

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chick's Sporting Goods, Inc.		02/29/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1952333	CHICK'S SPORTING GOODS	
CORRESPONDENCE DATA			
Fax Number:	(212)230-7735		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123186535		
Email:	traceybennett@paulhastings.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Paul, Hastings, Janofsky & Walker		
Address Line 2:	75 E. 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	56704.00084		
NAME OF SUBMITTER:	Tracey D. Bennett		
Signature:	/s/Tracey D. Bennett		
Date:	03/03/2008		

CH \$40.00 1952333

Total Attachments: 34

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2004 (the "Trademark Security Agreement"), by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Dick's Sporting Goods, Inc., a Delaware corporation ("Borrower"), the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to continue to make the Revolving Credit Loans and to continue to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by the other Grantors;

WHEREAS, Borrower, Agent and the parties signatory thereto from time to time as Lenders entered into that certain Credit Agreement dated as of February 1, 1996 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Credit Agreement");

WHEREAS, in order to induce the Lenders to continue to make Revolving Credit Loans and to incur Letter of Credit Obligations under the Original Credit Agreement, American Sports Licensing, Inc. (formerly known as Dick's Asset Management Corp.), a Delaware corporation ("ASL"), and Agent entered into that certain Security Agreement dated as of February 11, 1999 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Security Agreement");

WHEREAS, in furtherance of the intent of the parties under the Original Security Agreement, ASL entered into that certain Trademark Security Agreement, dated as of February 11, 1999 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Trademark Security Agreement");

WHEREAS, ASL and certain other Grantors have amended and restated the Original Security Agreement pursuant to that certain Second Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Subsidiary Security Agreement");

WHEREAS, each of the Grantors wishes to amend and restate the Existing Trademark Security Agreement on the terms and conditions set forth herein; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrower under the Credit Agreement, and in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to continue to make the Revolving Credit Loans and to continue to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Trademark Collateral (as hereinafter defined) to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the complete and timely payment of all the Obligations of Loan Parties now or hereafter existing from time to time (herein, the "Secured Obligations"), each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (for all Grantors, collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Trademark except as set forth in Schedule I hereto. This Trademark Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office together with payment of the appropriate filing fees, perfected security interests in favor of Agent in all of Grantors' Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office

and the filing of appropriate financing statements listed on Schedule I to the Subsidiary Security Agreement, together with payment of the appropriate filing fees, all actions necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's Trademarks shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agents and Lenders, that from and after the date of this Trademark Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent promptly if it knows or has reason to know that any application or registration relating to any material Trademark (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding such Grantor's ownership of any material Trademark, its right to register the same, or to keep and maintain the same.

(b) If any Grantor, either directly or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency, such Grantor shall give Agent prior written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's, on behalf of Agent and Lenders, Lien on such Trademark, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions reasonably necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Trademark Collateral which is material to the business of the Loan Parties is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Trademark Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Trademark Collateral, whether by action, suit, proceeding or otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Agent may otherwise request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to

Agent, on behalf of itself and Lenders, pursuant to the Subsidiary Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral of such Grantor made and granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall include the Loan Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Loan Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Trademark Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Loan Party to become an Additional Grantor hereunder. This Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Trademark Security Agreement shall terminate upon the Termination Date.

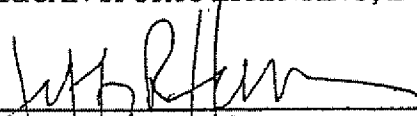
10. EFFECT OF AMENDMENT AND RESTATEMENT. From and after the date hereof (the "Effective Date"): (a) the terms and conditions of the Existing Trademark Security

Agreement shall be amended as set forth herein and, as so amended, shall be restated in its entirety, but only with respect to the rights, duties and obligations among Grantors and the Agent accruing from and after the Effective Date; (b) this Trademark Security Agreement shall not in any way release or impair the rights, duties, Obligations or Liens created pursuant to the Existing Trademark Security Agreement (and such Liens shall continue without any diminution thereof and shall remain in full force and effect on and after the Effective Date) or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Effective Date, and all of such rights, duties, Obligations and Liens are assumed, ratified and affirmed by each Grantor; (c) the execution, delivery and effectiveness of this Trademark Security Agreement shall not operate as a waiver of any right, power or remedy of the Lenders or the Agent under the Existing Trademark Security Agreement, nor constitute a waiver of any covenant, agreement or obligation under the Existing Trademark Security Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; and (d) any and all references to the Existing Trademark Security Agreement in any Loan Document shall, without further action of the parties, be deemed a reference to the Existing Trademark Security Agreement, as amended and restated by this Trademark Security Agreement, and as this Trademark Security Agreement shall be further amended, restated, supplemented or otherwise modified from time to time.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN SPORTS LICENSING, INC.

By: 
Name: Jeffrey R. Hennion
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Charles Chiodo
Name: Charles Chiodo
Title: Authorized Signatory

STM278243

TRADEMARK
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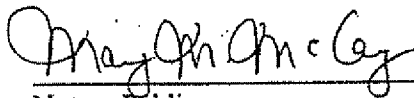
ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania

COUNTY OF Allegheny

ss.

