

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TSA Stores, Inc.		07/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dick's Sporting Goods, Inc.		
Street Address:	345 Court Street		
City:	Coraopolis		
State/Country:	PENNSYLVANIA		
Postal Code:	15108		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5036787	CLASSIC SPORT	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-700		
Email:	kelly.branch@alston.com		
Correspondent Name:	Ginabeth B. Hutchison		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Ginabeth B. Hutchison		
SIGNATURE:	/Ginabeth B. Hutchison/		
DATE SIGNED:	07/25/2017		
Total Attachments: 7			
source=3 - TSA_Dick_s - IP APA - Bill of Sale FULLY EXECUTED#page1.tif			
source=3 - TSA_Dick_s - IP APA - Bill of Sale FULLY EXECUTED#page2.tif			
source=3 - TSA_Dick_s - IP APA - Bill of Sale FULLY EXECUTED#page3.tif			
source=3 - TSA_Dick_s - IP APA - Bill of Sale FULLY EXECUTED#page4.tif			
source=3 - TSA_Dick_s - IP APA - Bill of Sale FULLY EXECUTED#page5.tif			
source=3 - TSA_Dick_s - IP APA - Bill of Sale FULLY EXECUTED#page6.tif			

OP \$40.00 5036787

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made as of July 20, 2016, by and among DICK'S SPORTING GOODS, INC., a Delaware corporation (the "Buyer") and SPORTS AUTHORITY HOLDINGS, INC., a Delaware corporation, and its Subsidiaries set forth on Annex A to the Purchase Agreement (defined below) (collectively, the "Sellers").

A. The Sellers and the Buyer have entered into that certain Intellectual Property Asset Purchase Agreement, dated as of July 20, 2016 (the "Purchase Agreement"), pursuant to which the Sellers are to sell and the Buyer is to purchase the Acquired Assets (as qualified in all respects by the Sale Order (as defined below), including without limitation exclusion of the Underlying Mega Trademarks (as defined in the Sale Order), the "Purchased Assets"). The Purchase Agreement was approved by the Bankruptcy Court pursuant to the Order, Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (I) Approving Sale of All Acquired Assets and (II) Granting Related Relief [D.I. 2541] entered by the Bankruptcy Court on July 15, 2016 (the "Sale Order"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement; and

B. The Sellers have agreed to execute and deliver this Bill of Sale to the Buyer for the purpose of transferring to and vesting in the Buyer title to the Purchased Assets as set forth herein;

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Sellers do hereby sell, convey, transfer, assign, deliver and vest in the Buyer, its successors and assigns forever, all of their right, title and interest in and to the Purchased Assets (which include, without limitation, the Intellectual Property set forth on Exhibit A attached hereto), free and clear of any and all Encumbrances of any and every kind, nature and description, other than Permitted Post-Closing Encumbrances. The Sellers acknowledge receipt from the Buyer of the entirety of the Purchase Price.

2. The Sellers hereby constitute and appoint the Buyer, its successors and assigns, as the Sellers' true and lawful attorney, with full power of substitution, in the Sellers' name and stead, on behalf of and for the benefit of the Buyer, its successors and assigns, to demand and receive any and all of the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, and from time to time to institute and prosecute in the Sellers' name, at the sole expense and for the benefit of the Buyer, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Buyer, its successors and assigns, reasonably may require for the collection or reduction to possession of any of the Purchased Assets.

3. The Sellers hereby covenant that, from time to time after the delivery of this instrument, at the Buyer's request, the Sellers will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances, transfers, assignments, powers of attorney and assurances as the Buyer may reasonably require to

convey, transfer to and vest in the Buyer, and to put the Buyer in possession of, any of the Purchased Assets.

4. Nothing in this Bill of Sale shall alter any liability or obligation of the Sellers or the Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Purchased Assets.

5. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

7. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

SELLERS

Sports Authority Holdings, Inc.

By: 

Name: Douglas Garrett

Title: Secretary, Sports Authority Holdings, Inc. and
Chairman of the TSA Wind Down Committee

Slap Shot Holdings Corp.

By: 

Name: Douglas Garrett

Title: Secretary, Slap Shot Holdings Corp. and
Chairman of the TSA Wind Down Committee

The Sports Authority, Inc.

By: 

Name: Douglas Garrett

Title: Secretary, The Sports Authority, Inc. and
Chairman of the TSA Wind Down Committee

TSA Stores, Inc.

By: 

Name: Douglas Garrett

Title: Secretary, TSA Stores, Inc. and
Chairman of the TSA Wind Down Committee

TSA Gift Card, Inc.

By: 

Name: Douglas Garrett

Title: Secretary, TSA Gift Card, Inc. and
Chairman of the TSA Wind Down Committee

TSA Ponce, Inc.

By: 

Name: Douglas Garrett

Title: Secretary, TSA Ponce, Inc. and
Chairman of the TSA Wind Down Committee

TSA Caribe, Inc.

