	ROYAL FLUSH
Registration Number:	1119680	SLALOM
Registration Number:	1857058	GART SPORTS SUPERSTORE

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	05/16/2006

Total Attachments: 21

source=sports authority - boa - tm 05-11#page3.tif

source=sports authority - boa - tm 05-11#page4.tif

source=sports authority - boa - tm 05-11#page5.tif

source=sports authority - boa - tm 05-11#page6.tif

source=sports authority - boa - tm 05-11#page7.tif

source=sports authority - boa - tm 05-11#page8.tif

source=sports authority - boa - tm 05-11#page9.tif

source=sports authority - boa - tm 05-11#page10.tif
source=sports authority - boa - tm 05-11#page11.tif
source=sports authority - boa - tm 05-11#page12.tif
source=sports authority - boa - tm 05-11#page13.tif
source=sports authority - boa - tm 05-11#page14.tif
source=sports authority - boa - tm 05-11#page15.tif
source=sports authority - boa - tm 05-11#page16.tif
source=sports authority - boa - tm 05-11#page17.tif
source=sports authority - boa - tm 05-11#page18.tif
source=sports authority - boa - tm 05-11#page19.tif
source=sports authority - boa - tm 05-11#page20.tif
source=sports authority - boa - tm 05-11#page21.tif
source=sports authority - boa - tm 05-11#page22.tif
source=sports authority - boa - tm 05-11#page23.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 3, 2006, by and among (a) THE SPORTS AUTHORITY, INC., a Delaware corporation (the "Borrower"), (b) each of the Persons listed on Schedule I hereto (each such Person, individually, a "Guarantor" and, collectively, the "Guarantors") (the Borrower and the Guarantors are hereinafter referred to, individually, as a "Grantor" and, collectively, as the "Grantors"), and (c) BANK OF AMERICA, N.A., a national banking association, as collateral agent (in such capacity, the "Collateral Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of May 3, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and between, among others, (i) the Grantors, (ii) Bank of America, N.A., as administrative agent (in such capacity, the "Administrative Agent") for its own benefit and the benefit of the other Secured Parties, (iii) the Collateral Agent, (iv) the lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), (v) Banc of America Securities LLC, as Sole Lead Arranger, (vi) Credit Suisse Securities (USA) LLC, as Syndication Agent, and (vii) Lehman Commercial Paper Inc., as Documentation Agent, pursuant to which the Lenders have agreed to make Loans to the Borrower upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, reference is also made to that certain Guaranty, dated as of May 3, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty"), executed by the Guarantors (other than Slap Shot Holdings Corp.) in favor of the Administrative Agent, the Collateral Agent, and the other Secured Parties, pursuant to which each Guarantor guarantees the payment and performance of the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, the obligations of the Lenders to make Loans are conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of May 3, 2006 (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined herein), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby ac-

knowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the UCC shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided, further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Administrative Agent" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Borrower" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Collateral" shall have the meaning assigned to such term in the Security Agreement.

"Collateral Agent" shall have the meaning assigned to such term in the preamble of this Agreement.

"Copyrights" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

"Copyright Office" shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

TRADEMARK
REEL: 003309 FRAME: 0794

"Grantor" and "Grantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Guarantor" and "Guarantors" shall have the meaning assigned to such terms in the preamble of this Agreement.

"Guaranty" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Intellectual Property" shall have the meaning assigned to such term in Section 3 of this Agreement.

"Intercompany License" shall mean that certain License Agreement dated as of December 31, 2003, pursuant to which TSA Corporate Services, Inc. has licensed to TSA Stores, Inc. and The Sports Authority Michigan, Inc. certain Intellectual Property, as amended, modified, supplemented or restated and in effect from time to time.

"IP Collateral" shall have the meaning assigned to such term in Section 2 of this Agreement.

"Lender" and "Lenders" shall have the meaning assigned to such terms in the preliminary statement of this Agreement.

"Licenses" shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property, including, without limitation, the Intercompany License.

"Patents" shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patent registrations listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Patent Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

"Permitted Liens" shall have the meaning assigned to such term in the Security Agreement.

"PTO" shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

"Secured Obligations" shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guaranty).

