

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Academy, Ltd.		08/03/2011	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding Inc., as Collateral Agent		
Street Address:	1 Pierrepont Plaza, 7th Flr		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	22201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	1911968	ACADEMY	
Registration Number:	2445834	TOURNAMENT CHOICE	
Registration Number:	1934344	EXERTEC	
Registration Number:	2735111	TOURNAMENT CHOICE	
Registration Number:	2652260	O'RAGEOUS	
Registration Number:	2550528	POLAR EDGE	
Registration Number:	3555120	POLAR EDGE	
Registration Number:	3512490	POLAR EDGE	
Registration Number:	2759213	MAGELLAN SPORTSWEAR	
Registration Number:	2595293	MAGELLAN SPORTSWEAR	
Registration Number:	2834786	ACADEMY.COM	
Registration Number:	2929133	ROLLIN' ON	
Registration Number:	2838337	ROLLIN' ON	
Registration Number:	3886692	ROLLIN' ON	

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TRADEMARK

Registration Number:	2792122	COOL SKIN
Registration Number:	3282319	BRAVA
Registration Number:	3858373	BRAVA
Registration Number:	2308953	OZONE 500
Registration Number:	2915983	TC TIMBER CREEK
Registration Number:	2436094	GOLFMATE
Registration Number:	3156072	GOLFMATE
Registration Number:	3674089	GOLFMATE
Registration Number:	3007751	TIMBER CREEK
Registration Number:	2931835	AUTUMN RUN
Registration Number:	3340819	BELIZE
Registration Number:	3195275	BELIZE
Registration Number:	1458448	GAME WINNER
Registration Number:	3086749	IFORCE
Registration Number:	3386758	ARETÉ
Registration Number:	3875068	O'RAGEOUS
Registration Number:	3680953	O'RAGEOUS
Registration Number:	3392580	CODE ROVER
Registration Number:	3758762	CODE ROVER
Registration Number:	3305400	ACADEMY OUTDOORS
Registration Number:	3338039	ACADEMY SPORTS + OUTDOORS
Registration Number:	3419314	IFORCE
Registration Number:	3864746	X
Registration Number:	3854297	X
Registration Number:	3864745	H2O XPRESS
Registration Number:	3854295	H2O XPRESS
Registration Number:	3848133	H2O X XPRESS
Registration Number:	3854296	H2O X XPRESS
Registration Number:	3554891	COOL DOME
Registration Number:	3966581	MARINE RAIDER
Registration Number:	3551139	CAMPER'S ATTIC
Registration Number:	3551140	POCKET SOCKET
Registration Number:	3894208	SPLASHIN' FUN
Registration Number:	3603796	LIL' GAMER KIDS WEAR
Registration Number:	2426317	MAGELLAN FOOTWEAR

	3993133	RIGHT GIFTS. LOW PRICES. EVERYDAY!
Serial Number:	77410883	OZONE 500
Serial Number:	85292869	GOLFMATE
Serial Number:	77245696	GAME WINNER
Serial Number:	85368137	GAME WINNER
Serial Number:	85179675	RIGHT STUFF. LOW PRICE. EVERYDAY!
Serial Number:	85179690	RIGHT STUFF. LOW PRICE. EVERYDAY!
Serial Number:	85179732	RIGHT GIFTS. LOW PRICES. EVERYDAY!
Serial Number:	85317991	BRAVA
Serial Number:	85336367	BRAZOS
Serial Number:	77981279	GAME WINNER

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3345
Email: david.adams@thomsonreuters.com
Correspondent Name: James P. Murphy, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	08/03/2011

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 3, 2011 is made by Academy, Ltd., a Texas limited partnership (the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 3, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Academy, Ltd., a Texas limited partnership, (the "Company" and following the consummation of the Merger, the "Surviving Borrower"), Allstar Sub LLC, a Delaware limited liability company (the "Initial Borrower"), the Lenders party thereto and Morgan Stanley Senior Funding, Inc. as administrative agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, Surviving Borrower, Initial Borrower and any Subsidiaries of the Company that become a party thereto, have executed and delivered a Security Agreement, dated as of August 3, 2011 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other financial accommodations to the Company pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent-to-use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with

the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

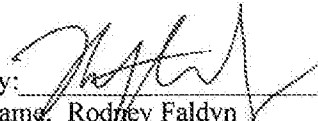
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACADEMY, LTD.,
as Grantor


By: Academy Managing Co., L.L.C., as its general partner

By: 
Name: Rodney Faldyn
Title: President and Chief Executive Officer

[Grant of Security Interest in Trademark Rights – Term Loan]

TRADEMARK
REEL: 004596 FRAME: 0864

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Emily Johnson
Title: Vice President

[Grant of Security Interest in Trademark Rights – Term Loan]

