

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6389523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACADEMY, LTD.	11/06/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
<b>Street Address:</b>	11 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D831395
<b>Patent Number:</b>	D772698
<b>Application Number:</b>	16354631
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)751-4864
<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>Phone:</b>	2129061216
<b>Email:</b>	angela.amaru@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
<b>Address Line 1:</b>	885 THIRD AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	045494-0286
<b>NAME OF SUBMITTER:</b>	ANGELA M. AMARU
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	11/06/2020
<b>Total Attachments: 5</b>	
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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of November 6, 2020, is made by Academy, Ltd., a Texas limited partnership (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent (as defined below) in connection with that certain Second Amended and Restated Credit Agreement, dated as of November 6, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, New Academy Holding Company, LLC, Associated Investors L.L.C. and Academy Managing Co., L.L.C., the Lenders from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, 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 and that certain Amendment No. 3 to Credit Agreement, dated as of the date hereof ("Amendment No. 3"), each of the Grantor and the other Credit Parties party thereto have reaffirmed its obligations to grant security interest in its assets to secure the obligations under the Credit Agreement pursuant to that certain Amended and Restated Term Loan Security Agreement, dated as of July 2, 2015 (together with all amendments and modifications, if any, from time to time thereafter made thereto, and including as amended by Amendment No. 3, 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.

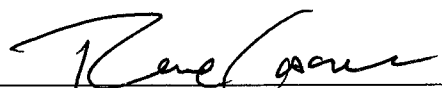
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (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. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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.

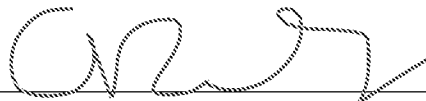
ACADEMY, LTD.,  
as the Grantor


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

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

**PATENT**  
**REEL: 054302 FRAME: 0913**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

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

By:   
Name: Christopher Zybrek  
Title: Authorized Signatory

SCHEDULE A

U.S. Patent Registrations and Applications

Patent Title	Application Number Application Date	Patent Number Grant Date	Status	Grantor
TABLE	29594592 2/21/2017	D831395 10/23/2018	Issued	Academy, Ltd.
CONNECTOR	29542259 10/13/2015	D772698 11/29/2016	Issued	Academy, Ltd.
GARMENTS AND OTHER ITEMS INCORPORATING LINE-CUTTING DEVICES	16354631 3/15/2019	---	Pending	Academy, Ltd.