

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361044

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE SPORTS AUTHORITY, INC.		11/03/2015	CORPORATION: DELAWARE
TSA STORES, INC.		11/03/2015	CORPORATION: DELAWARE
TSA GIFT CARD, INC.		11/03/2015	CORPORATION: VIRGINIA
SLAP SHOT HOLDINGS CORP.		11/03/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	40 BROAD STREET
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 124

Property Type	Number	Word Mark
Registration Number:	4443583	AXIAL
Registration Number:	4365693	CLEAR THE GEAR
Registration Number:	4809078	
Registration Number:	4810338	
Registration Number:	4558471	DIAMOND SCOT
Registration Number:	4451995	EVERY 4 YEARS THE WORLD COMES TOGETHER
Registration Number:	4832247	EVO
Registration Number:	4447328	FEARLESS
Registration Number:	4474077	G-FORCE
Registration Number:	4245590	LASER
Registration Number:	4575601	LIGHT UP THE DIAMOND
Registration Number:	4709362	LIGHT UP THE FIELD
Registration Number:	4709363	LIGHT UP YOUR GAME
Registration Number:	4304377	NATIONAL FOOTBALL AUTHORITY

OP \$3115.00 4443583

Property Type	Number	Word Mark
Registration Number:	4507052	OUTFIT · TRAIN · EXCEL
Registration Number:	4302658	OUTLAW
Registration Number:	4302526	POWER PLAY DEALS
Registration Number:	4332631	PRAVADA
Registration Number:	4507272	PRO SPIN
Registration Number:	4507053	REDEFINE YOUR RUN
Registration Number:	4459388	S.A. GEAR
Registration Number:	4238369	SHARE THE GOOD
Registration Number:	4796403	SLALOM
Registration Number:	4389315	SPEED CHAMBER
Registration Number:	4575804	SPORT YOUR PINK
Registration Number:	4601856	SPORTS AUTHORITY FIELD AT MILE HIGH
Registration Number:	4354588	SPORTS AUTHORITY FIELD AT MILE HIGH
Registration Number:	4354585	SPORTS AUTHORITY FIELD AT MILE HIGH
Registration Number:	4601857	SPORTS AUTHORITY FIELD AT MILE HIGH
Registration Number:	4426023	SWING TACK
Registration Number:	4632900	SWING TACK
Registration Number:	4440172	TDX
Registration Number:	4335607	THE LEAGUE BY SPORTS AUTHORITY
Registration Number:	4590250	THERE'S NOTHING LIKE THE GIFT OF SPORT
Registration Number:	4293519	TOMMY ARMOUR
Registration Number:	4358337	TOMMY ARMOUR
Registration Number:	4358288	TOMMY ARMOUR
Registration Number:	4432450	TORCH
Registration Number:	4752463	Y
Registration Number:	4606272	ZEBRA
Registration Number:	4814270	ZEBRA
Registration Number:	4150928	ALL THINGS SPORTING GOOD
Registration Number:	4010160	ALPINE DESIGN
Registration Number:	3881335	ASPIRE
Registration Number:	3890168	BACKYARD AUTHORITY
Registration Number:	3913372	BASEBALL AUTHORITY
Registration Number:	3365803	BODYFIT BY SPORTS AUTHORITY
Registration Number:	3773246	CIPHER
Registration Number:	1985952	CLASSIC SPORT
Registration Number:	3613494	DRI-LOGIC
Registration Number:	2849078	DRI-LOGIC
Registration Number:	4117103	DYNAMIC LAUNCH TECHNOLOGY