On this 27th day of July, 2004 before me personally appeared Jeffrey Hennion, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AMERICAN SPORTS LICENSING, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

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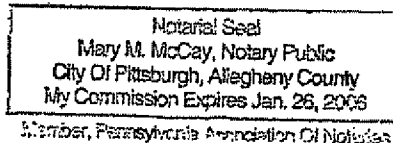


EXHIBIT A

COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Loan Parties signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title:

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US TM REG NO	IN REG DATE	ASSIGNEE	TRADEMARK	STATUS
1 73/727,422	05/09/88	1,534,790	04/11/89	AMERICAN SPORTS LICENSING	DICK'S CLOTHING & SPORTING GOODS & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
2 73/727,423	05/09/88	1,557,325	09/19/89	AMERICAN SPORTS LICENSING	DICK'S CLOTHING & SPORTING GOODS	MAINTAINED
3 74/464,457	12/01/93	1,972,129	05/07/96	AMERICAN SPORTS LICENSING	NORTHEAST OUTFITTERS & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
4 74/540,666	06/21/94	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	OUTDOOR DEPARTMENT STORE	FILE CLOSED AT CLIENT'S REQUEST
5 74/540,682	06/21/94	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FITNESS GEAR	FILE CLOSED AT CLIENT'S REQUEST
6 74/541,544	06/21/94	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	H.E.O. & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
7 74/541,545	06/21/94	2,030,642	01/14/97	AMERICAN SPORTS LICENSING	NORTHEAST OUTFITTERS & DESIGN	REGISTERED
8 74/732,813	09/22/95	2,559,007	04/09/02	AMERICAN SPORTS LICENSING	BODY & SOLE & DESIGN	REGISTERED
9 75/035,490	02/09/96	2,763,029	09/16/03	AMERICAN SPORTS LICENSING	DICK'S CLOTHING & SPORTING GOODS & DESIGN	REGISTERED
10 75/035,898	02/09/96	2,110,346	11/04/97	AMERICAN SPORTS LICENSING	RIGHT PRICE PROMISE	REGISTERED
11 75/060,084	02/20/96	2,022,258	12/10/96	AMERICAN SPORTS LICENSING	GOT THAT LOW PRICE THING WORKING & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
12 75/091,013	04/19/96	2,145,693	03/24/98	AMERICAN SPORTS LICENSING	FITNESS GEAR & LOGO	REGISTERED
13 75/094,015	04/26/96	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WE'LL SUPPLY THE STUFF, YOU SUPPLY THE DREAM	FILE CLOSED AT CLIENT'S REQUEST
14 75/102,768	05/13/96	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FRESHWATER & LOGO WITH COLORS	FILE CLOSED AT CLIENT'S REQUEST
15 75/102,769	05/13/96	2,191,733	09/29/98	AMERICAN SPORTS LICENSING	NEO NORTHEAST OUTFITTERS & LOGO	REGISTERED
16 75/102,770	05/13/96	2,092,843	09/02/97	AMERICAN SPORTS LICENSING	RIGHT STUFF, RIGHT PRICE & LOGO	REGISTERED
17 75/102,771	05/13/96	2,047,833	03/25/97	AMERICAN SPORTS LICENSING	ADIRONACK TRADING CO & LOGO	REGISTERED

