

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS - TL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Academy, Ltd.		04/19/2016	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86850915	ETHOS	
Serial Number:	86755964	HYDRATE + REFRESH	
Serial Number:	86718798	MAGFRESH	
Serial Number:	86718803	MAGPROOF	
Serial Number:	86756131	MAGRELEASE	
Serial Number:	86718773	MAGREPEL	
Serial Number:	86718767	MAGSHIELD	
Serial Number:	86756108	MAGWARMTH	
Serial Number:	86718743	MAGWICK	
Serial Number:	86852382	MENACE	
Serial Number:	86951882	SWIFTRISE	
Serial Number:	86946023	BRAVA	
Serial Number:	86921693	BONE DADDY	
Serial Number:	86921234	SNAKE SHIELD	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>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.</i>			
Phone:	(212) 455-2126		

CH \$365.00 86850915

Email: ksolomon@stblaw.com
Correspondent Name: Ryan Kasdin, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 001037/0012

NAME OF SUBMITTER: Ryan Kasdin

SIGNATURE: /rk/

DATE SIGNED: 04/28/2016

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 19, 2016, is made by Academy, Ltd., a Texas limited partnership (the “Grantor”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Agent”) in connection with that certain Amended and Restated Credit Agreement, dated as of July 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Academy, Ltd., a Texas limited partnership (the “Borrower”), the Lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered an Amended and Restated Term Loan Security Agreement, dated as of July 2, 2015 in favor of the Collateral 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 granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral 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 lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) 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 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

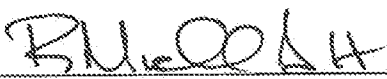
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

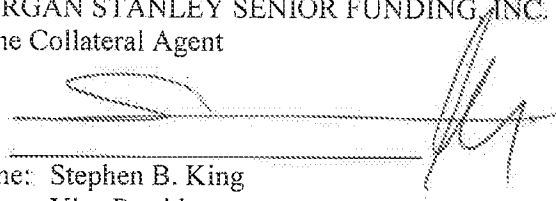
ACADEMY, LTD.,
as the Grantor

By: ACADEMY MANAGING CO., L.L.C.,
its general partner

By: 
Name: R. Michael Arnett
Title: Executive Vice President and
Chief Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC.
as the Collateral Agent

By: _____
Name: Stephen B. King
Title: Vice President



[Signature Page for the Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005779 FRAME: 0436

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
ETHOS	86/850,915 12.16.2015	Application Pending	Academy, Ltd.
HYDRATE + REFRESH	86/755,964 09.14.2015	Application Pending	Academy, Ltd.
MAGFRESH	86/718,798 08.07.2015	Application Pending	Academy, Ltd.
MAGPROOF	86/718,803 08.07.2015	Application Pending	Academy, Ltd.
MAGRELEASE	86/756,131 09.14.2015	Application Pending	Academy, Ltd.
MAGREPEL	86/718,773 08.07.2015	Application Pending	Academy, Ltd.
MAGSHIELD	86/718,767 08.07.2015	Application Pending	Academy, Ltd.
MAGWARMTH	86/756,108 09.14.2015	Application Pending	Academy, Ltd.
MAGWICK	86/718,743 08.07.2015	Application Pending	Academy, Ltd.
MENACE	86/852,382 12.17.2015	Application Pending	Academy, Ltd.
SWIFTRISE	86/951,882 03.24.2016	Application Pending	Academy, Ltd.
BRAVA	86/946,023 03.18.2016	Application Pending	Academy, Ltd.
BONE DADDY	86/921,693 02.26.2016	Application Pending	Academy, Ltd.
SNAKE SHIELD	86/921,234 02.26.2016	Application Pending	Academy, Ltd.