Property Type	Number	Word Mark
Registration Number:	4218286	FOOTWEAR AUTHORITY
Registration Number:	3789356	HORIZON
Registration Number:	3773245	ICON
Registration Number:	3946479	LADY LC
Registration Number:	4057404	MESA
Registration Number:	4057473	MESA
Registration Number:	3769062	NEBULA
Registration Number:	4039941	OUTDOOR SERIES
Registration Number:	2971311	OXIDE
Registration Number:	4075144	PASS THE GOOD
Registration Number:	3753262	QUEST
Registration Number:	3753260	RALLY
Registration Number:	4135541	RAM
Registration Number:	1255411	RECOVERY
Registration Number:	3808011	RUNNING AUTHORITY
Registration Number:	3979257	S.A. ELITE SPORTS AUTHORITY
Registration Number:	4039532	S.A. ELITE SPORTS AUTHORITY
Registration Number:	4068001	S.A. GEAR
Registration Number:	4106141	SA GEAR
Registration Number:	2845586	SPORTS AUTHORITY
Registration Number:	4317280	SPORTS AUTHORITY
Registration Number:	3894038	TENNIS AUTHORITY
Registration Number:	4089153	TERRAIN
Registration Number:	3867700	TONING AUTHORITY
Registration Number:	3887578	TORCH
Registration Number:	3889965	TRAINING AUTHORITY
Registration Number:	3891451	TREMOR
Registration Number:	3753261	ULTIMATE VICE
Registration Number:	3770153	WRATH
Registration Number:	3889966	YOUR BACKYARD AUTHORITY
Registration Number:	3994890	YOUR BASKETBALL AUTHORITY
Registration Number:	3999310	YOUR DRIVER AUTHORITY
Registration Number:	4003519	YOUR FITNESS AUTHORITY
Registration Number:	3886382	YOUR FOOTBALL AUTHORITY
Registration Number:	3867699	YOUR GOLF AUTHORITY
Registration Number:	3893325	YOUR HUNTING AUTHORITY
Registration Number:	3867698	YOUR OUTDOOR AUTHORITY
Registration Number:	3890225	YOUR RUNNING AUTHORITY

Property Type	Number	Word Mark
Registration Number:	3867697	YOUR SOCCER AUTHORITY
Registration Number:	4003514	YOUR TENNIS AUTHORITY
Registration Number:	3894092	YOUR TONING AUTHORITY
Serial Number:	86731271	845 BLACK
Serial Number:	85663591	ASPIRE
Serial Number:	85943900	ASPIRE ELITE
Serial Number:	85943895	ASPIRE STUDIO
Serial Number:	86004291	ASPIRE TO BE YOU
Serial Number:	86112027	BLOOM
Serial Number:	86160223	BLOOM
Serial Number:	86630662	BODYFIT BY SPORTS AUTHORITY
Serial Number:	85819220	CLASSIC SPORT
Serial Number:	86302655	
Serial Number:	86160218	
Serial Number:	86383816	FX DISTANCE
Serial Number:	86383812	FX MAX
Serial Number:	86780722	GIFT OF SPORT
Serial Number:	86576591	HEATTRAYL
Serial Number:	86402893	LA AUTORIDAD DE DEPORTES
Serial Number:	86402890	LA AUTORIDAD DEL DEPORTE
Serial Number:	86402883	LA AUTORIDAD EN DEPORTES
Serial Number:	86286070	NATURALLY CENTERED
Serial Number:	86302653	OXIDE
Serial Number:	85963796	PARKSIDE
Serial Number:	86563532	PARKSIDE
Serial Number:	86706996	SPORTMART
Serial Number:	86000887	STORMTRAYL
Serial Number:	85660069	STORMTRAYL
Serial Number:	86245912	TERRAIN
Serial Number:	85612048	TRAYL
Serial Number:	85612056	TRAYL
Serial Number:	86017113	WINDTRAYL
Serial Number:	86565117	WORK AUTHORITY
Serial Number:	85612257	Y

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

REEL: 005660 FRAME: 0240

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F159276

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 11/03/2015

Total Attachments: 18

source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page1.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page2.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page3.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page4.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page5.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page6.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page7.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page8.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page9.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page10.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page11.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page12.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page13.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page14.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page15.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page16.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page17.tif
source=Final - 2015 Second Amendment to 2nd A&R Facility - Intellectual Property Security Agreement#page18.tif