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, WAZATA, MN 55391-1873, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US IN REG NO	IN REG DATE	ASSIGNEE	TRADEMARK	STATUS
18 75/148,071	08/12/96	2,736,909	07/15/03	AMERICAN SPORTS LICENSING	HE LOVE SPORTS AS MUCH AS YOU DO	REGISTERED
19 75/368,611	10/06/97	2,847,586	06/01/04	AMERICAN SPORTS LICENSING	SPORTS SCENE & LOGO	REGISTERED
20 75/501,510	06/12/98	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DICK'S SPORTING GOODS & DESIGN	PENDING
21 75/520,819	07/17/98	2,764,698	09/16/03	AMERICAN SPORTS LICENSING	GET INVOLVED & LOGO	REGISTERED
22 75/520,820	07/17/98	2,664,930	12/24/02	AMERICAN SPORTS LICENSING	GET INVOLVED	REGISTERED
23 75/568,550	10/13/98	2,384,046	09/05/00	AMERICAN SPORT LICENSING	STONE HILL	REGISTERED
24 75/626,959	01/25/99	2,559,313	04/09/02	AMERICAN SPORTS LICENSING	THE ULTIMATE ONLINE SPORTING GOODS STORE	REGISTERED
25 75/631,374	02/01/99	2,635,791	10/15/02	AMERICAN SPORTS LICENSING	DGSSPORTS.COM & LOGO	REGISTERED
26 75/631,600	02/01/99	2,621,710	09/17/02	AMERICAN SPORTS LICENSING	DICKSSPORTS.COM & LOGO	REGISTERED
27 75/631,601	02/01/99	2,621,711	09/17/02	AMERICAN SPORTS LICENSING	DICKSSPORTINGGOODS.COM & LOGO	REGISTERED
28 75/658,351	03/11/99	2,640,041	10/22/02	AMERICAN SPORTS LICENSING	DICKS	REGISTERED
29 75/658,352	03/11/99	2,559,355	04/09/02	AMERICAN SPORTS LICENSING	DICK'S	REGISTERED
30 75/658,353	03/11/99	2,643,282	10/29/02	AMERICAN SPORTS LICENSING	DICKS.COM	REGISTERED
31 75/658,354	03/11/99	2,643,283	10/29/02	AMERICAN SPORTS LICENSING	DICK'S.COM	REGISTERED
32 75/703,801 *	05/12/99	2,681,517	01/28/03	AMERICAN SPORTS LICENSING	DSPORTS.COM	REGISTERED
33 75/706,127 *	05/12/99	2,449,905	05/00/01	AMERICAN SPORTS LICENSING	DSPORTS	REGISTERED
34 75/725,726	06/09/99	2,556,622	04/02/02	AMERICAN SPORTS LICENSING	ONE CLICK AND YOU'RE IN THE GAME	REGISTERED
35 75/728,683 *	06/15/99	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ESPORT.COM	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, WATZATA, NJ 07084, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US TM REG NO	TM REG DATE	ASSIGNEE	TRADEMARK	STATUS
36 75/728,731 *	06/15/99	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ESPORT	PENDING
37 75/799,226	09/15/99	2,360,386	06/20/00	AMERICAN SPORTS LICENSING	SEIZE THE D	REGISTERED
38 75/820,705	10/12/99	2,592,263	07/09/02	AMERICAN SPORTS LICENSING	POWER BOLT	REGISTERED
39 75/911,199 *	02/04/00	2,476,834	06/07/01	AMERICAN SPORTS LICENSING	THE ULTIMATE ONLINE SPORTING GOODS STORE	REGISTERED
40 76/052,261	05/19/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	YOU CAN'T PLAY WITHOUT THE SHOES	PENDING
41 76/052,262	05/19/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	YOU GOT TO HAVE THE SHOES	PENDING
42 76/052,263	05/19/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	PLAY FOR FREE	PENDING
43 76/066,562	06/08/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DSX	PENDING
44 76/081,871 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DTV	FILE CLOSED AT CLIENT'S REQUEST
45 76/081,872 *	06/30/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	D & DESIGN	FILE CLOSED AT CLIENT'S REQUEST
46 76/081,911 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	D	FILE CLOSED AT CLIENT'S REQUEST
47 76/081,912 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DMAIL	PENDING
48 76/082,067 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DSPORTS TV	FILE CLOSED AT CLIENT'S REQUEST
49 76/082,480 *	07/03/00	2,759,395	09/02/03	AMERICAN SPORTS LICENSING	DSPORTS.COM & DESIGN	REGISTERED
50 76/082,481 *	07/03/00	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	SEIZE THE D	FILE CLOSED AT CLIENT'S REQUEST
51 76/085,496	07/03/00	2,753,585	08/19/03	AMERICAN SPORTS LICENSING	COMFORT ZONE	REGISTERED
52 76/195,329	01/18/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	BASE CAMP	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF RUGH D JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, WATZATA, NJ 07084, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US IN REG NO	IN REG DATE	ASSIGNEE	TRADEMARK	STATUS
53	76/199,637	2,612,017	08/27/02	AMERICAN SPORTS LICENSING	AROUND THE WORLD SPORTS TOUR & DESIGN	REGISTERED
54	76/199,638	2,657,071	12/03/02	AMERICAN SPORTS LICENSING	FITNESS GEAR & DESIGN	REGISTERED
55	76/201,607	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FRESH WATER & DESIGN WITH COLORS	PENDING
56	76/205,231	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	STONE HILL PRODUCTIONS	FILE CLOSED AT CLIENT'S REQUEST
57	76/207,415	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	STONE HILL PERFORMANCE	FILE CLOSED AT CLIENT'S REQUEST
58	76/209,624	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	D-PRO	FILE CLOSED AT CLIENT'S REQUEST
59	76/214,726	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ULTIMATE OVER-NIGHTER	PENDING
60	76/225,616	2,732,885	03/19/01	AMERICAN SPORTS LICENSING	ATIWA	REGISTERED
61	76/255,113	0,000,000	05/11/01	AMERICAN SPORTS LICENSING	HYDRO-PROOF	PENDING
62	76/255,114	0,000,000	05/11/01	AMERICAN SPORTS LICENSING	THE LODGE	PENDING
63	76/258,776	2,798,436	05/18/01	AMERICAN SPORTS LICENSING	BLUE BREAKER	REGISTERED
64	76/263,785	0,000,000	05/30/01	AMERICAN SPORTS LICENSING	ACTION ZONE GAMES	FILE CLOSED PER CLIENT'S REQUEST
65	76/265,261	0,000,000	06/01/01	AMERICAN SPORTS LICENSING	HIGHLAND GAMES	PENDING
66	76/291,497	2,743,613	07/29/03	AMERICAN SPORTS LICENSING	DBX	REGISTERED
67	76/304,386	2,725,492	06/10/03	AMERICAN SPORTS LICENSING	EVERY SEASON STARTS AT DICK'S	REGISTERED
68	76/306,648	2,714,742	05/06/03	AMERICAN SPORTS LICENSING	AMERICAN SPORTS LICENSING	REGISTERED
69	76/334,100	2,848,183	06/01/04	AMERICAN SPORTS LICENSING	NORTHEAST OUTFITTERS	REGISTERED
70	76/334,101	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FITNESS GEAR & DESIGN	FILE CLOSED AT CLIENT'S REQUEST