"Security Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

TRADEMARK
REEL: 003309 FRAME: 0795

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.02 through 1.05 of the Credit Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest (as defined in the Security Agreement) granted by the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the "IP Collateral"):

(a) All Copyrights and Copyright Licenses;

(b) All Patents and Patent Licenses;

(c) All Trademarks and Trademark Licenses;

(d) All other Licenses;

(e) All renewals of any of the foregoing;

(f) All trade secrets, know-how and other proprietary information; works of authorship and other copyright works (including copyrights for computer programs), and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing, and any Licenses in any of the foregoing, and all other Intellectual Property and proprietary rights;

TRADEMARK
REEL: 003309 FRAME: 0796

(g) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(h) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof;

(i) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing; and

(j) All of the Grantors' rights corresponding to any of the foregoing throughout the world.

SECTION 3. Protection of Intellectual Property by Grantors. Except as set forth below in this Section 3, each of the Grantors shall undertake the following with respect to each of the items respectively described in Sections 2(a), (b), (c), (d), (e), (f) and (g) (collectively, the "Intellectual Property"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing and prosecution of the Intellectual Property and take all other steps reasonably necessary to maintain each registration of the Intellectual Property, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) At the Grantors' sole cost, expense, and risk, pursue the processing and prosecution of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) At the Grantors' sole cost, expense, and risk, take any and all action which the Grantors reasonably deem necessary or desirable under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions, except, in each case, to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 4. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

TRADEMARK
REEL: 003309 FRAME: 0797

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyright registrations owned by such Grantor and all Copyright Licenses to which such Grantor is a party as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by such Grantor and all Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademark registrations owned by such Grantor and all Trademark Licenses to which such Grantor is a party as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B** and **C**, none of the Intellectual Property owned by such Grantor is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor as of the date hereof.

(e) All IP Collateral owned by any Grantor is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Liens.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property reasonably necessary for the conduct of its business as currently conducted. No claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property, or the validity or effectiveness of any of its Intellectual Property, that could reasonably be expected to have a Material Adverse Effect Such Grantor considers that the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(g) To the extent required by the terms of the Intercompany License, each Grantor which is a party to the Intercompany License has consented, and hereby consents, to the execution and delivery of this Agreement by each other Grantor party to the Intercompany License Agreement (including, without limitation, the granting of a Lien and security interest to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, in all rights of each such Grantor thereunder).

(h) Such Grantor shall give the Collateral Agent prompt written notice (but, in no event, more frequently than quarterly, unless an Event of Default has occurred and is continuing), with reasonable detail, following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, or being issued a registration in or receiving an issuance of, any new Intellectual Property, or otherwise acquiring ownership of any registered Intellectual Property (other than the acquisition by such Grantor of the right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

TRADEMARK
REEL: 003309 FRAME: 0798

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property (other than commercially available off the shelf computer programs, products or applications and such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iv) Such Grantor's knowing, or having reason to know, that any registration relating to any Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity or enforceability of, any Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(i) None of the Grantors will, without the Collateral Agent's prior written consent, modify, amend, supplement, replace or terminate the Intercompany License in any manner which could reasonably be expected to have a Material Adverse Effect. Except for the Intercompany License, no other exclusive license or exclusive sublicense shall be granted to any Person with respect to Intellectual Property which is the subject of the Intercompany License (except for any such license or sublicense in connection with any line of business in which such Grantor does not operate) unless such Person enters into an agreement reasonably satisfactory to the Collateral Agent acknowledging, consenting, and subordinating such Person's rights to the Collateral Agent's rights granted by this Agreement and Section 8.02 of the Security Agreement. The license granted in Section 8.02 of the Security Agreement shall remain in full force and effect throughout the term of this Agreement, notwithstanding the release of any Grantor hereunder or the termination of any Grantor's rights and obligations under the Intercompany License.

SECTION 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii), (iii), and (iv) of Section 4(h), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall promptly (but, in no event, more frequently than quarterly, unless an Event of Default has occurred and is continuing) deliver to the Collateral Agent an updated **EXHIBIT A, B,** and/or **C** (as applicable) to this Agreement and hereby authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(b).

TRADEMARK
REEL: 003309 FRAME: 0799

(b) Each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Collateral Agent with written notice of the Grantors' institution of any legal proceedings for enforcement of any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this Section 6.

SECTION 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within fifteen (15) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Collateral Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Collateral Agent's own right in connection therewith.

SECTION 8. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

TRADEMARK
REEL: 003309 FRAME: 0800

SECTION 9. Collateral Agent as Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Secured Parties:

(i) To supplement and amend from time to time EXHIBITS A, B and C of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Collateral Agent.