**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this “Second Amendment”) is made as of the 3rd day of November, 2015 by and among (a) each of the Persons listed on Schedule I hereto (each such Person, individually, a “Borrower” and, collectively, the “Borrowers”), (b) each of the Persons listed on Schedule II hereto (each such Person, individually, a “Guarantor” and, collectively, the “Guarantors”) (the Borrowers 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 Credit 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 Second Amended and Restated Credit Agreement, dated as of May 17, 2012 (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 Credit Parties, (iii) the Collateral Agent, (iv) Wells Fargo Bank, National Association, as FILO Agent, and (v) the lenders from time to time party thereto (individually, a “Lender” and, collectively, the “Lenders”), pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, as a condition to the Lenders agreeing to make Loans and to the L/C Issuer agreeing to issue Letters of Credit, the Lenders required, among other things, that the Grantors execute and deliver that certain Intellectual Property Security Agreement, dated as of May 3, 2006 and filed with the US Patent and Trademark Office (the “USPTO”) on May 15, 2006 at Reel 3308, Frame 633, as amended by that certain First Amendment to Intellectual Property Security Agreement dated as of February 23, 2010 and filed with the USPTO on March 24, 2010 at Reel 4173, Frame 677 (as amended, modified, supplemented or restated and in effect from time to time, the “IP Security Agreement”), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor granted to the Collateral Agent (for its own benefit and the benefit of the other Credit Parties) a security interest in and to the IP Collateral (as defined therein), in order to secure the Secured Obligations (as defined therein); and

WHEREAS, the Grantors and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement to include the additional Trademarks and Patents, as more particularly set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).
2. Amendment to Exhibit B. **EXHIBIT B** to the IP Security Agreement is hereby supplemented to include the Patents more particularly described on **EXHIBIT B-2** attached hereto. For purposes of clarity, such **EXHIBIT B-2** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement.
3. Amendment to Exhibit C. **EXHIBIT C** to the IP Security Agreement is hereby supplemented to include the Trademarks more particularly described on **EXHIBIT C-2** attached hereto. For purposes of clarity, such **EXHIBIT C-2** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.
4. Effect on IP Security Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the IP Security Agreement remain in full force and effect. Each of the Grantors hereby ratifies, confirms, and reaffirms that all of the representations and warranties of the Grantors contained in the IP Security Agreement are true and correct in all material respects on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date.
5. Counterparts. This Second Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered, each shall be an original, and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page hereto by telecopy or e-mail of a PDF copy shall be effective as delivery of a manually executed counterpart hereof.
6. Entire Agreement. This Second Amendment expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
7. Severability. Any provision of this Second Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.
8. Consultation with Counsel. Each of the Grantors represents and warrants that it has consulted with independent legal counsel of its selection in connection with this Second Amendment and is not relying on any representations or warranties of the Collateral Agent or the Lenders or their counsel in entering into this Second Amendment.
9. Governing Law. This Second Amendment shall be construed, governed, and enforced pursuant to the laws of the State of New York.

10. 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 the IP Security Agreement, as amended, modified and supplemented pursuant to this Second Amendment 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 Second Amendment, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

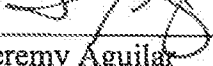
[SIGNATURE PAGES FOLLOW]

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.

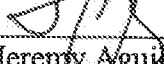
GRANTORS:

BORROWERS:

THE SPORTS AUTHORITY, INC.

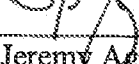
By: 
Name: Jeremy Aguilar
Title: Chief Financial Officer, Executive
Vice President

TSA STORES, INC.

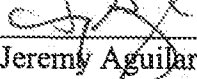
By: 
Name: Jeremy Aguilar
Title: Chief Financial Officer, Executive
Vice President

GUARANTORS:

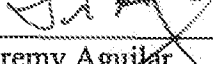
THE SPORTS AUTHORITY, INC.

By: 
Name: Jeremy Aguilar
Title: Chief Financial Officer, Executive
Vice President

TSA GIFT CARD, INC.

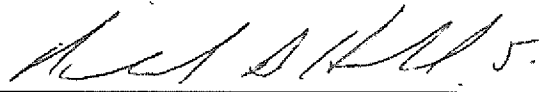
By: 
Name: Jeremy Aguilar
Title: Treasurer

SLAP SHOT HOLDINGS CORP.