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA
 1800 SUPERIOR BLVD., SUITE 302, WAZATA, NJ 07091-1073, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US IN REG NO	IN REG DATE	ASSIGNEE	TRADEMARK	STATUS
71 76/334,102	11/06/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	THE BRAND FOR THE ACTIVE FEMALE	PENDING
72 76/334,103	11/06/01	2,744,156	07/29/03	AMERICAN SPORTS LICENSING	DBX	REGISTERED
73 76/334,104	11/06/01	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ATIVA & DESIGN	PENDING
74 76/361,565	01/23/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DOUBOUT AT DICK'S	PENDING
75 76/361,566	01/23/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HOOTOWN	PENDING
76 76/394,613	04/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CADET GOLF	PENDING
77 76/394,614	04/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CLUB HUGGER	PENDING
78 76/407,075	05/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	4/5	PENDING
79 76/407,317	05/13/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ACUITY	PENDING
80 76/407,318	05/13/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	KEY LARGO	FILE CLOSED AT CLIENT'S REQUEST
81 76/407,323	05/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	P/S	PENDING
82 76/407,324	05/10/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	7/8	PENDING
83 76/410,021	05/20/02	2,681,043	01/28/03	AMERICAN SPORTS LICENSING	CARPACK	REGISTERED
84 76/417,349	06/03/02	2,717,349	05/20/03	AMERICAN SPORTS LICENSING	SCORECARD	REGISTERED
85 76/428,108	06/27/02	2,785,698	11/25/03	AMERICAN SPORTS LICENSING	HYDRO-DRI	REGISTERED
86 76/427,469	07/05/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	PRECISION IN MOTION	PENDING
87 76/434,405	07/24/02	2,855,566	06/22/04	AMERICAN SPORTS LICENSING	ACUITY & DESIGN	REGISTERED

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INTELLECTUAL PROPERTY LAW FIRM OF RUGH D JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, WATZATA, NJ 07074, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US IM REG NO	IM REG DATE	ASSIGNEE	TRADEMARK	STATUS
88 76/436,069	07/31/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	POWER BUYS	PENDING
89 76/432,896	09/20/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	BALLISTIC	PENDING
90 76/439,390	10/15/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	MISCELLANEOUS DESIGN (5 BALLS)	PENDING
91 76/467,081	11/05/02	2,848,854	06/01/04	AMERICAN SPORTS LICENSING	RAVAGE (HELMETS)	REGISTERED
92 76/467,082	11/05/02	2,848,853	06/01/04	AMERICAN SPORTS LICENSING	ENGAGE (HELMETS)	REGISTERED
93 76/469,516	11/14/02	2,794,179	12/16/03	AMERICAN SPORTS LICENSING	GEY READY	REGISTERED
94 76/471,777	11/25/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	VANQUISH	PENDING
95 76/471,778	11/25/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DESTINY	PENDING
96 76/471,779	11/25/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	RESONANCE	PENDING
97 76/471,780	11/25/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	VENGEANCE (BICYCLES & HELMETS)	PENDING
98 76/471,781	11/25/02	2,848,895	06/01/04	AMERICAN SPORTS LICENSING	ENGAGE (BICYCLES)	REGISTERED
99 76/471,782	11/25/02	2,848,896	06/01/04	AMERICAN SPORTS LICENSING	RAVAGE (BICYCLES)	REGISTERED
100 76/473,765	12/03/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	VENGEANCE (EXPANDED GOODS)	PENDING
101 76/473,766	12/03/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ILLUSION	PENDING
102 76/473,767	12/03/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WARP SPEED	PENDING
103 76/481,771	01/07/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ATIVA & DESIGN	PENDING
104 76/483,544	01/16/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	THE HAIR	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, WATZATA, NJ 07091-1873, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

<u>US SERIAL NO</u>	<u>FILE DATE</u>	<u>US TM REG NO</u>	<u>TM REG DATE</u>	<u>ASSIGNEE</u>	<u>TRADEMARK</u>	<u>STATUS</u>
105 76/483,545	01/16/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WALTER HAGEN	PENDING
106 76/488,050	02/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	IT'S AN ATTITUDE, NOT AN AGE	PENDING
107 76/496,781	03/05/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	YOUR FIRST LINE OF DEFENSE AGAINST WEATHER	PENDING
108 76/496,782	03/05/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HYDROPROOFULTRA	PENDING
109 76/498,415	03/10/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	MOTION-FIT	PENDING
110 76/501,789	03/21/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	NORTHEAST OUTFITTERS WILDERNESS CANOE	PENDING
111 76/502,604	03/25/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WALTER HAGEN	PENDING
112 76/508,329	04/07/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FOR A BALANCED LIFE	PENDING
113 76/508,330	04/07/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CATHCALL	PENDING
114 76/516,718	05/02/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TIMBERLEAF	PENDING
115 76/524,107	06/13/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	IZZY ARNOT	PENDING
116 76/525,684	06/18/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ISLANDORA FLATS	PENDING
117 76/543,246	08/26/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	RADIUS	PENDING
118 76/543,247	08/26/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HERACE	PENDING
119 76/556,982	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CAIRN	PENDING
120 76/556,983	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TRAVERSE	PENDING
121 76/556,984	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ALTITUDE	PENDING
122 76/556,985	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	APPROACH	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF RUGB D. JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, WAYZATA, MN 55391-1873, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US TM REG NO	TM REG DATE	ASSIGNEE	TRADEMARK	STATUS
123 76/556,986	10/22/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TERRA VISTA	PENDING
124 76/557,924	11/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WHEN NATURE CALLS, WE CALL BACK	PENDING
125 76/557,935	11/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TUROA	PENDING
126 76/557,936	11/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	NATURE CALLS	PENDING
127 76/557,937	11/06/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	CARDRONA	PENDING
128 76/567,049	12/16/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	LEGENDS IN THE MAKING	PENDING
129 76/567,706	12/17/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TERRAUNOLA	PENDING
130 76/567,707	12/17/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ROSCENT	PENDING
131 76/570,658	01/07/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ROCHESTER CART BAG	PENDING
132 76/574,089	02/05/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WE LOVE SPORTS AS MUCH AS YOU DO	PENDING
133 76/581,947	03/19/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	LODGE OUTFITTERS (SERVICES)	PENDING
134 76/581,948	03/19/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	LODGE OUTFITTERS (GOODS)	PENDING
135 76/582,409	03/23/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FOCUS OR THE HUNT	PENDING
136 76/585,789	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	SNAPP TRACKER	PENDING
137 76/585,790	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	SILENT TRACKER	PENDING
138 76/585,791	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ICE FIELD	PENDING
139 76/585,792	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WOODSHAN	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, WAZATA, MI 48091-1873, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

