

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616433

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900578806

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Academy, Ltd.		11/06/2020	Limited Partnership: TEXAS

RECEIVING PARTY DATA

Name:	JpMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn, Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Serial Number:	90196235	
Serial Number:	90152048	HAVE FUN OUT THERE
Serial Number:	87315262	
Serial Number:	87135947	MAGELLAN OUTDOORS
Serial Number:	87135922	MAGELLAN OUTDOORS
Serial Number:	87135943	MAGELLAN OUTDOORS
Serial Number:	87135941	M
Serial Number:	87135955	M
Serial Number:	87135965	M
Serial Number:	77983502	OUTDOOR GOURMET
Serial Number:	77434667	OUTDOOR GOURMET
Serial Number:	76268479	OUTDOOR GOURMET
Serial Number:	88822851	GIRA
Serial Number:	88823300	BRAZOS
Serial Number:	88822916	O'RAGEOUS
Serial Number:	88822902	SHOCK FORCE
Serial Number:	88822889	TRIXTER
Serial Number:	88822871	SANDSTORM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88822804	BCG PLUS
Serial Number:	88820826	GIRL POWER
Serial Number:	88822986	MARINE RAIDER
Serial Number:	88822975	OUTDOOR GOURMET
Serial Number:	88822954	H2O XPRESS
Serial Number:	88822819	BLACK ICE
Serial Number:	87315382	
Serial Number:	87315355	
Serial Number:	87315238	
Serial Number:	87315235	
Serial Number:	87292358	
Serial Number:	87315368	
Serial Number:	87315346	
Serial Number:	87315340	
Serial Number:	87315269	
Serial Number:	87315282	
Serial Number:	87380012	FOR ALL. FOR LESS.
Serial Number:	87381797	AGAME
Serial Number:	87166623	LIVE TO EXPLORE
Serial Number:	87315225	
Serial Number:	87255285	PRO CAT
Serial Number:	87255263	TAC-40
Serial Number:	87299077	MAG2
Serial Number:	87299013	FREEPORT
Serial Number:	87290544	
Serial Number:	87255269	ROUGHNECK
Serial Number:	87246962	TORRID
Serial Number:	87246959	ADURO
Serial Number:	87179049	PONDEROSA
Serial Number:	87178761	TELLICO
Serial Number:	87178595	BASTROP
Serial Number:	75983013	AUSTIN CLOTHING CO.
Serial Number:	75797001	AUSTIN CLOTHING CO.
Serial Number:	87166627	LIVE TO EXPLORE
Serial Number:	87015255	ACTIVE GRIP
Serial Number:	86437406	AUSTIN TRADING CO.
Serial Number:	86968212	DURA-TESTED
Serial Number:	86811194	BCG

Property Type	Number	Word Mark
Serial Number:	86801216	TRU-WICK
Serial Number:	86801208	MIST-RESIST
Serial Number:	86801196	JOLTJEL
Serial Number:	86801180	REVITASOLE
Serial Number:	86756071	MAGCHILL
Serial Number:	78314002	AUSTIN CLOTHING CO.

CORRESPONDENCE DATA

Fax Number:

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: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0331 HP
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	12/23/2020

Total Attachments: 11

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SUPPLEMENTAL GRANT OF SECURITY INTEREST IN
TRADEMARK RIGHTS

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 6, 2020, is made by Academy, Ltd., a Texas limited partnership (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the "Agent") in connection with that certain Amended and Restated ABL Credit Agreement, dated as of July 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among New Academy Holding Company, LLC, a Delaware limited liability company ("Holdings"), Associated Investors LLC, a Texas limited liability company ("Intermediate Holdings I"), Academy Managing Co., LLC, a Texas limited liability company ("Intermediate Holdings II"), Academy, Ltd., a Texas limited partnership (the "Borrower"), the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Letter of Credit Issuer and Swingline Lender and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the ABL Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Swingline Lender has agreed to extend credit to the Borrower in the form of Swingline Loans, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the ABL Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered an Amended and Restated ABL Security t 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, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline 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 ABL 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 ABL 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 ABL Credit Agreement, the terms of the ABL Credit Agreement shall govern.

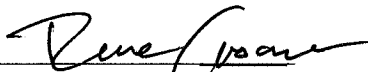
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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: Rene G. Casares
Title: SVP, General Counsel
and Secretary

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By:  _____

Name: Andrew Rossman

Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
DESIGN ONLY	90196235 21-SEP-2020	Pending	Academy, Ltd.
HAVE FUN OUT THERE	90152048 01-SEP-2020	Pending	Academy, Ltd.
DESIGN ONLY	87315262 26-JAN-2017	6153515 15-SEP-2020	Academy, Ltd.
MAGELLAN OUTDOORS	87135947 11-AUG-2016	5444118 10-APR-2018	Academy, Ltd.
MAGELLAN OUTDOORS	87135922 11-AUG-2016	5269201 22-AUG-2017	Academy, Ltd.
MAGELLAN OUTDOORS	87135943 11-AUG-2016	5498483 19-JUN-2018	Academy, Ltd.
M	87135941 11-AUG-2016	5338014 21-NOV-2017	Academy, Ltd.
M	87135955 11-AUG-2016	5487230 05-JUN-2018	Academy, Ltd.
M	87135965 11-AUG-2016	5459746 01-MAY-2018	Academy, Ltd.
OUTDOOR GOURMET	77983502 28-MAR-2008	4329790 07-MAY-2013	Academy, Ltd.
OUTDOOR GOURMET	77434667 28-MAR-2008	4471059 21-JAN-2014	Academy, Ltd.
OUTDOOR GOURMET	76268479 08-JUN-2001	2929192 01-MAR-2005	Academy, Ltd.
GIRA	88822851 05-MAR-2020	Pending	Academy, Ltd.
BRAZOS	88823300 05-MAR-2020	6153024 15-SEP-2020	Academy, Ltd.
O'RAGEOUS	88822916 05/MAR-2020	6152996 15-SEP-2020	Academy, Ltd.
SHOCK FORCE	88822902 05-MAR-2020	6152994 15-SEP-2020	Academy, Ltd.
TRIXTER	88822889 05-MAR-2020	6152991 15-SEP-2020	Academy, Ltd.
SANDSTORM	88822871 05-MAR-2020	6152990 15-SEP-2020	Academy, Ltd.
BCG PLUS	88822804 05-MAR-2020	6152988 15-SEP-2020	Academy, Ltd.