By: 
Name: Jeremy Aguilar
Title: Chief Financial Officer, Executive
Vice President

**COLLATERAL
AGENT:**

BANK OF AMERICA, N.A.

By: 
Name: Rick Hill
Title: Managing Director

Second Amendment to Intellectual Property Security Agreement

**TRADEMARK
REEL: 005660 FRAME: 0246**

EXHIBIT B-2

Patents

Title	Country	Serial #	Filed Date	Issue Date	Patent #	Status
Club Display Hanger	USA	14/627,922	2/20/2015			PENDING
Filtering Product Reviews Based on Physical Attributes	USA	14/661,732	3/18/2015			PENDING
Club Display Hanger	USA	29/531,080	6/23/2015			PENDING
Club Display Hanger	USA	14/627,922	2/20/2015			PENDING
Filtering Product Reviews Based on Physical Attributes	USA	14/661,732	3/18/2015			PENDING
Club Display Hanger	USA	29/531,080	6/23/2015			PENDING

EXHIBIT C-2







Trademarks





TRADEMARK	APP. DATE	APP. NO	REG. DATE	REG. NO
AXIAL	19-Apr-13	85909162	3-Dec-13	4443583
CLEAR THE GEAR	9-Apr-12	85592649	9-Jul-13	4365693
DESIGN (Alpine) 	31-Jul-12	85983727	8-Sep-15	4809078
DESIGN (Yoga Figure) 	8-Jan-14	86976918	8-Sep-15	4810338
DIAMOND SCOT	19-Apr-13	85909158	1-Jul-14	4558471
EVERY 4 YEARS THE WORLD COMES TOGETHER	20-Apr-12	85604407	17-Dec-13	4451995
EVO	8-Mar-13	85871272	13-Oct-15	4832247
FEARLESS	19-Apr-13	85909177	10-Dec-13	4447328
G-FORCE	19-Apr-13	85909166	28-Jan-14	4474077
LASER	9-Apr-12	85592955	20-Nov-12	4245590
LIGHT UP THE DIAMOND	30-Dec-13	86154313	29-Jul-14	4575601
LIGHT UP THE FIELD	21-Jan-14	86170683	24-Mar-15	4709362
LIGHT UP YOUR GAME	21-Jan-14	86170690	24-Mar-15	4709363
NATIONAL FOOTBALL AUTHORITY 	1-Jun-12	85641291	19-Mar-13	4304377
OUTFIT · TRAIN · EXCEL	10-Dec-12	85798809	1-Apr-14	4507052
OUTLAW	24-Feb-12	85552353	12-Mar-13	4302658
POWER PLAY DEALS	5-Jan-12	85509872	12-Mar-13	4302526
PRAVADA	19-Dec-11	85498851	7-May-13	4332631
PRO SPIN	7-Jan-13	85816807	1-Apr-14	4507272
REDEFINE YOUR RUN	10-Dec-12	85798814	1-Apr-14	4507053
S.A. GEAR & Design 	19-Mar-10	77963449	31-Dec-13	4459388
SHARE THE GOOD	28-Feb-11	85253276	6-Nov-12	4238369
SLALOM (2014)	22-May-14	86289141	18-Aug-15	4796403
SPEED CHAMBER	14-Jun-12	85651433	20-Aug-13	4389315
SPORT YOUR PINK	3-Jan-14	86157071	29-Jul-14	4575804