<u>US SERIAL NO</u>	<u>FILE DATE</u>	<u>US. IM. REG. NO</u>	<u>IK. REG. DATE</u>	<u>ASSIGNEE</u>	<u>TRADEMARK</u>	<u>STATUS</u>
140 76/585,793	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	UPLAND HUNTER	PENDING
141 76/585,794	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	ICE HUNTER	PENDING
142 76/585,795	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	BUCK HUNTER	PENDING
143 76/585,796	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	TROPHY HUNTER	PENDING
144 76/585,797	04/08/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	SWAMP HUNTER	PENDING
145 76/586,390	04/22/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	RUN THE COURT	PENDING
146 76/586,391	04/22/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	RUN THE GAME	PENDING
147 76/586,392	04/22/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	THIS GAME IS HINE	PENDING
148 76/590,721	05/06/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	HOOPTOWN	PENDING
149 76/592,438	05/17/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	PHANTOM	PENDING
150 76/592,439	05/17/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	FROST	PENDING

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INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, MAYZATA, MN 55391-1873, TELEPHONE: 952-475-1880

AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US IN REG NO	IN REG DATE	ASSIGNEE	TRADEMARK	STATUS
72/204,939	10/27/64	0,794,400	08/17/65	AMERICAN SPORTS LICENSING	WALTER HAGEN	REGISTERED
	BRITISH	REG NO 870 222				
	FRANCE	REG NO 1467591				
	GERMANY	REG NO 1078632				
	IRELAND	REG NO 87566				
	JAPAN	REG NO 627040				
	JAPAN	REG NO 1446629				
	JAPAN	REG NO 1303249				
	JAPAN	REG NO 1998045				
	JAPAN	REG NO 2009276				
	CANADA	REG NO 149239				
	CANADA	REG NO 53749				
76/477,790	12/24/02	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WALTER HAGEN	PENDING

INTELLECTUAL PROPERTY LAW FIRM OF HUGH D JAEGER, PA
 1000 SUPERIOR BLVD., SUITE 302, HAYZATA, NH 55391-1873, TELEPHONE: 952-475-1880

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AMERICAN SPORTS LICENSING, INC.
 INTELLECTUAL PROPERTY STATUS REPORT
 AS OF 07/16/2004

US SERIAL NO	FILE DATE	US TM REG NO	TM REG DATE	ASSIGNEE	TRADEMARK	STATUS
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FOREIGN SERVICE MARKS

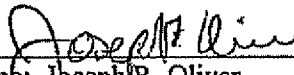
75/501,510	06/12/98	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	DICK'S SPORTING GOODS & DESIGN	PENDING
	CANADIAN TM APP 1154131 - FILED 09/27/02 - PENDING					
	MEXICAN TM APP 561843 - FILED 08/20/02 - PENDING					
76/683,545	01/16/03	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WALTER HAGEN	PENDING
	EUROPEAN TM APP 003 217 395 - FILED 06/09/03					
76/574,089	02/05/04	0,000,000	00/00/00	AMERICAN SPORTS LICENSING	WE LOVE SPORTS AS MUCH AS YOU DO	PENDING
	CANADIAN TM APP 1,214,949 - FILED 04/28/04					
	MEXICAN TM APP 658911 - FILED 05/31/04					

COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated February 13, 2007, is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

GOLF GALAXY GOLFWORKS, INC.

By: 
Name: Joseph R. Oliver
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Portfolio of Golf Galaxy GolfWorks:

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App.</u>	<u>Filing/Issue Date</u>
CER	U.S.	Registered	2721028 ⁽¹⁾	06-03-03
DISTANCE MASTER	U.S.	Renewed	1755530 ⁽²⁾	03-02-93
FIBERSTEEL	U.S.	Registered	2955640 ⁽²⁾	05-24-05
GOLFWORKS	U.S.	Registered	2287628 ⁽³⁾	10-19-99
	U.S.	Registered	2603976 ⁽⁴⁾	08-06-02
THE GOLFWORKS	U.S.	Renewed	1749856 ⁽⁵⁾	02-02-93

¹ Registration covers golf clubs, golf club heads, golf club shafts and golf club grips.

² Registration covers golf club shafts.

³ Registration covers administration of a summer internship program for financially disadvantaged and minority youth in the fields of golf club management, golf course maintenance and golf shop operations. This mark was acquired from the MGA Foundation, and is licensed back to it.

⁴ Registration covers clothing and sportswear, namely, shirts, sweaters, trousers, shorts, jackets and socks; headwear, and footwear; and retail store, mail order catalog, on-line retail and on-line ordering services, all featuring clothing, sportswear, headwear and footwear.

⁵ Registration covers golf ball ring gauges; and gauges for use in the manufacture and repair of golf clubs; namely, golf club gauges, shaft gauges, shaft identification gauges, shaft tipping gauges, shaft butt gauges, contour gauges, radius gauges, loft gauges and grip size gauges; golf bags; golf clubs and components thereof and accessories therefor; namely, headcovers, zipper pouches, drawstring pouches, flag sticks, flags, cups, golf bag covers, rain hood covers, tripod golf bag stands, golf balls, golf bag liners, golf bag slings, non-motorized golf bag carts, golf grip scrub brushes, golf ball sacks, golf club cleaning brushes, golf club and golf ball display racks, combination divot repair tools and cradles for resting golf clubs on the green, protective socks for golf clubs, golf club assembly kits consisting primarily of golf club parts; long-handled devices fitted with plastic rings for retrieving golf balls from water; golf training aids in the nature of canvas with grids for improving golf swings; target nets; training golf clubs; training grips for golf clubs; bunkerboards; bags used to pick up golf balls; golf swing training aids in the nature of mirrors with markings for improving the swing; golf tees; vinyl discs for use as

(continued...)