TRADEMARK
REEL: 004596 FRAME: 0865

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
ACADEMY	74/510,408 04/07/1994	1,911,968 08/15/1995	Academy, Ltd.
TOURNAMENT CHOICE	75/802,497 09/16/1999	2,445,834 04/24/2001	Academy, Ltd.
EXERTEC	74/552,820 07/25/1994	1,934,344 11/07/1995	Academy, Ltd.
TOURNAMENT CHOICE	75/983,249 09/15/1999	2,735,111 07/08/2003	Academy, Ltd.
O'RAGEOUS	75/806,728 09/22/1999	2,652,260 11/19/2002	Academy, Ltd.
POLAR EDGE	75/732,269 06/17/1999	2,550,528 03/19/2002	Academy, Ltd.
POLAR EDGE	77/411,355 03/03/2008	3,555,120 12/30/2008	Academy, Ltd.
POLAR EDGE	77/484,667 05/28/2008	3,512,490 10/07/2008	Academy, Ltd.
MAGELLAN SPORTSWEAR	75/791,920 09/02/1999	2,759,213 09/02/2003	Academy, Ltd.
MAGELLAN SPORTSWEAR	75/982,242 09/02/1999	2,595,293 07/16/2002	Academy, Ltd.
ACADEMY.COM	76/017,934 04/04/2000	2,834,786 04/20/2004	Academy, Ltd.
ROLLIN' ON	76/178,065 12/08/2000	2,929,133 03/01/2005	Academy, Ltd.
ROLLIN' ON	76/975,965 12/08/2000	2,838,337 05/04/2004	Academy, Ltd.
ROLLIN' ON	77/406,340 02/26/2008	3,886,692 12/07/2010	Academy, Ltd.
COOL SKIN	76/278,641 06/29/2001	2,792,122 12/09/2003	Academy, Ltd.
BRAVA	78/160,922 09/05/2002	3,282,319 08/21/2007	Academy, Ltd.
BRAVA	78/174,073 10/14/2002	3,858,373 10/05/2010	Academy, Ltd.
OZONE 500	75/568,643 10/13/1998	2,308,953 01/18/2000	Academy, Ltd.
OZONE 500	77/410,883 03/03/2008		Academy, Ltd.
TC TIMBER CREEK	78/174,126 10/14/2002	2,915,983 01/04/2005	Academy, Ltd.

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
GOLFMATE	75/387,626 11/10/1997	2,436,094 03/20/2001	Academy, Ltd.
GOLFMATE	78/379,682 03/05/2004	3,156,072 10/17/2006	Academy, Ltd.
GOLFMATE	77/474,131 05/14/2008	3,674,089 08/25/2009	Academy, Ltd.
GOLFMATE	85/292,869 04/12/2011		Academy, Ltd.
TIMBER CREEK	78/174,121 10/14/2002	3,007,751 10/18/2005	Academy, Ltd.
AUTUMN RUN	78/251,354 05/19/2003	2,931,835 03/08/2005	Academy, Ltd.
BELIZE	78/289,063 08/19/2003	3,340,819 11/20/2007	Academy, Ltd.
BELIZE	78/977,513 08/19/2003	3,195,275 01/02/2007	Academy, Ltd.
GAME WINNER	73/639,944 01/15/1987	1,458,448 09/22/1987	Academy, Ltd.
GAME WINNER	77/245,696 08/02/2007		Academy, Ltd.
GAME WINNER	85/368,137 07/11/2011		Academy, Ltd.
GAME WINNER	77/981,279 08/02/2007	3,945,890 04/12/2011	Academy, Ltd.
IFORCE	78/560,600 02/04/2005	3,086,749 04/25/2006	Academy, Ltd.
ARETÉ	78/881,046 05/11/2006	3,386,758 02/19/2008	Academy, Ltd.
O'RAGEOUS	78/885,649 05/17/2006	3,875,068 11/09/2010	Academy, Ltd.
O'RAGEOUS	77/474,268 05/14/2008	3,680,953 09/08/2009	Academy, Ltd.
CODE ROVER	77/093,553 01/29/2007	3,392,580 03/04/2008	Academy, Ltd.
CODE ROVER	77/603,044 10/29/2008	3,758,762 03/09/2010	Academy, Ltd.
ACADEMY OUTDOORS	77/029,026 10/25/2006	3,305,400 10/09/2007	Academy, Ltd.
ACADEMY SPORTS+OUTDOORS	77/037,343 11/06/2006	3,338,039 11/20/2007	Academy, Ltd.
IFORCE	77/081,591 01/12/2007	3,419,314 04/29/2008	Academy, Ltd.
	77/129,261 03/13/2007	3,864,746 10/19/2010	Academy, Ltd.
	77/515,633 07/07/2008	3,854,297 09/28/2010	Academy, Ltd.

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
H2O XPRESS	77/129,249 03/13/2007	3,864,745 10/19/2010	Academy, Ltd.
H2O XPRESS	77/515,560 07/07/2008	3,854,295 09/28/2010	Academy, Ltd.
 H2O XPRESS	77/129,258 03/13/2007	3,848,133 09/14/2010	Academy, Ltd.
 H2O XPRESS	77/515,608 07/07/2008	3,854,296 09/28/2010	Academy, Ltd.
COOL DOME	77/260,710 08/21/2007	3,554,891 12/30/2008	Academy, Ltd.
MARINE RAIDER	77/216,957 06/27/2007	3,966,581 05/24/2011	Academy, Ltd.
CAMPER'S ATTIC	77/260,697 08/21/2007	3,551,139 12/23/2008	Academy, Ltd.
POCKET SOCKET	77/260,702 08/21/2007	3,551,140 12/23/2008	Academy, Ltd.
SPLASHIN' FUN	77/264,746 08/27/2007	3,894,208 12/21/2010	Academy, Ltd.
LIL' GAMER KIDS WEAR	77/359,222 12/26/2007	3,603,796 04/07/2009	Academy, Ltd.
RIGHT STUFF. LOW PRICE. EVERYDAY!	85/179,675 11/18/2010		Academy, Ltd.
RIGHT STUFF. LOW PRICE. EVERYDAY!	85/179,690 11/18/2010		Academy, Ltd.
MAGELLAN FOOTWEAR	75/737,502 06/25/1999	2,426,317 02/06/2001	Academy, Ltd.
RIGHT GIFTS. LOW PRICES. EVERYDAY!	85/179,710 11/18/2010	3,993,133 07/12/2011	Academy, Ltd.
RIGHT GIFTS. LOW PRICES. EVERYDAY!	85/179,732 11/18/2010		Academy, Ltd.
BRAVA	85/317,991 05/11/2011		Academy, Ltd.
BRAZOS	85/336,367 06/02/2011		Academy, Ltd.