Exhibit C-2






Second Amendment to Intellectual Property Security Agreement



TRADEMARK
REEL: 005660 FRAME: 0248

TRADEMARK	APP. DATE	APP. NO	REG. DATE	REG. NO
SPORTS AUTHORITY & Design (Red Rectangle) 	5-Nov-12	85771620	9-Apr-13	4317280
SPORTS AUTHORITY FIELD AT MILE HIGH	19-Jan-12	85519833	9-Sep-14	4601856
SPORTS AUTHORITY FIELD AT MILE HIGH & Design 	11-Aug-11	85395430	18-Jun-13	4354588
SPORTS AUTHORITY FIELD AT MILE HIGH & Design 	11-Aug-11	85395159	18-Jun-13	4354585
SPORTS AUTHORITY FIELD AT MILE HIGH & Design 	19-Jan-12	85519838	9-Sep-14	4601857
SWING TACK	18-Oct-11	85450058	29-Oct-13	4426023
SWING TACK	11-Oct-12	85751803	4-Nov-14	4632900
TDX	19-Apr-13	85909174	26-Nov-13	4440172
THE LEAGUE BY SPORTS AUTHORITY	18-Aug-11	85401025	14-May-13	4335607
THERE'S NOTHING LIKE THE GIFT OF SPORT	18-Sep-13	86068116	19-Aug-14	4590250
TOMMY ARMOUR	14-Jun-10	85978304	19-Feb-13	4293519
TOMMY ARMOUR	14-Jun-10	85062215	25-Jun-13	4358337
TOMMY ARMOUR	15-Oct-09	77849807	25-Jun-13	4358288
TORCH	4-Apr-13	85895396	12-Nov-13	4432450
Y Design 	30-Apr-12	85982224	9-Jun-15	4752463
ZEBRA	15-Jan-13	85823347	16-Sep-14	4606272
ZEBRA (Stylized) 	3-Jul-14	86328131	15-Sep-15	4814270



TRADEMARK	APP. DATE	APP. NO	REG. DATE	REG. NO
ALL THINGS SPORTING GOOD	4-Oct-10	85144142	29-May-12	4150928
ALPINE DESIGN & Design (Two Peaks) 	2-Jul-04	78445593	9-Aug-11	4010160
ASPIRE	23-Oct-09	77856137	23-Nov-10	3881335
AXIAL	19-Apr-13	85909162	3-Dec-13	4443583
BACKYARD AUTHORITY	29-Apr-10	85026569	14-Dec-10	3890168
BASEBALL AUTHORITY	13-Apr-10	85012850	1-Feb-11	3913372
BODYFIT BY SPORTS AUTHORITY	21-Jun-06	78913454	8-Jan-08	3365803
CIPHER	19-Mar-09	77694835	6-Apr-10	3773246
CLASSIC SPORT & Design 	28-Apr-93	74383726	9-Jul-96	1985952
CLEAR THE GEAR	9-Apr-12	85592649	9-Jul-13	4365693
DESIGN (Alpine) 	31-Jul-12	85983727	8-Sep-15	4809078
DESIGN (Yoga Figure) 	8-Jan-14	86976918	8-Sep-15	4810338
DIAMOND SCOT	19-Apr-13	85909158	1-Jul-14	4558471
DRI-LOGIC	7-Feb-08	77391402	28-Apr-09	3613494
DRI-LOGIC	10-May-02	76976544	1-Jun-04	2849078
DYNAMIC LAUNCH TECHNOLOGY	26-Jan-11	85226515	27-Mar-12	4117103
EVERY 4 YEARS THE WORLD COMES TOGETHER	20-Apr-12	85604407	17-Dec-13	4451995
EVO	8-Mar-13	85871272	13-Oct-15	4832247
FEARLESS	19-Apr-13	85909177	10-Dec-13	4447328
FOOTWEAR AUTHORITY	29-Apr-10	85026641	2-Oct-12	4218286
G-FORCE	19-Apr-13	85909166	28-Jan-14	4474077
HORIZON	19-Mar-09	77694808	18-May-10	3789356
ICON	19-Mar-09	77694817	6-Apr-10	3773245
LADY LC	17-May-10	85040269	12-Apr-11	3946479
LASER	9-Apr-12	85592955	20-Nov-12	4245590