U.S. Renewed 1211844⁽⁶⁾ 10-05-82



U.S. Registered 2542857⁽⁷⁾ 02-26-02

THE GOLFWORKS Canada Registered 425177⁽⁸⁾ 03-18-94

(...continued)

substitute golf tees; putting greens; hitting mats; golf training aids in the nature of braces and back support belts for improving swing positions; golf training aids in the nature of plastic devices for determining the speed of playing surfaces; impact bags for improving the strength of golf swings; golf swing aids in the nature of T-squares for use in determining foot and golf club placement; golf training aids for improving stance in the nature of wooden wedges; and cup reducers.

⁶ Registration covers custom manufacture and repair of golf clubs; and custom design of golf clubs.

⁷ Registration covers retail store services, mail order catalog services, computerized on-line retail services, and telephone shop at home services, all featuring golf clubs and components thereof, golf balls, golf bags, golf gloves, golf equipment, golf club assembly kits, gauges for use in the manufacture and repair of golf clubs, hand tools, machines and hardware for use in the manufacture and repair of golf clubs, golf training aids, clothing, golf towels, umbrellas, shoe trees, books and pre-recorded video tapes in the field of golf, golf clubs and golf club making, coolers, games, clocks and watches, costume jewelry, and gift and novelty items.

⁸ Registration covers golf clubs and parts and components thereof and accessories therefor; kits for constructing, repairing and customizing golf clubs; golf gloves, golf bags; and golf training aids, namely, video tapes, audio tapes, photographs, instruction manuals, books, booklets, score cards, work sheets, indexes, putting guides, wrist and arm braces, club weights, alignment chalk, target nets, club grips, swing trainers, head covers, zipper pouches, grass discs, grass barrels, foam inserts, decals, weights, bunker boards, shag bags, stance mats, impact bag, swing mirror, training grips, swing memorizers, vinyl discs, tees, nets, putting greens, hitting mats, wrist controllers, belts, swing guides, flag sticks, flags, cups, hand guides, arm guides, arm bands, golf ball ring gauges, golf bag covers, rain hood covers, golf shirts and sweaters, tripod bag stands, golf caps, golf visors, golf balls, travel bags, garment bags, windbreakers, jackets, pants, rain hoods, rain hats, hand warmers, glove frames, catalogues, instruments for evaluating playing surfaces, sand trap training rings, posture guides, foot wedges, cup reducers, golf bag liners, labels, golf bag slings, golf bag carts, golf grip scrubbers, golf ball retrievers, toy golf clubs, balls, cups, flags and carts, umbrellas, sweatshirts, hats, shoe sacks, golf ball sacks, golf shoe

(continued...)

(...continued)

spike cleaners, drawstring pouches, golf club cleaner, socks, binders, golf towels, golf club cleaning brushes, shoulder strap cushions, stretch exercisers, hand exercisers, deodorizers, back support belts, ice packs, first aid kits, pneumatic armbands, golf club and golf ball display racks, shoe trees, combination divot repair tools and club cradles, tools and supplies for golf club installation, ferrule installer tools, ferrule turning support arms, ferrule turning belts, vises, vise pads, scales, clamps, blocks, rulers, screwdrivers, hacksaws, buffing gloves, drill bits, golf shaft cutters, drill stands, protractors, shaft tipping gauges, loft and lie machines, golf shaft holders, whipping machines, whipping loop pullers, whipping spool holders, sanders, sanding belts, sanding sleeves, sanding machine stands, buffing wheels, buffing wheel rakes, shaft gauges, insert pattern copiers, insert remover tools, awls, back screw hooks and scribes, driving plugs, ram rods, countersinks, heating rods, grip collar starters, motor switches, motor cords, steel hat sections, outlet plug boxes, pliers, golf club drying racks, electric heat guns, bench grinders, drill presses, drill bits, file handles, file cleaning tools, magnifying glasses, binocular magnifiers, drill chucks and keys, motor shaft arbors, slide rules, contour gauges, leverage blocks, back screw locator tools, arbor hold adaptor bushing, golf shaft cutoff wheels, shaft extractors, wheel arbors, drill press stands, switches and switch enclosures, motor mounting rails, club holders, vise pads, golf club shaft deflection boards, hosel straighteners, hosel protectors, golf shaft bending machines, shaft bending blocks, shaft extractors, electric heating rods, iron head remover tools, lock stitch sewing awl, drill sharpening fixtures, riveting blocks, punches, re-grooving tools, cutting and drilling oil, drill stops, screw and shaft extractors, tap/reamer/extractor wrenches, screw extractors, wrenches, chuck tighteners, grip bore cleaners, screw heaters, heating rods, flint spark starters, grip installers, grip collar starters, insert remover tools, golf club weight checkers, lead melting pots and stands, lead molds, protective glasses, goggles, iron rescoring nests, bubble levels, steel hand stamps, wood stains, stain-filled marking pens, wood fillers, paint, enamel, primer, sealer, polyurethane, polyurethane preservative, solvent, paint brushes, polishing compounds, nelsonite, sanding machines, metal stands, sponge rubber tubing, steel wool arbors, buffing wheels, steel wool roll holders, sisal wheels, thermometers, buffing wheel rakes, paint mixing tools, cloth sanding rolls, finishing paper, buffing compound, epoxy, epoxy cleaner, hand cleaner, golf club drying boxes, grip solvent, pressure sensitive disks for use in refinishing woods, aluminum oxide sand, bristle brushes, burlap, tack rags, staining and filling cloth, dipping containers for stains and fillers, cans, squeeze bottles, paint strainers, mixing cups, soleplate masks, paint can spouts, tools for customizing the length and lie of a putter, display racks, labels, magnetic lie angle tools, canvas grids, wooden organizers, aprons, magnetic vehicle signs, license plate frames, decals, buttons, bumper stickers, tool trays, repair tags, protector socks for golf clubs, tool holder clips, storage bins and racks; hand tools, namely, wrenches, center punches, chisels, reamers, hammers, punches, files, rasps, and drills; gauges used in the manufacture and repair of golf clubs, namely, radius gauges, loft gauges, shaft identification gauges, shaft butt gauges, grip size gauges, and golf club gauges; hand tools, namely, wrenches, center punches, chisels, reamers, hammers, punches, files, rasps, and drills; gauges used in the manufacture and repair of golf clubs, namely, radius gauges, loft gauges, shaft identification gauges, shaft butt gauges, grip size gauges, and golf club gauges; golf clubs and parts and components thereof and accessories therefor; kits for constructing, repairing and customizing golf clubs; golf gloves; golf bags; and golf training aids; custom manufacture and repair of golf clubs; and custom design of golf clubs.