SECTION 10. Collateral Agent's Rights. Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest (as defined in the Security Agreement) granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Collateral Agent thereunder) shall apply to the IP Col-

TRADEMARK
REEL: 003309 FRAME: 0801

lateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the terms of the Security Agreement shall control with respect to all other Collateral.

SECTION 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Commitments have expired or been terminated and (ii) all of the Secured Obligations have been paid in full in cash or otherwise satisfied (other than any indemnity obligation for unasserted claims that by its terms survives the termination of this Agreement or the Credit Agreement), at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; provided, however, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

SECTION 14. Choice of Laws. It is intended that all rights and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed by the laws of the State of New York.

SECTION 15. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control, provided that nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement which, as among the Grantors and the Collateral Agent, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 003309 FRAME: 0802

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BORROWER:

THE SPORTS AUTHORITY, INC.

By: Thomas R. Wildenberg
Name: Thomas R. Wildenberg
Title: Senior Vice President - Finance

GUARANTORS:

SLAP SHOT HOLDINGS CORP.
TSA STORES, INC.
THE SPORTS AUTHORITY MICHIGAN, INC.
TSA CORPORATE SERVICES, INC.
TSA GIFT CARD, INC.

By: Thomas R. Wildenberg
Name: Thomas R. Wildenberg
Title: Senior Vice President - Finance

TRADEMARK
REEL: 003309 FRAME: 0803

COLLATERAL AGENT: **BANK OF AMERICA, N.A.**

By: _____
Name: John Fulton
Title: Vice President

TRADEMARK
REEL: 003309 FRAME: 0804

EXHIBIT A

Copyrights

None.

TRADEMARK
REEL: 003309 FRAME: 0805

EXHIBIT B

Patents

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
The Sports Authority Michigan, Inc.	US 5,918,750	Fixture for Displaying Merchandise
TSA Stores, Inc. (as successor in interest to Sportmart, Inc.)	US 5,274,933	Method and Apparatus for Displaying and Testing Self-Service Shoes
TSA Stores, Inc. (as successor in interest to Oshman's Sporting Goods, Inc.)	US 4,928,535	Method and Apparatus for Measuring Ski Boot Binding Release Torque

TRADEMARK
REEL: 003309 FRAME: 0806

EXHIBIT C

Trademarks

900 SERIES	2,705,093	4/8/2003	TSA Corporate Services, Inc.	Registered
ALPINE DESIGN	946,381	10/31/1972	TSA Corporate Services, Inc.	Registered
ALPINE DESIGN	2,748,078	8/5/2003	TSA Corporate Services, Inc.	Registered
ALPINE DESIGN	2,747,925	8/5/2003	TSA Corporate Services, Inc.	Registered
Alpine DESIGN	2,882,312	9/7/2004	TSA Corporate Services, Inc.	Registered
AMERICA'S #1 FUN STORE	1,906,156	7/18/1995	TSA Corporate Services, Inc.	Registered
ASK THE AUTHORITY	2,724,117	6/10/2003	TSA Corporate Services, Inc.	Registered
ASPIRE	2,809,484	1/27/2004	The Sports Authority Michigan, Inc.	Registered
AUTHORITY	2,074,354	6/24/1997	TSA Corporate Services, Inc.	Registered
AUTOGRAPH AUTHORITY	2,335,979	3/28/2000	TSA Corporate Services, Inc.	Registered
BASKETBALL AUTHORITY	2,074,358	6/24/1997	TSA Corporate Services, Inc.	Registered
BIG SPORTS AUTHORITY	2,650,597	11/12/2002	TSA Corporate Services, Inc.	Registered
BIG DADDY'S SNOWBOARD EMPORIUMS	76/313,622	9/12/2001	TSA Corporate Services, Inc.	Published
BOARD RAGZ	2,449,866	5/8/2001	TSA Corporate Services, Inc.	Registered
BREAKPOINT	1,758,475	3/16/1993	TSA Corporate Services, Inc.	Registered
CELEBRITY COACH'S CORNER	2,716,136	5/13/2003	TSA Corporate Services, Inc.	Registered
CO2	2,750,920	8/12/2003	TSA Corporate Services, Inc.	Registered
CO2	78/207,412	1/27/2003	The Sports Authority Michigan, Inc.	Allowed
COME IN AND PLAY	2,757,133	8/26/2003	TSA Corporate Services, Inc.	Registered
COME OUT AND PLAY	2,729,853	6/24/2003	The Sports Authority Michigan, Inc.	Registered
	3,029,638	12/13/2005	The Sports Authority Michigan, Inc.	Registered
	1,089,902	4/18/1978	TSA Corporate Services, Inc.	Registered
	2,891,609	10/5/2004	TSA Corporate Services, Inc.	Registered