TRADEMARK	APP. DATE	APP. NO	REG. DATE	REG. NO
LIGHT UP THE DIAMOND	30-Dec-13	86154313	29-Jul-14	4575601
LIGHT UP THE FIELD	21-Jan-14	86170683	24-Mar-15	4709362
LIGHT UP YOUR GAME	21-Jan-14	86170690	24-Mar-15	4709363
MESA	13-Sep-10	85128414	15-Nov-11	4057404
MESA	11-Oct-10	85149734	15-Nov-11	4057473
NATIONAL FOOTBALL AUTHORITY 	1-Jun-12	85641291	19-Mar-13	4304377
NEBULA	19-Mar-09	77694855	30-Mar-10	3769062
OUTDOOR SERIES	25-Oct-10	85160019	11-Oct-11	4039941
OUTFIT · TRAIN · EXCEL	10-Dec-12	85798809	1-Apr-14	4507052
OUTLAW	24-Feb-12	85552353	12-Mar-13	4302658
OXIDE	13-Mar-02	76382227	19-Jul-05	2971311
PASS THE GOOD	10-Nov-10	85173589	20-Dec-11	4075144
POWER PLAY DEALS	5-Jan-12	85509872	12-Mar-13	4302526
PRAVADA	19-Dec-11	85498851	7-May-13	4332631
PRO SPIN	7-Jan-13	85816807	1-Apr-14	4507272
QUEST	19-Mar-09	77694867	23-Feb-10	3753262
RALLY	19-Mar-09	77694840	23-Feb-10	3753260
RAM	26-Sep-11	85431566	1-May-12	4135541
RECOVERY	20-Nov-80	73286655	25-Oct-83	1255411
REDEFINE YOUR RUN	10-Dec-12	85798814	1-Apr-14	4507053
RUNNING AUTHORITY	10-Mar-09	77687217	22-Jun-10	3808011
S.A. ELITE SPORTS AUTHORITY	31-Mar-10	85003367	14-Jun-11	3979257
S.A. ELITE SPORTS AUTHORITY & Design 	30-Jul-10	85096753	11-Oct-11	4039532
S.A. GEAR & Design 	19-Mar-10	77963449	31-Dec-13	4459388
S.A. GEAR & Design 	19-Mar-10	77982690	6-Dec-11	4068001
SA GEAR	22-Aug-08	77982911	28-Feb-12	4106141
SHARE THE GOOD	28-Feb-11	85253276	6-Nov-12	4238369
SLALOM (2014)	22-May-14	86289141	18-Aug-15	4796403
SPEED CHAMBER	14-Jun-12	85651433	20-Aug-13	4389315
SPORT YOUR PINK	3-Jan-14	86157071	29-Jul-14	4575804


TRADEMARK	APP. DATE	APP. NO	REG. DATE	REG. NO
SPORTS AUTHORITY 9Stylized) 	13-Dec-01	76348854	25-May-04	2845586
SPORTS AUTHORITY & Design (Red Rectangle) 	5-Nov-12	85771620	9-Apr-13	4317280
SPORTS AUTHORITY FIELD AT MILE HIGH	19-Jan-12	85519833	9-Sep-14	4601856
SPORTS AUTHORITY FIELD AT MILE HIGH & Design 	11-Aug-11	85395430	18-Jun-13	4354588
SPORTS AUTHORITY FIELD AT MILE HIGH & Design 	11-Aug-11	85395159	18-Jun-13	4354585
SPORTS AUTHORITY FIELD AT MILE HIGH & Design 	19-Jan-12	85519838	9-Sep-14	4601857
SWING TACK	11-Oct-12	85751803	4-Nov-14	4632900
SWING TACK	18-Oct-11	85450058	29-Oct-13	4426023
TDX	19-Apr-13	85909174	26-Nov-13	4440172
TENNIS AUTHORITY	21-Jun-10	85067849	21-Dec-10	3894038
TERRAIN	22-Oct-10	85975928	17-Jan-12	4089153
THE LEAGUE BY SPORTS AUTHORITY	18-Aug-11	85401025	14-May-13	4335607
THERE'S NOTHING LIKE THE GIFT OF SPORT	18-Sep-13	86068116	19-Aug-14	4590250
TOMMY ARMOUR	14-Jun-10	85978304	19-Feb-13	4293519
TOMMY ARMOUR	14-Jun-10	85062215	25-Jun-13	4358337
TOMMY ARMOUR	15-Oct-09	77849807	25-Jun-13	4358288
TONING AUTHORITY	13-Apr-10	85012835	26-Oct-10	3867700
TORCH	4-Apr-13	85895396	12-Nov-13	4432450
TORCH	2-Sep-09	77818280	7-Dec-10	3887578
TRAINING AUTHORITY	27-Apr-10	85023842	14-Dec-10	3889965
TREMOR	8-Sep-09	77980459	14-Dec-10	3891451
ULTIMATE VICE	19-Mar-09	77694862	23-Feb-10	3753261
WRATH	19-Mar-09	77694847	6-Apr-10	3770153

