

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3424589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACADEMY, LTD.	07/02/2015
RECEIVING PARTY DATA	
Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
Street Address:	1300 THAMES STREET, THAMES STREET WHARF, 4TH FLOOR
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D704934
Application Number:	29531192
Application Number:	29511876
Application Number:	14592839
Application Number:	29512836
Application Number:	29526365
Application Number:	14723071
Application Number:	29518828
Application Number:	14076874
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	marina.kelly@thomsonreuters.com
Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP
Address Line 4:	NEW YORK, NEW YORK 10005
NAME OF SUBMITTER:	ELAINE CARRERA, LEGAL ASSISTANT
SIGNATURE:	/Marina Kelly, Thomson Reuters/

DATE SIGNED:	07/02/2015
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Total Attachments: 6

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Academy, Ltd.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Morgan Stanley Senior Funding, Inc., as Collateral Agent
Internal Address: _____

Street Address: 1300 Thames Street, Thames Street Wharf,
4th Floor
City: Baltimore
State: MD
Country: USA Zip: 21231
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) July 2, 2015

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No. (s)
See Schedule A

B. Patent No. (s)
See Schedule A

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Elaine Carrera, Legal Assistant
Internal Address: _____
Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3365
Docket Number: _____
Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____
Authorized User Name _____

9. Signature: Elaine Carrera July 2, 2015
Signature Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of July 2, 2015, 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 the Grantor, as Borrower, New Academy Holding Company, LLC, as Holdings, Associated Investors L.L.C. and Academy Managing Co., L.L.C. as Texas Intermediate Holdcos, 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 Patents, 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 Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including 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.

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

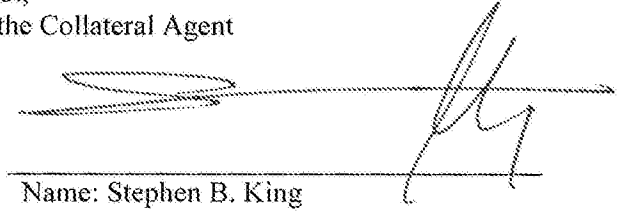
By: Academy Managing Co., L.L.C., as its
general partner

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

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

MORGAN STANLEY SENIOR FUNDING,
INC.,
as the Collateral Agent

By:



A handwritten signature in black ink, appearing to be 'SK', is written over a horizontal line. The signature is stylized and slanted to the right.

Name: Stephen B. King
Title: Vice President

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

SCHEDULE A

U.S. Patent Registrations and Applications

Title	Serial No. Filing Date	Reg. No. Reg. Date	Recorded Owner
Bag	29/531,192 06.24.2015		Academy, Ltd.
Cooker	29/511,876 12.15.2014	Application Pending	Academy, Ltd.
Fishing Line Container	14/592,839 01.08.2015	Application Pending	Academy, Ltd.
Floating Net	29/512,836 12.23.2014	Application Pending	Academy, Ltd.
Knife	29/526,365 05.08.2015	Application Pending	Academy, Ltd.
Mobile Cart	14/723,071 05.27.2015	Application Pending	Academy, Ltd.
Removable Water Resistant Pouch for Attaching to Waders	29/437,010 11.12.2012	D704,934 05.20.2014	Academy, Ltd.
Rib Rack	29/518,828 02.27.2015	Application Pending	Academy, Ltd.
Water-Resistant Waders Incorporat- ing a Waist Lock System	14/076,874 11.11.2013	Application Pending	Academy, Ltd.