DRI-LOGIC	2,931,214	3/8/2005	TSA Corporate Services, Inc.	Registered
dri-logic	2,921,156	1/25/2005	TSA Corporate Services, Inc.	Registered
ESTERO	2,560,142	4/9/2002	TSA Corporate Services, Inc.	Registered
EXERCISE AUTHORITY	2,082,095	7/22/1997	TSA Corporate Services, Inc.	Registered
FISHING AUTHORITY	2,074,356	6/24/1997	TSA Corporate Services, Inc.	Registered
FIT AND TRIM	2,701,052	3/25/2003	TSA Corporate Services, Inc.	Registered
FITNESS AUTHORITY	2,079,864	7/15/1997	TSA Corporate Services, Inc.	Registered
FITNESS AUTHORITY	2,764,802	9/16/2003	TSA Corporate Services, Inc.	Registered
FITNESS	2,764,801	9/16/2003	TSA Corporate Services, Inc.	Registered
FLEXTURE	2,393,131	10/10/2000	TSA Corporate Services, Inc.	Registered
FOOTWEAR AUTHORITY	2,082,096	7/22/1997	TSA Corporate Services, Inc.	Registered
GART BROS. SPORTING GOODS COMPANY	1,835,859	5/10/1994	TSA Corporate Services, Inc.	Registered
GART SPORTS	1,858,027	10/11/1994	TSA Corporate Services, Inc.	Registered
GART SPORTS	1,899,378	6/13/1995	TSA Corporate Services, Inc.	Registered
GART SPORTS GOAL CARD	78/404,259	4/19/2004	TSA Corporate Services, Inc.	Allowed
GART SPORTS SUPERSTORE	1,857,058	10/4/1994	TSA Corporate Services, Inc.	Registered
GET OUT AND EXPLORE	2,892,014	10/5/2004	The Sports Authority Michigan, Inc.	Registered
GET OUT AND GET WILD	2,892,013	10/5/2004	The Sports Authority Michigan, Inc.	Registered
GET OUT AND PLAY	2,756,714	8/26/2003	TSA Corporate Services, Inc.	Registered
GLADIATOR	2,568,451	5/7/2002	TSA Corporate Services, Inc.	Registered
GOLF AUTHORITY	2,074,359	6/24/1997	TSA Corporate Services, Inc.	Registered
GOLF DAY	2,734,173	7/8/2003	TSA Corporate Services, Inc.	Registered
GOLF DAY	2,734,174	7/8/2003	TSA Corporate Services, Inc.	Registered
GOTTA GET TO GARTS!	1,856,061	9/27/1994	TSA Corporate Services, Inc.	Registered
GRIP TIGHT	2,560,385	4/9/2002	TSA Corporate Services, Inc.	Registered
HEALTH AUTHORITY	78/146,625	7/23/2002	The Sports Authority Michigan, Inc.	Allowed
HOCKEY AUTHORITY	2,079,866	7/15/1997	TSA Corporate Services, Inc. (appears to have a security agreement recorded in error between Carl Karcher Enterprises and BNP Paribas)	Registered
HOT NEW NOW	2,509,079	11/20/2001	TSA Corporate Services, Inc.	Registered
HUNTING AUTHORITY	2,074,357	6/24/1997	TSA Corporate Services, Inc.	Registered
HYDROMATIC	2,765,240	9/16/2003	TSA Corporate Services, Inc.	Registered
IN-LINE SKATE AUTHORITY	2,074,353	6/24/1997	TSA Corporate Services, Inc.	Registered
JUST PLAY MORE	2,767,916	9/23/2003	The Sports Authority	Registered

