

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM408594

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GENERAL ELECTRIC COMPANY (as successor-by-merger to General Electric Capital Corporation),		06/30/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as successor agent		
<b>Street Address:</b>	One Boston Place		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2542464	MC SPORTS CHARITIES	
<b>Registration Number:</b>	2409915	DRIFT CREEK	
<b>Registration Number:</b>	2307268	MC SPORTING GOODS	
<b>Registration Number:</b>	2307267	MC SPORTS OUTDOOR CENTER	
<b>Registration Number:</b>	2432634	TRAVERSE BAY TACKLE	
<b>Registration Number:</b>	1959912	MC	
<b>Registration Number:</b>	1927937	MC SPORTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>			
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

OP \$190.00 2542464

<b>ATTORNEY DOCKET NUMBER:</b>	2009985-0092
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales
<b>SIGNATURE:</b>	/daniel l. scales/
<b>DATE SIGNED:</b>	12/12/2016
<b>Total Attachments: 6</b> source=MC Sports - Assignment of Trademark Security Agreement (GE to Wells) (executed)#page1.tif source=MC Sports - Assignment of Trademark Security Agreement (GE to Wells) (executed)#page2.tif source=MC Sports - Assignment of Trademark Security Agreement (GE to Wells) (executed)#page3.tif source=MC Sports - Assignment of Trademark Security Agreement (GE to Wells) (executed)#page4.tif source=MC Sports - Assignment of Trademark Security Agreement (GE to Wells) (executed)#page5.tif source=MC Sports - Assignment of Trademark Security Agreement (GE to Wells) (executed)#page6.tif	

**ASSIGNMENT OF  
TRADEMARK SECURITY AGREEMENT**

**June 30, 2016**

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT dated as of June 30, 2016, (this "Assignment") is made by GENERAL ELECTRIC COMPANY (as successor-by-merger to General Electric Capital Corporation), as agent (in such capacity, the "Assignor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as successor agent (in such capacity, the "Assignee").

WHEREAS, pursuant to the Security Agreement, dated as of May 17, 2006, among, among others, MICHIGAN SPORTING GOODS DISTRIBUTORS, INC., a Michigan corporation (the "Existing Grantor"), the other grantors from time to time party thereto, and the Assignor, as Agent (as heretofore amended, modified and supplemented, the "Existing Security Agreement"), the Existing Grantor granted to the Assignor a security interest in, among other collateral, the Existing Trademarks (as defined below);

WHEREAS, pursuant to the Trademark Security Agreement, dated May 17, 2006 and recorded on May 19, 2006 with the United States Patent and Trademark Office at Reel 3312, Frame 0334 (the "Existing Trademark Agreement"), the Existing Grantor granted to the Assignor a continuing security interest in all of the Existing Grantor's Trademark Collateral (as defined in the Existing Trademark Agreement), including those trademarks set forth on Schedule A attached hereto (the "Existing Trademarks");

WHEREAS, the Assignor and the Assignee have entered into (i) that certain Assignment Agreement, dated as of March 1, 2016 and (ii) that certain Resignation and Agency Substitution Agreement, dated as of March 1, 2016 (collectively, the "Assignment Documents"), whereby the Assignor transferred to the Assignee, among other things, all of the Assignor's rights and obligations under the Existing Security Agreement and Existing Trademark Agreement; and

WHEREAS, the Assignor wishes to confirm the details of the Assignment Documents and transfer all of its rights and obligations under the Existing Security Agreement and Existing Trademark Agreement to the Assignee, and the Assignee wishes to obtain from the Assignor, all of the Assignor's rights and obligations under the Existing Security Agreement and Existing Trademark Agreement, including the secured rights in the Existing Trademarks;

NOW THEREFORE; FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and sets over to the Assignee without recourse and without any representation or warranty of any kind, nature or description, and the Assignee hereby assumes from the Assignor, the Assignor's entire right, title and interest in and to the Existing Security Agreement and Existing Trademark Agreement and to the secured rights in and to the trademarks listed therein and in and to the Existing Trademarks.

This assignment is made in accordance with and subject to the Assignment Documents. In the event of any inconsistency between the terms and conditions of the Assignment Documents and this assignment, the terms of the Assignment Documents shall control.

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IN WITNESS WHEREOF, the undersigned have executed this assignment as of the date first above written.

ASSIGNOR:

**GENERAL ELECTRIC COMPANY** (as successor-  
by-merger to General Electric Capital Corporation),  
as Agent

By: 

Name: JENNIFER HOMER

Title: SENIOR COUNSEL


[Assignment of Trademark Security Agreement]

TRADEMARK

REEL: 005954 FRAME: 0102

ASSIGNEE:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Successor Agent  
as Assignee

By:   
Name: Peter Felle  
Title: Director

ACKNOWLEDGED AND AGREED:

EXISTING GRANTOR:

MICHIGAN SPORTING GOODS DISTRIBUTORS, INC.

By: 

Name

*Bruce A. Ulsay*

Title

*PRES / CEO*

[Assignment of Trademark Security Agreement]

TRADEMARK  
REEL: 005954 FRAME: 0104

SCHEDULE A TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

**Existing Trademarks**

COUNTRY	MARK	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
USA	DRIFT CREEK	12/15/1998	75/606,250	12/5/2000	2,409,915
USA	DRIFT CREEK	12/15/1998	75/979,709	7/10/2001	2,468,538
USA	DRIFT CREEK (and Design)	6/17/1999	75/731,549	9/18/2001	2,489,939
USA	DRIFT CREEK (and Design) Class 18	5/11/2000	76/046,796	4/3/2001	2,441,129
USA	DRIFT CREEK Class 18, 25, 28	5/11/2000	76/046,799	1/8/2002	2,526,929
USA	DRIFT CREEK Class 18, 25, 28	5/11/2000	76/046,767	9/24/2002	2,625,989
USA	DRIFT CREEK EXPEDITION (and Design)	6/17/1999	75/731,547	6/25/2002	2,584,250
USA	MC	10/4/1994	74/589,450	3/5/1996	1,959,912
USA	MC SPORTING GOODS	9/8/1998	75/549,868	1/11/2000	2,307,268
USA	MC SPORTS	10/12/1994	74/584,429	10/17/1995	1,927,937
USA	MC SPORTS CHARITIES (and Design)	5/31/2000	76/060,305	2/26/2002	2,542,464
USA	MC SPORTS OUTDOOR CENTER	9/8/1998	75/549,837	1/11/2000	2,307,267
USA	NEWCASTLE	5/30/2002	76/413,754	7/26/2005	2,976,959
USA	NEWCASTLE (and Design)	5/22/2002	76/412,375	9/14/2004	2,884,788
USA	SPORTS OUTLET (and Design)	3/18/1998	75/452,669	8/24/1999	2,271,833
USA	STORE OF DREAMS	11/6/1998	75/584,169	3/14/2000	2,328,553

COUNTRY	MARK	FILE DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION NUMBER
USA	TEAMMATES	3/18/1994	74/501,438	5/14/1996	1,974,106
USA	TRAVERSE BAY TACKLE	9/8/1998	75/549,835	3/6/2001	2,432,634
USA	TREND GOLF	4/5/2005	78/601,772	PENDING	
USA	TECHWEAR	PROPOSED			
	[OTHER TRADEMARKS TBD]				