

11/5/03 RECO RE

07-02-2004



EET

To the Honorable Commissioner of Patent

102782496

and original documents or copy thereof.

1. Name of conveying party(ies):
SPORTMART, INC.
1050 West Hampden Avenue
Englewood, CO 80110

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

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 Merger
 Security Agreement Change of Name
 Other

Execution Date: August 4, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SHOPPING ANYWHERE ELSE IS POINTLESS
(Reg. No. 2,167,073)

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: 21

7. Total fee (37 CFR 3.41) \$ **540.00**

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)

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

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 *Kim Walker*
Name of Person Signing Signature

Tim Paterson *Tim Paterson*
Total number of pages including cover sheet, attachments, and document: 6

Oct. 15, 2003
Date

07/02/2004 LMUELLER 00000022 200052 2167073

01 FC:8521 40.00 DA
02 FC:8522 500.00 DA

Schedule 1 to the TRADEMARK COLLATERAL ASSIGNMENT

TRADEMARKS

Trademark	Application or Registration Date	Application Serial No. or Registration No.
SHOPPING ANYWHERE ELSE IS POINTLESS	6/23/98	2,167,073
SURF SOUL OUTFITTERS	5/05/98	2,155,749
60,000 KINDS OF ADRENALINE	3/24/98	2,145,991
Miscellaneous Design	4/18/78	1,089,902
LX	12/09/97	2,120,599
SPORTSGRIP	2/25/97	2,041,457
BMI	8/20/96	1,995,730
BMI and Design	8/20/96	1,995,728
SPORTMART	9/01/87	1,455,882
SPORTMART	4/22/97	2,053,803
OUTFITTERS	1/12/99	2,216,868
OUTFITTERS	9/14/93	1,792,513
PLAY! BUY! PLAY!	3/28/00	2,334,094
SPORTMART and Design	11/20/73	973,290
THE NEXT STEP	8/12/97	2,086,744
PERFORMANCE OUTFITTERS	11/19/02	2,652,089
SPORTMART EXPRESS	11/26/01	76/341,746
OUTFITTERS EXPEDITION	8/12/03	2,749,845
CHICAGO'S SPORTS CHAMPION (IL)	10/26/93	073410

MINNESOTA'S SPORTS
CHAMPION (MN)

10/13/93

21362 ✓

CALIFORNIA'S SPORTS
CHAMPION (CA)

5/18/94

043315 ✓

Sportmart

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LA 91138v3

TRADEMARK
REEL: 003002 FRAME: 0121

TRADEMARK COLLATERAL ASSIGNMENT

WHEREAS, SPORTMART, INC., a Delaware corporation (herein referred to as "Debtor"), (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 l(c) or l(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 l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, Debtor has entered into a Financing Agreement dated as of August 4, 2003 (the "**Financing Agreement**") among the Debtor, The Sports Authority, Inc. and certain subsidiaries of The Sports Authority, Inc. as borrowers, the CIT Group/Business Credit, Inc. as agent for the Lenders (in such capacity, the "**Agent**"), Fleet Retail Group, Inc. and Bank of America, N.A. as co-syndication agents, Wells Fargo Foothill, LLC as documentation agent and the lenders parties thereto (the "**Lenders**"). (Capitalized terms have the meanings given such terms in the Financing Agreement.); and

WHEREAS, pursuant to the Financing Agreement, Debtor has granted to the Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America or any State thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof and all proceeds thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further confirm, and put on the public record, its grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Agent's address is 300 South Grand Avenue, 3rd Floor, Los Angeles, California 90071.

IN WITNESS WHEREOF, Debtor has duly executed or caused this Trademark Collateral Assignment to be duly executed as of August 4, 2003.

SPORTMART, INC.,
a Delaware corporation

By: Tom Wildenberg
Name: Tom Wildenberg
Title: Sr. V.P. - Finance

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