			Michigan, Inc.	
KNEE AID (Supplemental Register)	2,667,388	12/24/2002	TSA Corporate Services, Inc.	Registered
LEAGUE AUTHORITY	2,759,363	9/2/2003	TSA Corporate Services, Inc.	Registered
MAIL AUTHORITY	2,284,347	10/12/1999	TSA Corporate Services, Inc.	Registered
MARINE AUTHORITY	2,079,867	7/15/1997	TSA Corporate Services, Inc.	Registered
MASSÉ	2,652,454	11/19/2002	TSA Corporate Services, Inc.	Registered
MOUNTAIN TEK GOLF	2,274,898	8/31/1999	TSA Corporate Services, Inc.	Registered
MOUNTAIN TEK	2,075,911	7/1/1997	TSA Corporate Services, Inc.	Registered
MOUNTAIN TEK OUTFITTERS	2,362,143	6/27/2000	TSA Corporate Services, Inc.	Registered
MOUTAIN TEK SPORT	2,409,017	11/28/2000	TSA Corporate Services, Inc.	Registered
MUSCLE AUTHORITY	2,335,185	3/28/2000	TSA Corporate Services, Inc.	Registered
NORTHPOINT	76/285,514	7/16/2001	The Sports Authority Michigan, Inc.	Allowed
OCEAN RIDGE	2,650,405	11/12/2002	TSA Corporate Services, Inc.	Registered
OSHMAN'S	1,122,841	7/24/1979	TSA Corporate Services, Inc.	Registered
OSHMAN'S	1,065,033	5/3/1977	TSA Corporate Services, Inc	Registered
OSHMAN'S GOAL CARD	78/404,269	4/19/2004	TSA Corporate Services, Inc.	Allowed
	1,087,854	3/21/1978	TSA Corporate Services, Inc.	Registered
OSSI	1,435,673	4/7/1987	TSA Corporate Services, Inc.	Registered
OSSI	1,090,983	5/9/1978	TSA Corporate Services, Inc.	Registered
OUTDOOR AUTHORITY	2,352,137	5/23/2000	TSA Corporate Services, Inc.	Registered
OUTERWEAR AUTHORITY	2,076,213	7/1/1997	TSA Corporate Services, Inc.	Registered
OUTFITTERS EXPEDITION	2,749,845	8/12/2003	TSA Corporate Services, Inc.	Registered
OXIDE	2,971,311	7/19/2005	TSA Corporate Services, Inc.	Registered
PARKSIDE	2,707,513	4/15/2003	TSA Corporate Services, Inc.	Registered
PARTS AUTHORITY	2,475,988	8/7/2001	TSA Corporate Services, Inc.	Registered
PERFORMANCE OUTFITTERS	2,652,089	11/19/2002	TSA Corporate Services, Inc.	Registered
PET AUTHORITY	2,229,807	3/9/1999	TSA Corporate Services, Inc.	Registered
POWER & AUTHORITY	2,282,414	10/5/1999	TSA Corporate Services, Inc.	Registered
PRO V2	2,753,632	8/19/2003	TSA Corporate Services, Inc.	Registered
PRO V2	2,858,034	6/29/2004	TSA Corporate Services, Inc.	Registered
PRO V2	78/432,141	6/9/2004	TSA Corporate Services, Inc.	Allowed
PRO V2	2,690,197	2/25/2003	TSA Corporate Services, Inc.	Registered
ROLLER CRUISER II	2,599,107	7/23/2002	TSA Corporate Services, Inc.	Registered
ROYAL FLUSH	78/452,763	7/19/2004	TSA Corporate Services, Inc.	Allowed
RUNNING AUTHORITY	2,082,097	7/22/1997	TSA Corporate Services, Inc.	Registered
SHOE & APPAREL AUTHORITY	2,074,352	6/24/1997	TSA Corporate Services, Inc.	Registered
SLALOM	1,119,680	6/5/1979	TSA Corporate Services, Inc.	Registered
SNIAGRAB	1,053,452	11/23/1976	TSA Corporate Services, Inc.	Registered

