

(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

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original documents or copy thereof.

1. Name of conveying party(ies):  
**OSHMAN'S SPORTING GOODS, INC. - SERVICES**  
**1050 West Hampden Avenue**  
**Englewood, CO 80110**

- Individuals(s)
- General Partnership
- Corporation-State of Delaware
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)  
Name: **The CIT Group/Business Credit, Inc., as Agent**  
Internal Address:  
Street Address: **300 South Grand Avenue Third Floor**

City: **Los Angeles** State: **CA** ZIP: **90071**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 4, 2003

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SUPERSPORTS USA (Reg. No. 1,692,056)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Mrs. Kim Walker**  
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address: \_\_\_\_\_

Street Address: **601 South Figueroa Street, 24th Floor**  
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 3.41) ..... \$ **790.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

**20 0052**

(Attach duplicate copy of this page if paying by deposit account)

07/02/2004 LNUELLER 00000020 200052 1692056

01 FC:8521 40.00 DA  
02 FC:8522 750.00 DA

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

**MRS. KIM WALKER**

Name of Person Signing

*Kim Walker*

Signature

Oct. 15, 2003  
Date

*Tim Paterson*

Total number of pages including cover sheet, attachments, and document: **9**

TRADEMARK FEE RECEIVED  
2003 NOV - 5 P 3:30  
US PATENT & TRADEMARK OFFICE

**TRADEMARKS**

<b>Trademark</b>	<b>Application or Registration Date</b>	<b>Application Serial No. or Registration No.</b>
SUPERSPORTS USA	6/09/92	1,692,056
STRIGA SOCCER	2/26/02	2,542,753
ONE STORE HAS ALL THE FUN	5/18/93	1,772,062
OSHMAN'S	7/24/79	1,122,841
OSHMAN'S	5/03/77	1,065,033
OSHMAN'S SKI SKOOL & Design	3/21/78	1,087,854
OSSI	5/09/78	1,090,983
OSSI	4/07/87	1,435,673
SOME STORES HAVE ALL THE FUN	10/19/71	922,563
WAVERUNNER	4/10/01	2,442,966
TUFF STUFF	7/21/98	2,175,234
BOARD RAGZ	8/04/98	2,178,762
BOARD RAGZ	5/08/01	2,449,866
AMERICA'S #1 FUN STORE	7/18/95	1,906,156
MOUNTAIN TEK	7/01/97	2,075,911
BREAKPOINT™	3/16/93	1,758,475
STRIGA	2/26/02	2,542,754
WOMEN & SPORTS	12/09/97	2,119,113
MOUNTAIN TEK SPORT	8/26/97	2,092,304
MOUNTAIN TEK SPORT	11/28/00	2,409,017
OSHMAN'S WOMEN &	7/21/98	2,175,007

SPORTS and Design

FISH HEADS	5/23/00	2,352,301
MOUNTAIN TEK GOLF	8/31/99	2,274,898
MOUNTAIN TEK OUTFITTERS	6/27/00	2,362,143
STRIGA SOCCER	9/17/02	2,622,149
OSHMAN'S... WHERE WOMEN'S SPORTS MATTER!	12/10/02	2,658,171
MISCELLANEOUS DESIGN (Woman's Head)	11/26/02	2,653,499
TOUR COLLECTION	9/27/01	76/318,700
OSSI	7/17/00	76/090,393
HEALTHY ATTITUDE	9/24/96	2,002,127
WAVERUNNER	3/9/93	1,756,988

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(OSHMAN'S SPORTING GOODS, INC. - SERVICES)**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is executed and delivered as of August 4, 2003, by and among OSHMAN'S SPORTING GOODS, INC. - SERVICES, a Delaware corporation (the "**Grantor**"), THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation ("**CITBC**"), the other lenders now and from time to time parties to the Financing Agreement (as defined below) (CITBC and such other lenders collectively and individually referred to herein as the "**Lender Group**"), and CITBC as agent for the Lender Group (in such capacity, together with its successors, if any, in such capacity, the "**Agent**"), with reference to the following:

**WHEREAS**, Grantor owns the letters patent, and/or applications for letters patent, of the United States of America, more particularly described on Schedule 1 annexed hereto as part hereof (the "**Patents**");

**WHEREAS**, Grantor has adopted, used and is using the copyrights listed on the annexed Schedule 2, which copyrights are registered in the United States Copyright Office (the "**Copyrights**");

**WHEREAS**, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 3, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**");

**WHEREAS**, The Sports Authority, Inc., a Delaware corporation ("**Parent**"), and certain subsidiaries of Parent identified on the signatory pages of the Financing Agreement (as defined below) (collectively, and together with Parent, the "**Borrowers**"), have entered into that certain Financing Agreement dated as of August 4, 2003 (the "**Financing Agreement**") with the Lender Group;

**WHEREAS**, Grantor has entered into that certain General Continuing Guaranty dated as of August 4, 2003 (the "**Guaranty**") with certain subsidiaries of the Borrowers identified on the signatory pages of the Guaranty, and the Lender Group (all initially capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Financing Agreement or the Guaranty, as the case may be);

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant, transfer and assign to the Agent of a security interest in the Collateral to secure Grantor's prompt payment, performance and observance of the Guaranteed Obligations, as follows:

1. Acknowledgement. Notwithstanding the fact the Grantor is not a signatory to the Financing Agreement, Grantor does hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of and security interest in the Collateral made hereby, and the definitions of Patents, Copyrights, and Trademarks are more fully set forth in the Financing Agreement, a copy of which Grantor does hereby further acknowledge that it has received and read with the advice of its counsel, and the definitions, terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein and apply equally to Borrowers and Grantor.