(continued...)

THE GOLFWORKS	Japan	Renewed	2532490 ⁽⁹⁾	04-28-93
			2712457	02-29-96
			3239342	12-25-96
			3295865	04-25-97
			4067521	10-09-97
			3337976	08-08-07
	United Kingdom	Renewed	1423424 ⁽¹⁰⁾	09-18-92
		Renewed	1423422 ⁽¹¹⁾	03-29-90
THE GOLFWORKS	United Kingdom	Renewed	1423423 ⁽¹²⁾	03-29-90
GRIP ONE	U.S.	Renewed	1805432 ⁽¹³⁾	11-16-93
HERO	U.S.	Registered	1482500 ⁽¹⁴⁾	03-29-88
LOGIC KIDZ	U.S.	Registered	2411185 ⁽¹⁴⁾	12-05-00

(...continued)

⁹ The Japanese registrations cover a broad array of goods, comparable to those identified in the U.S. registrations.

¹⁰ Registration covers golf club heads, golf club shafts and golf club grips, all for sale as part of a kit; golf clubs and parts and components thereof; golf bags; golf training aids.

¹¹ Registration covers Hand tools, wrenches; center punches; chisels, reamers, hammers, punches, files, rasps and drills, all for use in the manufacture and repair of golf clubs.

¹² Registration covers Radius gauges; loft gauges; shaft identification gauges; shaft butt gauges; grip size gauges; golf club gauges; all being gauges for use in the manufacture and repair of golf clubs.

¹³ Registration covers hand grips for golf clubs.

¹⁴ Registration covers golf clubs.

LOGIC LADY	U.S.	Registered	2411186 ⁽¹⁴⁾	12-05-00
LOGIC PRO	U.S.	Registered	2342595 ⁽¹⁴⁾	04-18-00
LOGIC TECH	U.S.	Registered	2340169 ⁽¹⁴⁾	04-11-00
MALTBY	U.S.	Registered	2380079 ⁽¹⁵⁾	08-22-00
MALTBY	U.S.	Registered	3135752 ⁽¹⁵⁾	08/29/06



**MALTBY
DESIGN**

	U.S.	Registered	2841131 ⁽¹⁶⁾	05-11-04
PERFECT MATCH	U.S.	Registered	1409594 ⁽¹⁴⁾	09-16-86
SAND PUTTER	U.S.	Registered (Supplemental Register)	2273154 ⁽¹⁷⁾	08-24-99
TARGET	U.S.	Registered	1406892 ⁽¹⁴⁾	08-26-86
THIRD WEDGE	U.S.	Registered	1547525 ⁽¹⁴⁾	07-11-89
TOSKI	U.S.	Registered	2453584 ⁽¹⁸⁾	05-22-01

¹⁵ Registration covers golf clubs and golf club heads.

¹⁶ Registration covers hand tool workstations comprised of a clamp, integral protractor and bending lever, for use in measuring and bending the loft and lie angles of golf clubs; hand tools, namely, golf club shaft extractors and golf club shaft extractors with an integral clamp; golf club scales; laser transmitters with integral clamps for use in measuring golf-club frequency; gauges for use in the manufacture and repair of golf clubs; namely, golf club gauges, radius gauges, loft gauges and grip gauges; club accessories, namely, head covers; and educational services, namely, providing workshops and home-study courses on the fitting, assembly and repair of golf clubs.

¹⁷ Registration covers golf club heads.

¹⁸ Registration covers golf clothes, namely hats.