SOME STORES HAVE ALL THE FUN	922,563	10/19/1971	TSA Corporate Services, Inc.	Registered
SPORTMART	1,455,882	9/1/1987	TSA Corporate Services, Inc.	Registered
SPORTMART EXPRESS	2,848,198	6/1/2004	TSA Stores, Inc.	Registered
SPORTMART GOAL CARD	78/404,265	4/19/2004	TSA Corporate Services, Inc.	Allowed
SPORTS AUTHORITY	2,685,959	2/11/2003	TSA Corporate Services, Inc.	Registered
SPORTS AUTHORITY	1,527,526	2/28/1989	TSA Corporate Services, Inc.	Registered
SPORTS AUTHORITY	2,771,744	10/7/2003	TSA Corporate Services, Inc.	Registered
SPORTS AUTHORITY	2,843,116	5/18/2004	TSA Corporate Services, Inc.	Registered
SPORTS AUTHORITY	2,662,719	12/17/2002	TSA Corporate Services, Inc.	Registered
SPORTS AUTHORITY	2,845,586	5/25/2004	The Sports Authority Michigan, Inc.	Registered
SPORTSAUTHORITY.COM	2,520,657	12/18/2001	TSA Corporate Services, Inc.	Registered
SPORTSCASTLE	1,464,035	11/3/1987	TSA Corporate Services, Inc.	Registered
SLALOM SPORTS	1,991,595	8/6/1996	TSA Corporate Services, Inc.	Registered
	1,991,596	8/6/1996	TSA Corporate Services, Inc.	Registered
STRIGA	2,542,754	2/26/2002	TSA Corporate Services, Inc.	Registered
STRIGA SOCCER	2,622,149	9/17/2002	TSA Corporate Services, Inc.	Registered
STRIGA SOCCER	2,542,753	2/26/2002	TSA Corporate Services, Inc.	Registered
SUPERSPORTS USA	1,692,056	6/9/1992	TSA Corporate Services, Inc.	Registered
SURF SOUL OUTFITTERS	2,155,749	5/5/1998	TSA Corporate Services, Inc.	Registered
TEAM AUTHORITY	78/318,945	10/27/2003	TSA Corporate Services, Inc.	Allowed
TEAM SPORTS AUTHORITY	2,074,355	6/24/1997	TSA Corporate Services, Inc.	Registered
TENNIS AUTHORITY	2,076,214	7/1/1997	TSA Corporate Services, Inc.	Registered
THE ADVENTURE AUTHORITY	2,940,835	4/12/2005	The Sports Authority Michigan, Inc.	Registered
THE AFFILIATE AUTHORITY	2,512,438	11/27/2001	TSA Corporate Services, Inc.	Registered
THE AUTHORITY FOR MOM	2,813,728	2/10/2004	The Sports Authority Michigan, Inc.	Registered
THE AUTHORITY ON SPORTING GOODS	2,101,178	9/30/1997	TSA Corporate Services, Inc.	Registered
THE BALL AUTHORITY	2,484,185	9/4/2001	TSA Corporate Services, Inc.	Registered
THE BASEBALL AUTHORITY	78/265,245	6/20/2003	The Sports Authority Michigan, Inc.	Allowed
THE BICYCLE	2,003,381	9/24/1996	TSA Corporate Services, Inc.	Registered

AUTHORITY				
THE CAMPING AUTHORITY	2,898,316	10/26/2004	The Sports Authority Michigan, Inc.	Registered
THE DIVE AUTHORITY	2,685,972	2/11/2003	TSA Corporate Services, Inc.	Registered
THE FOOTBALL AUTHORITY	78/265,253	6/20/2003	The Sports Authority Michigan, Inc.	Allowed
THE GAMES AUTHORITY	2,953,489	5/17/2005	The Sports Authority Michigan, Inc.	Registered
THE GIFT AUTHORITY	78/161,887	9/9/2002	The Sports Authority Michigan, Inc.	Allowed
THE HEALTH AUTHORITY	78/146,633	7/23/2002	The Sports Authority Michigan, Inc.	Allowed
THE KNIFE AUTHORITY	2,865,103	7/20/2004	TSA Corporate Services, Inc.	Registered
THE LOW PRICE AUTHORITY	1,937,000	11/21/1995	TSA Corporate Services, Inc.	Registered
THE MATTRESS AUTHORITY	2,275,400	9/7/1999	TSA Corporate Services, Inc.	Registered
THE OUTLET AUTHORITY	2,599,156	7/23/2002	TSA Corporate Services, Inc.	Registered
THE PAINTBALL AUTHORITY	2,671,702	1/7/2003	TSA Corporate Services, Inc.	Registered
THE PLAY AUTHORITY	2,705,328	4/8/2003	TSA Corporate Services, Inc.	Registered
THE SADDLE AUTHORITY	2,474,730	8/7/2001	TSA Corporate Services, Inc.	Registered
THE SKI AUTHORITY	1,688,221	5/19/1992	TSA Corporate Services, Inc.	Registered
	2,267,567	8/3/1999	TSA Corporate Services, Inc.	Registered
THE SOCCER AUTHORITY	78/265,250	6/20/2003	The Sports Authority Michigan, Inc.	Allowed
THE SPORTS AUTHORITY	1,821,430	2/15/1994	TSA Corporate Services, Inc.	Registered
THE SPORTS AUTHORITY	2,352,166	5/23/2000	TSA Corporate Services, Inc.	Registered
THE SPORTS AUTHORITY	2,071,449	6/17/1997	TSA Corporate Services, Inc.	Registered
THE SPORTS AUTHORITY	2,102,208	9/30/1997	TSA Corporate Services, Inc.	Registered
THE SPORTS AUTHORITY	2,274,172	8/31/1999	TSA Corporate Services, Inc.	Registered
THE SPORTS AUTHORITY	2,333,857	3/21/2000	TSA Corporate Services, Inc.	Registered
THE SPORTS AUTHORITY	1,529,035	3/7/1989	TSA Corporate Services, Inc.	Registered
THE SPORTS AUTHORITY DIRECT	2,698,350	3/18/2003	TSA Corporate Services, Inc.	Registered
THE SPORTS AUTHORITY Direct	2,719,929	5/27/2003	TSA Corporate Services, Inc.	Registered