2. Security Interest. As security for Grantor's prompt payment in full of all Guaranteed Obligations, Grantor hereby pledges and grants to the Agent on behalf of the Lender Group a continuing general lien upon, and security interest in all right, title, and interest in and to Grantor's present and hereafter acquired: (a) Trademarks, tradenames, corporate names, business names, logos and any other designs or sources of business identities, (b) Patents, together with any improvements on said Patents, utility models, industrial models, and designs, (c) Copyrights, (d) trade secrets, (e) licenses, permits and franchises, (f) all applications with respect to the foregoing, (g) all right, title and interest in and to any and all extensions and renewals, (h) goodwill with respect to any of the foregoing, (i) any other forms of similar intellectual property, (j) together with all monies and claims for monies now or hereafter due and payable in connection with any of the foregoing or otherwise, and all cash and non-cash proceeds thereof, including, without limitation, the proceeds or royalties of any licensing agreements between Grantor and any licensee of any Grantor's intellectual property (collectively, the "Collateral"). Grantor hereby agrees to comply with the requirements of all state and federal laws in order to grant to the Agent valid and perfected first security interests in the Collateral. The Agent is hereby authorized by Grantor to file from time to time any financing statements, agreements or instruments covering the Collateral with any applicable state and/or federal office. The Agent is hereby authorized by Grantor, to the extent permitted by applicable law, to file any financing statements covering the Collateral whether or not the Borrowers' signature appears thereon, and Grantor hereby consents to and ratifies any and all execution and/or filing of financing statements on or prior to the Closing Date by the Agent. Grantor agrees to do whatever the Agent may reasonably request, from time to time, by way of: (a) filing notices of liens, financing statements, amendments, renewals and continuations thereof; (b) cooperating with the Agent's agents and employees; (c) keeping Collateral records; (d) transferring proceeds of Collateral to the Agent's possession; and (e) performing such further acts as the Agent and/or the Lender Group may reasonably require in order to effect the purposes of this Agreement. Upon the occurrence of any liquidation or merger of Grantor permitted pursuant to Section 7.9(d) of the Financing Agreement, to the extent that Grantor is not the surviving entity, the Agent agrees to release, upon the written request of Grantor, any security interest or lien it may have in the Collateral.

3. Collateral. Grantor possess all rights necessary to conduct its business as conducted as of the Closing Date and Grantor shall maintain its rights in, and the value of, the foregoing in the ordinary course of its business, including, without limitation, by making timely payment with respect to any applicable licensed rights; provided that Grantor may abandon any General Intangible which it deems in its reasonable business judgment to no longer be necessary to the conduct of its business. Grantor shall provide timely notice to the Agent of any additional

Patents, Trademarks, tradenames, service marks, Copyrights, brand names, trade names, logos and other trade designations acquired or applied for subsequent to the Closing Date and Grantor shall execute such documentation as the Agent may reasonably require to obtain and perfect its lien thereon. Grantor hereby irrevocably grants to the Agent a royalty-free, non-exclusive license in the Collateral, including tradenames, Trademarks, Copyrights, Patents, licenses, and any other proprietary and intellectual property rights and any and all right, title and interest in any of the foregoing, for the sole purpose, upon the occurrence of an Event of Default under the Financing Agreement or any of the Loan Documents, of the right to: (i) advertise for sale and sell or transfer any Inventory bearing any of the Collateral, and (ii) make, assemble, prepare for sale or complete, or cause others to do so, any applicable raw materials or Inventory bearing any of the Collateral, including use of the Equipment and Real Estate for the purpose of completing the manufacture of unfinished goods, raw materials or work-in-process comprising Inventory, and apply the proceeds thereof to the Guaranteed Obligations, all as further set forth in the Financing Agreement and Guaranty, and irrespective of the Agent's lien and perfection in any Collateral.

**IN WITNESS WHEREOF**, Grantor has duly executed or caused this Agreement to be duly executed as of August 4, 2003.

OSHMANN'S SPORTING GOODS, INC. -  
SERVICES, a Delaware corporation

By: Tom Wildenberg  
Name: Tom Wildenberg  
Title: V.P. + Asst. Secretary

Schedule 1

**PATENTS**

Title

Date Filed  
or Granted

Serial No. or  
Patent No.

None.

Schedule 2

**COPYRIGHTS**

Copyright

Application or  
Registration Date

Application Serial No.  
or Registration No.

None.



Schedule 3

**TRADEMARKS**

Trademark

Application or  
Registration Date

Application Serial No.  
or Registration No.

See Attached

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