TOSKI GOLF	U.S.	Registered	2500670 ⁽¹⁹⁾	10-23-01
TROUBLE OUT	U.S.	Registered	2171872 ⁽²⁰⁾	07-07-98
PURE TRACK	U.S.	Registered	2388596	09-19-00
ENGINEERING	U.S.	Pending	78901304 ⁽²¹⁾	06-06-06
BETTER GOLF				
LTECH	U.S.	Pending	78959617 ⁽²²⁾	08-24-06
Circle "M" in connection with MALTBY	U.S.	Pending	78959918 ⁽²³⁾	08-24-06



MALTBY

	U.S.	Pending	78959675 ⁽²³⁾	08-24-06
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MPF

	U.S.	Pending	78959913 ⁽²⁴⁾	08-24-06
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MALTBY PLAYABILITY FACTOR	U.S.	Pending	78961825⁽¹⁵⁾	08-24-06
M SERIES	U.S.	Pending	78901393	06-06-06
PRO STEEL	U.S.	Pending	78958848 ⁽²⁶⁾	08-23-06
PURE TRACK	U.S.	Pending	78972603 ⁽²⁶⁾	09-12-06
DM DISTANCE MASTER	U.S.	Pending	77081871	01-12-07

²⁵ Registration covers golf club shafts.

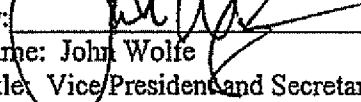
²⁶ Registration covers golf club heads; golf clubs.

COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated February 13, 2007, is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

GOLF GALAXY, INC.

By: 
Name: John Wolfe
Title: Vice President and Secretary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

GOLF GALAXY, INC.
TRADEMARK STATUS
(UNITED STATES)

<u>No.</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Reg No.</u>	<u>Status</u>	<u>Due Date</u>
		<u>App Date</u>	<u>Reg Date</u>		
1	EVERYTHING FOR THE GAME Service Mark Words only	75208819 12/5/96	2243224 5/4/99	Registered Assigned 9/23/98 to General Electric Capital Corporation (Security Interest) - Reel/Frame: 1805/0454 - 10/26/98 5/12/05 - Sect 8 & 15 affidavit (6 yr) accepted & acknowledged w/ USPTO	Sect 8 & 9 affidavit (10 yr) renewal due prior to 5/04/09
2	GOLF GALAXY Service Mark "golf" disclaimed Words only	75320959 7/8/97	2232924 3/16/99	Registered Assigned 9/23/98 to General Electric Capital Corporation (Security Interest) - Reel/Frame: 1805/0454 - 10/26/98 5/13/05 - Sect 8 & 15 affidavit (6 yr) accepted & acknowledged w/ USPTO	Sect 8 & 9 affidavit (10 yr) renewal due prior to 3/16/09
3	GOLF GALAXY Service Mark "golf" disclaimed Words & Design	75400058 12/4/97	2245678 5/18/99	Registered Assigned 9/23/98 to General Electric Capital Corporation (Security Interest) - Reel/Frame: 1805/0454 - 10/26/98 5/13/05 - Sect 8 & 15 affidavit (6 yr) accepted & acknowledged w/ USPTO	Sect 8 & 9 affidavit (10 yr) renewal due prior to 5/18/09
4	OUTWARD 9 Trademark Words only	75926085 2/23/00	2550879 3/19/02	Registered	Sect 8 & 15 affidavit (6 yr) due prior to 3/19/08 Sect 8 & 9 affidavit (10 yr) renewal due prior to 3/19/12

**TRADEMARK STATUS
(UNITED STATES)**

5	RAE'S CREEK Trademark Words only	75890723 1/7/00	2686984 2/11/03	Registered	Sect 8 & 15 affidavit (6 yr) due prior to 2/11/09 Sect 8 & 9 affidavit (10 yr) renewal due prior to 2/11/13
6	TRY IT ON YOUR OWN TURF Service Mark Words only	78872475 4/28/06		Published	
7	DEMO AT YOUR DOOR Service Mark Words only	78872480 4/28/06		Published	
8	BUILD A BETTER GAME Service Mark Words only	78872486 4/28/06		Published	
9	RAE'S CREEK Trademark Words only	76061713 4/3/00		Abandoned 12/14/01 Failure to respond to Official Action	
10	MILL RIVER GOLF Service Mark Words only	75321285 07/08/97		Abandoned 6/12/99 Failure to file Statement of Use	

**TRADEMARK STATUS
(CANADA)**

1	GOLF GALAXY	1127944 01/14/2002	TMA599889 01/19/2004	Registered	15 yr Renewal due prior to 1/19/2018 Renewals in 15 yr periods thereafter
	Words only				
	"golf" disclaimed				
2	GOLF GALAXY	0875220 04/15/1998	TMA549009 07/31/2001	Registered	15 yr Renewal due prior to 7/31/2016 Renewals in 15 yr periods thereafter
	Design + Words				
	"golf" disclaimed				
3	GOLF GALAXY	0866172 01/15/1998		Abandoned 2/2/2002 - all extensions of time used	
	Words only				
	"golf" disclaimed				

**TRADEMARK STATUS
(EUROPEAN UNION)**


1	GOLF GALAXY	000853101 06/10/1998	853101 029/20/1999	Registered	10 yr Renewal due prior to 6/10/2008 Renewals in 10 yr periods thereafter
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COUNTERPART TO TRADEMARK SECURITY AGREEMENT

This counterpart, dated February 29, 2008, is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of July 28, 2004 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

Schedule I of the Trademark Security Agreement is hereby supplemented with the information relating to the undersigned set forth as Schedule I hereto. All references in the Trademark Security Agreement to such Schedule shall be deemed to refer to such Schedule, as supplemented hereby.

CHICK'S SPORTING GOODS, INC.

By: 
Name: Timothy E. Kullman
Title: Senior Vice President
and Assistant Secretary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registration No. 1,952,333 - Chick's Sporting Goods