

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The CIT Group/Business Credit, Inc.		10/15/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	United Merchandising Corp.
Street Address:	2525 East El Segundo Boulevard
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: CALIFORNIA

Name:	Big 5 Corp.
Street Address:	2525 East El Segundo Boulevard
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1929798	BIG 5
Serial Number:	74655806	GOLDEN BEAR
Serial Number:	74655760	GOLDEN BEAR
Serial Number:	74655872	RUGGED EXPOSURE
Serial Number:	74655965	HOT VOLTAGE
Serial Number:	74655962	SPORT ESSENTIALS
Serial Number:	74655805	PACIFICA
Registration Number:	1861866	COURT CASUALS

TRADEMARK

900174243

REEL: 004298 FRAME: 0514

CH \$215.00 1929798

CORRESPONDENCE DATA

Fax Number: (310)203-7199
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (310) 277-1010
Email: jwald@irell.com, mcohen@irell.com,
TRADEMARKS@IRELL.COM
Correspondent Name: Jane Shay Wald, Esq.
Address Line 1: 1800 Avenue of the Stars
Address Line 2: Suite 900
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	142745-0031-KEND
NAME OF SUBMITTER:	Jane Shay Wald
Signature:	/janeshaywald/
Date:	10/18/2010

Total Attachments: 10
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**Release of Grant of Security Interest In and
Collateral Assignment of Trademarks and Licenses**

WHEREAS, by a certain Grant of Security Interest In and Collateral Assignment of Trademarks and Licenses (the "*Security Interest*") dated as of March 8, 1996 among United Merchandising Corp., a California corporation, now Big 5 Corp, a Delaware corporation, (as evidenced by the merger and change of name documents recorded in the Patent and Trademark Office on November 2, 2000 at Reel 2175 Frame 822), (referred to herein as the "*Assignor*") to The CIT Group/Business Credit, Inc., as Agent ("*Assignee*"), which Security Interest was recorded with the United States Patent and Trademark Office on March 27, 1996 at Reel 1414, Frame 0637, and as attached hereto, Assignor granted to The CIT Group/Business Credit, Inc., a security interest in and lien on those trademarks, trade names, trade styles and service marks registered in the United States Patent and Trademark Office (the "*Trademarks*") and owned by Assignor and set forth on Schedule A hereto;

WHEREAS, The CIT Group/Business Credit, Inc., desires to release its security interest in and lien on the trademarks set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The CIT Group/Business Credit, Inc., does hereby release its security interest in and lien on the trademarks set forth on Schedule A hereto and reassigns to Assignor all right, title and interest of The CIT Group/Business Credit, Inc., in and to such trademarks.

The CIT Group/Business Credit, Inc.

Dated: October __, 2010

By: _____

Name:

Title:



**Eddy L. Milstein
Vice President**

SCHEDULE A

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date	Renewal Date	Docket
Big 5	74/590746	10/24/94	1929798	10/24/95	10/24/05	209/098
Court Casuals	74/390426	5/12/93	1861866	11/8/94	5/12/04	203037
Golden Bear	74/655806 74/655760	4/4/95				
Rugged Exposure	74/655872	4/4/95				211/175
Hot Voltage	74/655965	4/4/95				211/177
Sport Essentials	74/655962					211/176
Pacifica	74/655805	4/4/95				211/178

RECORDED: 03/27/1996

TRADEMARK
REEL: 1414 FRAME: 0645

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TRADEMARK
REEL: 004298 FRAME: 0517

TRADEMARK

03-27-1996

5.00

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please



copy thereof

1. Name of conveying party(ies): MRD 3-27-96 2.N

UNITED MERCHANDISING CORP.

Name: The CIT Group/Business Credit, Inc.

Internal Address: 300 South Grand Avenue

Street Address: _____

City: Los Angeles State: CA ZIP: 90071

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

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

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

(Designations must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: MAR 26 8, 1996

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

A. Trademark Application No.(s)

SEE SCHEDULE ATTACHED

B. Trademark registration No.(s)

SEE SCHEDULE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Na 43249 Return To
 National Code Corporation
 225 W. 34th St., Suite 2110
 New York, N.Y. 10122
 (800) 221-0102 (212) 947-7200

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41): _____ \$ 84.00

- Enclosed
- Authorized to be charged to deposit account

Street Address: _____

8. Deposit account number: 40 E
175-00 E
30 E

City: _____ State: _____ ZIP: _____

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Michael J. Cleary

Name of Person Signing

Michael J. Cleary

Signature

3/15/96

Date

Total number of pages comprising cover sheet: 2

OMS No. 0681-0011 (rev. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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REEL: 1414 FRAME: 0637

TRADEMARK

REEL: 004298 FRAME: 0518

SCHEDULE A

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date	Renewal Date	Docket
Big 5	74/590746	10/24/94	1929798	10/24/95	10/24/05	209/098
Court Casuals	74/390426	5/12/93	1861866	11/8/94	5/12/04	203037
Golden Bear	74/655806 74/655760	4/4/95				
Rugged Exposure	74/655872	4/4/95				211/175
Hot Voltage	74/655965	4/4/95				211/177
Sport Essentials	74/655962					211/176
Pacifica	74/655805	4/4/95				211/178

