

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks recorded at R/F 5568/0212

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		11/06/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	The Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	85619910	ACADEMY
Serial Number:	86256431	ACADEMY SPORTS + OUTDOORS
Serial Number:	85925341	BCG
Serial Number:	85601484	DURA-BLOCK
Serial Number:	85601513	DURA-BLOCK
Serial Number:	85601203	DURA-COOL
Serial Number:	85601213	DURA-COOL
Serial Number:	85601148	DURA-FLEX
Serial Number:	85521532	DURA-HEAT
Serial Number:	85601520	DURA-PROOF
Serial Number:	85521554	DURA-REPEL
Serial Number:	85601132	DURA-SOFT
Serial Number:	85601522	DURA-STEALTH
Serial Number:	85521508	DURA-STOP
Serial Number:	85842119	H2O XPRESS
Serial Number:	85842143	X
Serial Number:	86104506	LIVE TO EXPLORE
Serial Number:	86115058	MAGELLAN OUTDOORS
Serial Number:	86115094	MAGELLAN OUTDOORS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86115179	
Serial Number:	86115201	
Serial Number:	86256048	MONARCH
Serial Number:	86592886	MOSAIC
Serial Number:	86317222	NO LIMITS
Serial Number:	85763366	O'RAGEOUS
Serial Number:	86582670	OZONE 500
Serial Number:	85381961	SUPERIOR
Serial Number:	85381986	SUPERIOR
Serial Number:	86644645	THE GAME IS WAITING GET OUT AND HUNT
Serial Number:	85894049	THE KEY TO STAYING DRY
Serial Number:	86235330	TRITON
Serial Number:	85893997	WAIST LOCK SYSTEM
Serial Number:	85894029	WLS
Serial Number:	86649443	CARVER'S EDGE

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	045494-0286
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/06/2020

Total Attachments: 6

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**ASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (the “Assignment”) dated as of November 6, 2020, is made by MORGAN STANLEY SENIOR FUNDING, INC., as assignor (the “Assignor”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as assignee (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Trademark Security Agreement (as defined below) unless otherwise specified herein.

WHEREAS, pursuant to that certain Amended and Restated Term Loan Security Agreement, dated as of July 2, 2015, by and among Academy, Ltd. (the “Grantor”), certain other grantors, and the Assignor, as Collateral Agent, (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), the Grantor executed and delivered a Supplemental Grant of Security Interest in Trademarks Rights, dated July 2, 2015, in favor of the Assignor (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on July 2, 2015 at Reel/Frame 5568/0212;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor granted to the Assignor (as Collateral Agent), a lien on and security interest (the “Security Interest”) in all of Grantor’s right title and interest in, to and under the Trademarks that were 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 (the “Collateral”);

WHEREAS, pursuant to that certain Resignation and Appointment Agreement, dated November 6, 2020, by and among Assignor, Assignee, the Grantor, and the other grantors party thereto, effective as of the Effective Date, (i) Assignor resigned as Collateral Agent and Assignee was appointed the successor Collateral Agent, (ii) Assignor transferred, assigned, granted and conveyed unto assigned to Assignee, as Collateral Agent, all of its right, title and interest in and to the Security Agreement, the Trademark Security Agreement, and the Security Interest in the Collateral; and

WHEREAS, Assignor and Assignee wish to confirm and record the assignment of the Trademark Security Agreement and the Security Interest in the Collateral by Assignor to Assignee.

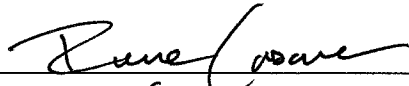
NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, assigns, grants and conveys unto Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to the Trademark Security Agreement and the Security Interest in the Collateral. This Assignment may be executed by the parties to this Assignment in any number of separate counterparts (including by facsimile or PDF signatures), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

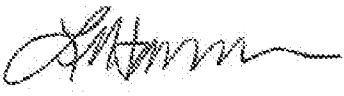
By: Academy Managing Co., L.L.C., its General Partner

By: 
Name: Rene Casares
Title: SVP & General Counsel

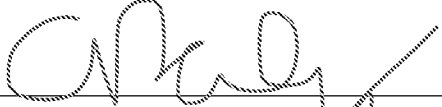
[Signature Page to Trademark Security Assignment Agreement]