TRADEMARK	APP. DATE	APP. NO	REG. DATE	REG. NO
Y Design 	30-Apr-12	85982224	9-Jun-15	4752463
YOUR BACKYARD AUTHORITY	27-Apr-10	85023861	14-Dec-10	3889966
YOUR BASKETBALL AUTHORITY	27-Apr-10	85023865	12-Jul-11	3994890
YOUR DRIVER AUTHORITY	27-Apr-10	85023878	19-Jul-11	3999310
YOUR FITNESS AUTHORITY	28-Apr-10	85025164	26-Jul-11	4003519
YOUR FOOTBALL AUTHORITY	28-Apr-10	85025171	7-Dec-10	3886382
YOUR GOLF AUTHORITY	13-Apr-10	85012831	26-Oct-10	3867699
YOUR HUNTING AUTHORITY	30-Apr-10	85027238	21-Dec-10	3893325
YOUR OUTDOOR AUTHORITY	13-Apr-10	85012822	26-Oct-10	3867698
YOUR RUNNING AUTHORITY	1-May-10	85028033	14-Dec-10	3890225
YOUR SOCCER AUTHORITY	13-Apr-10	85012819	26-Oct-10	3867697
YOUR TENNIS AUTHORITY	27-Apr-10	85023815	26-Jul-11	4003514
YOUR TONING AUTHORITY	3-Aug-10	85098671	21-Dec-10	3894092
ZEBRA	15-Jan-13	85823347	16-Sep-14	4606272
ZEBRA (Stylized) 	3-Jul-14	86328131	15-Sep-15	4814270

U.S. Trademark Applications:


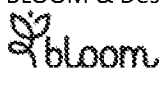

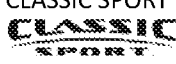


TRADEMARK	APP. DATE	APP. NO
845 BLACK	20-Aug-15	86731271
ASPIRE & Design (Triangle) 	28-Jun-12	85663591
ASPIRE ELITE	28-May-13	85943900
ASPIRE STUDIO	28-May-13	85943895
ASPIRE TO BE YOU	8-Jul-13	86004291
BLOOM	6-Nov-13	86112027
BLOOM & Design 	8-Jan-14	86160223
BODYFIT BY SPORTS AUTHORITY	15-May-15	86630662


TRADEMARK	APP. DATE	APP. NO
CLASSIC SPORT & Design (Arc) 	9-Jan-13	85819220
COOLTRAYL	25-Jun-12	85660067
DESIGN (Alpine) 	31-Jul-12	85691464
DESIGN (Triangle) 	28-Jun-12	85663581
DESIGN (Wave) 	6-Jun-14	86302655
DESIGN (Yoga Figure) 	8-Jan-14	86160218
FX DISTANCE	3-Sep-14	86383816
FX MAX	3-Sep-14	86383812
GIFT OF SPORT	7-Oct-15	86780722
HEATTRAYL	25-Mar-15	86576591
LA AUTORIDAD DE DEPORTES	23-Sep-14	86402893
LA AUTORIDAD DEL DEPORTE	23-Sep-14	86402890
LA AUTORIDAD EN DEPORTES	23-Sep-14	86402883
NATURALLY CENTERED	20-May-14	86286070
OXIDE	6-Jun-14	86302653
PARKSIDE	13-Mar-15	86563532
PARKSIDE	19-Jun-13	85963796
SPORTMART	28-Jul-15	86706996
STORMTRAYL	2-Jul-13	86000887
STORMTRAYL	25-Jun-12	85660069
TERRAIN	8-Apr-14	86245912
TRAYL & Design (Horizontal) 	30-Apr-12	85612048
TRAYL & Design (Vertical) 	30-Apr-12	85612056

TRADEMARK	APP. DATE	APP. NO
WINDTRAYL	23-Jul-13	86017113
WORK AUTHORITY	16-Mar-15	86565117
Y Design 	30-Apr-12	85612257

Active U.S. Trademark Applications – Filed Since November 6, 2012

The Intent-To-Use trademark applications filed under Section 1(b) as indicated below shall be considered excluded from the term of “IP Collateral” only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office.