TRADEMARK
REEL: 1414 FRAME: 0638

TRADEMARK
REEL: 004298 FRAME: 0519

**GRANT OF SECURITY INTEREST IN AND COLLATERAL
ASSIGNMENT OF TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN AND COLLATERAL ASSIGNMENT OF TRADEMARKS AND LICENSES ("Assignment") made as of this 8th day of March, 1996 by United Merchandising Corp., an California corporation, with its principal place of business at 2525 East El Segundo Boulevard, El Segundo, CA 90245 ("Assignor"), and The CIT Group/Business Credit, Inc., as Agent, a New York corporation, with its offices at 300 South Grand Avenue, Los Angeles, CA 90071 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Financing Agreement of even date herewith ("Financing Agreement"), which Financing Agreement provides (i) for the Assignee, as Agent for the Lenders, to a) make revolving loans and b) assist the Assignor in obtaining letters of credit, all to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in and collateral assignment of certain of the Collateral, all as more fully defined in the Financing Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Financing Agreement. The Financing Agreement and the terms and provisions thereof are hereby incorporated into this Assignment in their entirety by this reference. Terms not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.
2. Grant of Security Interest. To secure the payment of the Obligations, Assignor hereby grants to Assignee, as Agent for the Lenders, a security interest, effective immediately,

in all of Assignor's rights, title and interests in the United States in and to all of the following described property, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

- (i) Trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Schedule A, attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks and trademark applications, including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing trademarks, trademark registrations, tradenames and applications are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
 - (ii) Any license agreement in which Assignor is or becomes licensed to use a trademark and which license agreement is transferable, either by its terms or by operation of law (the "Licensees"); and
 - (iii) The goodwill of Assignor's business connected with and symbolized by the Trademarks.
3. Assignment of Licenses. In addition to all other rights granted to Assignee under the Financing Agreement and this Assignment, Assignor further assigns, transfers and sets over to Assignee as collateral any right of Assignor under any license agreement with any other party and which license agreement is transferable, either by its terms

or by operation of law, whether Assignor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such license and agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees (to the extent provided in the agreements with such licensees), or fail to take any action, which would have a material adverse effect on the validity or enforcement of the rights transferred to Assignee under this Assignment. Assignor hereby covenants that it will promptly notify Assignee if any Trademark shall at any time hereafter become subject to any license agreement and that it will promptly provide Assignee with full identification thereof and with such further documentation as Assignee may reasonably request to accomplish or assure the accomplishment of the purpose of this Section 4.

4. Condition of Assignment. The condition of this Assignment is such that unless and until there occurs an Event of Default, Assignor has the right to continue to use the Intellectual Property Collateral in the normal course of business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default, such right will, upon the written exercise by Assignee of the rights provided by this Assignment (which written exercise may be in the form of a private or public sale in the manner provided by the Uniform Commercial Code), be revoked and the right of Assignor to enjoy the uses, benefits, royalties, and profits of said Intellectual Property Collateral will wholly cease, whereupon Assignee shall be entitled to all of Assignor's right, title and interest in and to the Intellectual Property Collateral hereby assigned. The term of the assignments granted herein shall extend until a) the expiration of each of the respective Trademarks and Licenses assigned hereunder, or b) the Obligations have been paid in full and

the Financing Agreement has been terminated, whichever occurs first. This Assignment will not operate to place upon Assignee any duty or responsibility to maintain the Intellectual Property.

5. **Events of Default.** Any of the following constitutes an Event of Default under this Assignment:

- (i) Assignor fails to perform or observe any agreement, covenant, or condition required under this Assignment and such failure is not corrected to Assignee's reasonable satisfaction within twenty (20) Business Days of notice to Assignor;
- (ii) If any warranty or representation made by Borrower in this Assignment shall be false or misleading in any material respect; or
- (iii) The occurrence of an Event of Default under the Financing Agreement.

6. **Remedies.** Upon the occurrence of an Event of Default, Assignee may, at its option, at any time:

- (i) Terminate the rights retained by the Assignor, as specified in the preceding Section 6;
- (ii) Sell, assign, use or transfer any of the Trademarks or Licenses in connection with the exercise of the rights contained in the Financing Agreement; or
- (iii) Exercise any of the rights and remedies granted to a secured party under the Uniform Commercial Code.

7. **Power of Attorney.** Assignor hereby grants Assignee, as Agent for the Lenders, a power of attorney coupled with an interest to execute any documentation or take any action

required to fulfill the terms, provisions and conditions of this Assignment.

8. **Notices.** Assignor covenants and agrees that it will give Assignee written notice, in the manner provided in the Financing Agreement of any of the foregoing, but only to the extent that any such event is reasonably likely to have a material adverse effect on the Company:
- (i) any claim by a third party that the Assignor has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of the Assignor; or
 - (iii) any application made by the Assignor to register Trademarks other than those listed on Schedule A to this Assignment on the date of its execution.
9. **Further Assurances.** Assignor will take any such action as Assignee may reasonably require to further confirm or protect Assignee's rights in the Trademarks and Licenses hereby assigned.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the 8th day of March, 1996.

UNITED MERCHANDISING CORP.

By Steven D. Miller
Title: President

Keith Paul Smith (Seal)
Secretary


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TRADEMARK
REEL: 1414 FRAME: 0643

TRADEMARK
REEL: 004298 FRAME: 0524

Agreed and Accepted this
8th day of March, 1996

THE CIT GROUP/BUSINESS CREDIT, INC.

By  _____
Title: Vice President

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