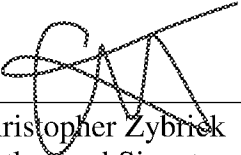
TRADEMARK
REEL: 007097 FRAME: 0982

MORGAN STANLEY SENIOR FUNDING, INC.,
as Assignor

By: 
Name: Lisa Hanson
Title: Vice President


CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Assignee



By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Christopher Zybrek
Title: Authorized Signatory

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
ACADEMY	85/619,910 05.08.2012	4,349,037 06.11.2013	Academy, Ltd.
ACADEMY SPORTS + OUTDOORS	86/256,431 04.18.2014	4,750,682 06.09.2015	Academy, Ltd.
BCG	85/925,341 05.07.2013	4,465,274 01.14.2014	Academy, Ltd.
DURA-BLOCK	85/601,484 04.18.2012	4,300,410 03.12.2013	Academy, Ltd.
DURA-BLOCK	85/601,513 04.18.2012	4,467,110 01.14.2014	Academy, Ltd.
DURA-COOL	85/601,203 04.18.2012	4,359,984 07.02.2013	Academy, Ltd.
DURA-COOL	85/601,213 04.18.2012	4,377,423 07.30.2013	Academy, Ltd.
DURA-FLEX	85/601,148 04.18.2012	4,471,588 01.21.2014	Academy, Ltd.
DURA-HEAT	85/521,532 01.20.2012	4,329,145 04.30.2013	Academy, Ltd.
DURA-PROOF	85/601,520 04.18.2012	4,369,736 07.16.2013	Academy, Ltd.
DURA-REPEL	85/521,554 01.20.2012	4,329,146 04.30.2013	Academy, Ltd.
DURA-SOFT	85/601,132 04.18.2012	4,348,951 06.11.2013	Academy, Ltd.
DURA-STEALTH	85/601,522 04.18.2012	Application Pending	Academy, Ltd.
DURA-STOP	85/521,508 01.20.2012	4,325,448 04.23.2013	Academy, Ltd.
H2O XPRESS	85/842,119 02.06.2013	4,354,148 06.18.2013	Academy, Ltd.
	85/842,143 02.06.2013	4,354,149 06.18.2013	Academy, Ltd.
LIVE TO EXPLORE	86/104,506 10.29.2013	4,551,239 06.17.2014	Academy, Ltd.
MAGELLAN OUTDOORS	86/115,058 11.11.2013	Application Pending	Academy, Ltd.
MAGELLAN OUTDOORS	86/115,094 11.11.2013	Application Pending	Academy, Ltd.

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
	86/115,179 11.11.2013	4,559,838 07.01.2014	Academy, Ltd.
	86/115,201 11.11.2013	4,647,920 12.02.2014	Academy, Ltd.
MONARCH	86/256,048 04.18.2014	4,625,038 10.21.2014	Academy, Ltd.
MOSAIC	86/592,886 04.09.2015	Application Pending	Academy, Ltd.
NO LIMITS	86/317,222 06.23.2014	4,746,560 06.02.2015	Academy, Ltd.
O'RAGEOUS	85/763,366 10.25.2012	4,353,825 06.18.2013	Academy, Ltd.
OZONE 500	86/582,670 03.31.2015	Application Pending	Academy, Ltd.
SUPERIOR	85/381,961 07.27.2011	4,381,362 08.06.2013	Academy, Ltd.
SUPERIOR	85/381,986 07.27.2011	4,385,648 08.13.2013	Academy, Ltd.
THE GAME IS WAITING. GET OUT AND HUNT.	86/644,645		Academy, Ltd.
THE KEY TO STAYING DRY	85/894,049 04.03.2013	4,499,462 03.18.2014	Academy, Ltd.
TRITON	86/235,330 03.28.2014	4,741,960 05.26.2015	Academy, Ltd.
WAIST LOCK SYSTEM	85/893,997 04.03.2013	4,706,163 03.24.2015	Academy, Ltd.
WLS	85/894,029 04.03.2013	4,499,461 03.18.2014	Academy, Ltd.
CARVER'S EDGE	86/649,443 06.02.2015	Application Pending	Academy, Ltd.