THE SPORTS	2,618,333	9/10/2002	TSA Corporate Services, Inc.	Registered
THESPORTSAUTHORITY.COM	2,409,389	11/28/2000	TSA Corporate Services, Inc.	Registered
TONE-A-BALL	2,589,751	7/2/2002	TSA Corporate Services, Inc.	Registered
TONE-A-BAR	2,595,849	7/16/2002	TSA Corporate Services, Inc.	Registered
TOUR COLLECTION	2,948,633	5/10/2005	TSA Corporate Services, Inc.	Registered
TOUR COLLECTION	2,900,519	11/2/2004	TSA Corporate Services, Inc. (assignment data unavailable)	Registered
TRANQUIL ESCAPES	2,586,553	6/25/2002	TSA Corporate Services, Inc.	Registered
TROPHY AUTHORITY	2,934,198	3/15/2005	The Sports Authority Michigan, Inc.	Registered
TRU-FLIGHT	2,747,769	8/5/2003	TSA Corporate Services, Inc.	Registered
TSA	2,645,727	11/5/2002	TSA Corporate Services, Inc.	Registered
TSA ATHLETIC	2,677,639	1/21/2003	TSA Corporate Services, Inc.	Registered
TSA TOTAL SPORTS AMERICA	2,626,263	9/24/2002	TSA Corporate Services, Inc.	Registered
WAVERUNNER	2,442,966	4/10/2001	TSA Corporate Services, Inc.	Registered
WOODBRIDGE	2,568,302	5/7/2002	TSA Corporate Services, Inc.	Registered
YOUR GOLF DAY AUTHORITY	3,024,395	12/6/2005	The Sports Authority Michigan, Inc.	Registered
YOUR ONLINE AUTHORITY	2,813,366	2/10/2004	TSA Corporate Services, Inc.	Registered
YOUR PLAY TIME PLACE	2,776,173	10/21/2003	The Sports Authority Michigan, Inc.	Registered
YOUR SERVICE AUTHORITY	2,903,850	11/16/2004	The Sports Authority Michigan, Inc.	Registered
TOUR COLLECTION	3,027,229	12/13/2005	TSA Corporate Services, Inc.	Registered
YOUR SUMMER AUTHORITY	2,600,220	7/30/2002	TSA Corporate Services, Inc.	Registered

TRADEMARK LICENSES

Mega Sports Co. Ltd. has a license to use SPORTS AUTHORITY and related marks in Japan and to operate Sportsh Authority stores there.

GSI has a license to use SPORTS AUTHORITY and related marks and to operate www.thesportsauthority.com.

Yogurt Ventures has a license to use SMOOTHIE AUTHORITY on smoothie cups and smoothie stands.

Bauer Nike has a license to use POWER & AUTHORITY on hockey-related sporting goods

Drayton Plains Veterinary Clinic and Dr. Gloria Williams has a license to use THE PET AUTHORITY in connection with their veterinary clinic.

SCHEDULE I

Guarantors

Slap Shot Holdings Corp.
TSA Stores, Inc.
TSA Gift Card, Inc.
The Sports Authority Michigan, Inc.
TSA Corporate Services, Inc.

ws2F5.tmp

TRADEMARK
RECORDED: 05/16/2006
REEL: 003309 FRAME: 0813