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
GIRL POWER	88820826 04-MAR-2020	6152824 15-SEP-2020	Academy, Ltd.
MARINE RAIDER	88822986 05-MAR-2020	Pending	Academy, Ltd.
OUTDOOR GOURMET	88822975 05-MAR-2020	Pending	Academy, Ltd.
H2O XPRESS	88822954 05-MAR-2020	Pending	Academy, Ltd.
BLACK ICE	88822819 05-MAR-2020	Pending	Academy, Ltd.
DESIGN ONLY	87315382 26-JAN-2017	6185435 27-OCT-2020	Academy, Ltd.
DESIGN ONLY	87315355 26-JAN-2017	6185434 27-OCT-2020	Academy, Ltd.
DESIGN ONLY	87315238 26-JAN-2017	6153514 15-SEP-2020	Academy, Ltd.
DESIGN ONLY	87315235 26-JAN-2017	6153513 15-SEP-2020	Academy, Ltd.
DESIGN ONLY	87292358 06-JAN-2017	5868792 24-SEP-2019	Academy, Ltd.
DESIGN ONLY	87315368 26-JAN-2017	5612557 20-NOV-2018	Academy, Ltd.
DESIGN ONLY	87315346 26-JAN-2017	5602037 06-NOV-2018	Academy, Ltd.
DESIGN ONLY	87315340 26-JAN-2017	5612556 20-NOV-2018	Academy, Ltd.
DESIGN ONLY	87315269 26-JAN-2017	5612555 20-NOV-2018	Academy, Ltd.
DESIGN ONLY	87315282 26-JAN-2017	5697915 12-MAR-2019	Academy, Ltd.
FOR ALL. FOR LESS.	87380012 21-MAR-2017	5644200 01-JAN-2019	Academy, Ltd.
AGAME	87381797 22-MAR-2017	5628590 11-DEC-2018	Academy, Ltd.
LIVE TO EXPLORE	87166623 09-SEP-2016	5487291 05-JUN-2018	Academy, Ltd.
DESIGN ONLY	87315225 26-JAN-2017	5424783 13-MAR-2018	Academy, Ltd.

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
PRO CAT	87255285 02-DEC-2016	5394208 06-FEB-2018	Academy, Ltd.
TAC-40	87255263 02-DEC-2016	5397633 06-FEB-2018	Academy, Ltd.
MAG2	87299077 12-JAN-2017	5237223 04-JUL-2017	Academy, Ltd.
FREEPOR	87299013 12-JAN-2017	5237222 04-JUL-2017	Academy, Ltd.
DESIGN ONLY	87290544 05-JAN-2017	5237211 04-JUL-2017	Academy, Ltd.
ROUGHNECK	87255269 02-DEC-2016	5236699 04-JUL-2017	Academy, Ltd.
TORRID	87246962 23-NOV-2016	5232492 27-JUN-2017	Academy, Ltd.
ADURO	87246959 23-NOV-2016	5232491 27-JUN-2017	Academy, Ltd.
PONDEROSA	87179049 21-SEP-2016	5166511 21-MAR-2017	Academy, Ltd.
TELLICO	87178761 21-SEP-2016	5166510 21-MAR-2017	Academy, Ltd.
BASTROP	87178595 21-SEP-2016	5166509 21-MAR-2017	Academy, Ltd.
AUSTIN CLOTHING CO.	75983013 10-SEP-1999	2696193 11-MAR-2003	Academy, Ltd.
AUSTIN CLOTHING CO.	75797001 10-SEP-1999	2860480 06-JUL-2004	Academy, Ltd.
LIVE TO EXPLORE	87166627 09-SEP-2016	5269284 22-AUG-2017	Academy, Ltd.
ACTIVE GRIP	87015255 26-APR-2016	5198337 09-MAY-2017	Academy, Ltd.
AUSTIN TRADING CO.	86437406 28-OCT-2014	4897187 09-FEB-2016	Academy, Ltd.
DURA-TESTED	86968212 07-APR-2016	5198293 09-MAY-2017	Academy, Ltd.
BCG	86811194 05-NOV-2015	5242210 11-JUL-2017	Academy, Ltd.
TRU-WICK	86801216 27-OCT-2015	5291655 19-SEP-2017	Academy, Ltd.

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
MIST-RESIST	86801208 27-OCT-2015	5291654 19-SEP-2017	Academy, Ltd.
JOLTJEL	86801196 27-OCT-2015	5138589 07-FEB-2017	Academy, Ltd.
REVITASOLE	86801180 27-OCT-2015	5138588 07-FEB-2017	Academy, Ltd.
MAGCHILL	86756071 14-SEP-2015	5192064 25-APR-2017	Academy, Ltd.
AUSTIN CLOTHING CO.	78314002 15-OCT-2003	3221247 27-MAR-2007	Academy, Ltd.