TRADEMARK	CLASSES	APP. DATE	APP. NO	BASIS; STATUS
845 BLACK	28	20-Aug-15	86731271	Sec. 1(b)
ASPIRE & Design (Triangle) 	28	28-Jun-2012	85663591	Sec. 1(b); SOU filed 27-Oct-2015
ASPIRE ELITE	25, 28	28-May-13	85943900	Sec. 1(b); allow to lapse 27-Oct-2015
ASPIRE STUDIO	25, 28	28-May-13	85943895	Sec. 1(b); allow to lapse 27-Oct-2015
ASPIRE TO BE YOU	28	8-Jul-13	86004291	Sec. 1(b); SOU filed 26-Oct-2015
ASPIRE TO BE YOU	25	26-Oct-2015		Sec. 1(b); child of App. No. 86004291; request to divide filed 26-Oct-2015
BLOOM	25	6-Nov-13	86112027	Sec. 1(b)
BLOOM & Design 	25	8-Jan-14	86160223	Sec. 1(b); SOU filed 14-Oct-2015
BLOOM & Design 	28	14-Oct-2015		Sec. 1(b); child of App. No. 86004291; request to divide filed 14-Oct-2015
BODYFIT BY SPORTS AUTHORITY	9, 10	15-May-15	86630662	Sec. 1(b)
CLASSIC SPORT & Design (Arc) 	9, 18, 21, 25, 28	9-Jan-13	85819220	Sec. 1(b)
DESIGN (Wave) 	9, 20, 25, 28	6-Jun-14	86302655	Sec. 1(b)
DESIGN (Yoga Figure) 	28	8-Jan-14	86160218	Sec. 1(b)

TRADEMARK	CLASSES	APP. DATE	APP. NO	BASIS; STATUS
FX DISTANCE	28	3-Sep-14	86383816	Sec. 1(b)
FX MAX	28	3-Sep-14	86383812	Sec. 1(b)
GIFT OF SPORT	35	7-Oct-15	86780722	Sec. 1(a)
HEATTRAYL	25	25-Mar-15	86576591	Sec. 1(b)
LA AUTORIDAD DE DEPORTES	35	23-Sep-14	86402893	Sec. 1(b)
LA AUTORIDAD DEL DEPORTE	35	23-Sep-14	86402890	Sec. 1(b)
LA AUTORIDAD EN DEPORTES	35	23-Sep-14	86402883	Sec. 1(b)
NATURALLY CENTERED	25, 28	20-May-14	86286070	Sec. 1(b)
OXIDE	9, 20, 25, 28	6-Jun-14	86302653	Sec. 1(b)
PARKSIDE	22	19-Jun-13	85963796	Sec. 1(b)
PARKSIDE	28	13-Mar-15	86563532	Sec. 1(b)
SPORTMART	35	28-Jul-15	86706996	Sec. 1(b)
STORMTRAYL	25	2-Jul-13	86000887	Sec. 1(b)
TERRAIN	22, 25, 28	8-Apr-14	86245912	Sec. 1(b)
WINDTRAYL	25	23-Jul-13	86017113	Sec. 1(b)
WORK AUTHORITY	35	16-Mar-15	86565117	Sec. 1(b)
Y Design 	6, 8, 9, 11, 25	29-Oct-15	86803162	Sec. 1(b); re- filed portions of App. No. 85612257

SCHEDULE I

Borrowers

The Sports Authority, Inc.
TSA Stores, Inc.

SCHEDULE II

Guarantors

The Sports Authority, Inc.
TSA Gift Card, Inc.
Slap Shot Holdings Corp.

1901257.1