By: 

Name: Douglas Garrett

Title: Secretary, TSA Caribe, Inc. and
Chairman of the TSA Wind Down Committee

BUYER

Dick's Sporting Goods, Inc.

By: Teri L List-Stoll
Name: TERI L. LIST-STOLL
Title: EVP & CFO

EXHIBIT A

Acquired Intellectual Property

All of the Sellers' Customer Information

Registered Trademarks and Trademark Applications

Owner of record = TSA Stores, Inc.

Exceptions:

- EUTM registration for CLASSIC SPORT & DESIGN (White Diamond) in the name of Classic Sport Companies, Inc.
- New Zealand registrations for THE SPORTS AUTHORITY in Classes 13, 16, 18, 24, 25, 28 and 35 in the name of The Sports Authority, Inc.
- Sweden registration for RAM in the name of Huffy Sports Delaware
- United Kingdom registration for RAM in the name of Ram Golf Corporation
- United Kingdom registration for SPORTS AUTHORITY in Class 35 in the name of The Sports Authority, Inc.
- United Kingdom registration for TOMMY ARMOUR (Stylized) in the name of Hilco TAG, LLC

COUNTRY	MARK	CLASSES	STATUS	NEXT RENEWAL DUE
Argentina	SPORTS AUTHORITY	28	Registered	25-Mar-19
Argentina	SPORTS AUTHORITY	25	Registered	20-May-21
Argentina	SPORTS AUTHORITY	35	Registered	25-Mar-19
Argentina	SPORTS AUTHORITY	41	Registered	25-Mar-19
Argentina	SPORTS AUTHORITY	18	Registered	25-Mar-19
Argentina	THE SPORTS AUTHORITY	25	Registered	20-Jul-24
Argentina	TOMMY ARMOUR	28	Pending	
Australia	845 BLACK	28	Pending	
Australia	EVO	28	Registered	29-Jan-20
Australia	RAM	28	Registered	24-Aug-19
Australia	RAM GOLF	25	Registered	14-Nov-21
Australia	S.A. ELITE BY SPORTS AUTHORITY	35	Registered	
Australia	S.A. ELITE SPORTS AUTHORITY & Design	35	Registered	
Australia	TEARDROP	28	Registered	14-Jan-20
Australia	THE SPORTS AUTHORITY	25	Registered	7-Sep-23
Australia	THE SPORTS AUTHORITY	42	Registered	7-Sep-23
Australia	TOMMY ARMOUR	25	Registered	23-Aug-16

USA	845	25	Registered	27-Apr-23
USA	845	28	Registered	13-Jun-19
USA	845 BLACK	28	Pending	
USA	AFTERSHOCK	28	Registered	20-Dec-21
USA	ALL THINGS SPORTING GOOD	35	Registered	29-May-22
USA	ALPINE DESIGN	25	Registered	31-Oct-22
USA	ALPINE DESIGN	25	Registered	5-Aug-23
USA	ALPINE DESIGN	18, 20, 22	Registered	5-Aug-23
USA	ALPINE DESIGN	28	Registered	9-Aug-21
USA	ALPINE DESIGN & Design (Two Peaks)	28	Registered	9-Aug-21
USA	ASPIRE	25	Registered	27-Jan-24
USA	ASPIRE	25	Registered	23-Nov-20
USA	ASPIRE & Design (Triangle)	28	Registered	15-Dec-25
USA	ASPIRE TO BE YOU	28	Pending	
USA	ASPIRE TO BE YOU	25	Registered	22-Dec-25
USA	AXIAL	28	Registered	3-Dec-23
USA	BACKYARD AUTHORITY	35	Registered	14-Dec-20
USA	BASEBALL AUTHORITY	35	Registered	1-Feb-21
USA	BLOOM	25, 28	Pending	
USA	BLOOM & Design	25, 28	Pending	
USA	BLOOM & Design	25	Registered	9-Feb-26
USA	BODYFIT	18, 28	Pending	
USA	BODYFIT	9, 10, 25, 28	Pending	
USA	BODYFIT BY SPORTS AUTHORITY	9, 10, 14, 25, 28	Pending	
USA	BODYFIT BY SPORTS AUTHORITY	9, 10	Pending	
USA	BODYFIT BY SPORTS AUTHORITY	28	Registered	8-Jan-18
USA	BODYFIT BY SPORTS AUTHORITY (Child of 020792)	9	Pending	
USA	CLASSIC SPORT	28	Registered	9-Jul-16
USA	CLASSIC SPORT & Design (Arc)	9, 18, 21, 25, 28	Pending	
USA	CLEAR THE GEAR	35	Registered	9-Jul-23
USA	DESIGN (Alpine)	11, 20, 21, 25	Registered	24-May-26
USA	DESIGN (Alpine)	12, 18, 20, 22, 24, 28	Registered	8-Sep-25
USA	DESIGN (Teardrop)	25, 28	Registered	28-Nov-20

TRADEMARK