

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SPORTS AUTHORITY HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-10527 (MFW)

(Jointly Administered)

Ref. Docket No. 991

**NOTICE OF FILING OF CHART SUMMARIZING
OBJECTIONS TO DEBTORS' CONSIGNED GOODS MOTION AND
STORE CLOSING MOTION, RESPECTIVELY,
AND DEBTORS' RESPONSES THERETO**

PLEASE TAKE NOTICE that, on April 4, 2016, Sports Authority Holdings, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") filed the *Debtors' Omnibus Reply in Support of Entry of Final Orders on (I) the Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to (I) Continue to Sell Consigned Goods in the Ordinary Course of Business Free and Clear of All Liens, Claims and Encumbrances and (II) Grant Administrative Expense Priority to Consignment Vendors for Consigned Goods Delivered Postpetition; and (B) Grant Replacement Liens to Consignment Vendors with Perfected Security Interests in Consigned Goods and/or Remit the Consignment Sale Price Arising from Sale of Consigned Goods to Putative Consignment Vendors, and (II) the Debtors' Emergency Motion for Interim and Final Orders (A) Authorizing the Debtors to Assume the Closing Store Agreement, (B) Authorizing and Approving Store Closing Sales Free and Clear of All Liens, Claims and Encumbrances, (C) Authorizing the Implementation of Customary Employee Bonus Program and Payments to Non-Insiders Thereunder, (D) Approving Dispute Resolution Procedures, and (E) Approving the Debtors' Store Closing Plan* [Docket No. 991] (the "Reply")² with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that the Debtors have prepared a chart, attached hereto as Exhibit A, outlining, in summary form, the various objections to the Consigned Goods Motion and the Store Closing Motion, respectively, and setting forth the Debtors' responses thereto.

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Sports Authority Holdings, Inc. (9008); Slap Shot Holdings, Corp. (8209); The Sports Authority, Inc. (2802); TSA Stores, Inc. (1120); TSA Gift Card, Inc. (1918); TSA Ponce, Inc. (4817); and TSA Caribe, Inc. (5664). The headquarters for the above-captioned Debtors is located at 1050 West Hampden Avenue, Englewood, Colorado 80110.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Reply.

Dated: April 4, 2016
Wilmington, Delaware

/s/ Andrew L. Magaziner

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Exhibit A

Reply Chart

REPLY**CHART OF OBJECTIONS¹**

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
1.	102 103 667 674 691	Both	Agron, Inc.	<p>(a) Title to Goods: The Debtors must establish title to the Consigned Goods through an adversary proceeding and, prior to the resolution of the adversary proceeding, approval of the Consignment Motion should be subject to consent by the consignment vendor to the use or sale of Consigned Goods and adequate protection of the consignment vendor's ownership interest in the Consigned Goods.</p> <p>(b) Interim Consignment Order Protections: The protections in paragraphs 6-15 of the Interim Order should be included in any final order authorizing the use and sale of Consigned Goods.</p>	<p>Objection to be withdrawn upon approval of the Settlement Agreement.</p> <p>(a) See Reply, ¶¶ 16-49.</p> <p>(b) See Reply, ¶¶ 42-44.</p>

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Debtors' Omnibus Reply in Support of Entry of Final Orders on (I) Debtors' Motion for Interim and Final Orders (A) Authorizing the Debtors to (I) Continue to Sell Consigned Goods in the Ordinary Course of Business Free and Clear of All Liens, Claims and Encumbrances and (II) Grant Administrative Expense Priority to Consignment Vendors for Consigned Goods Delivered Postpetition; and (B) Grant Replacement Liens to Consignment Vendors with Perfected Security Interests in Consigned Goods and/or Remit the Consignment Sale Price Arising from Sale of Consigned Goods to Putative Consignment Vendors and (II) Debtors' Emergency Motion for Interim and Final Orders (A) Authorizing the Debtors to Assume Closing Store Agreement; (B) Authorizing and Approving Closing Sales Free and Clear of All Liens, Claims and Encumbrances; (C) Authorizing the Implementation of Customary Employee Bonus Program and Payments to Non-Insiders Thereunder; (D) Approving Dispute Resolution Procedures; and (E) Approving the Debtors' Store Closing Plan* [Docket No. 991].

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
				(c) Joinder: Agron joins in the Asics Objection. With the limited exception of the arguments appearing in paragraphs 34-48, the objections raised in the Asics Objection apply equally to the Debtors' consignment arrangements with all of its Consignment Vendors, and any attempt to sell or grant a security interest in or lien upon Consignment Goods without the consent of the respective Consignment Vendor must be denied.	(c) <i>See</i> responses to No. 18.
2.	110	Consigned Goods Motion	Gordini USA, Inc. SGS Sports, Inc.	(a) Title to Goods: Pursuant to the Vendor Agreement, Gordini and SGS each retain title to and ownership of the Consigned Goods until such goods are sold to a retail customer of the Debtors, at which time title transfers to the customer. Accordingly, Gordini and SGS retain legal title to the Consigned Goods and the Debtors have at best, a mere possessory interest with the right, subject to the recall by Gordini and SGS, to sell the Consignment Merchandise in the ordinary course of business to retail customers, provided that the Debtors pay the respective costs of such sales to Gordini and SGS. (b) Joinder: Gordini and SGS join Agron, Inc. [D.I. No. 102] in its objection to the Consignment Motion. Gordini and SGS object to the Consignment Motion on a limited basis and seek to be carved out of the relief requested therein. The Consignment Motion, as presented, does not adequately protect Gordini's ownership interest in the Consigned Goods and seeks to modify material terms of the Vendor Agreements.	(a) <i>See</i> Reply, ¶¶ 16-49. (b) <i>See</i> responses to No. 1.
3.	684	Consigned Goods Motion	Goal Zero LLC	(a) Interim Consignment Order Protections: In light of the pending adversary proceedings, entry of a final order is at best premature, and instead, the interim relief granted under the Interim Consignment Order should be continued and any order granting the Consignment Motion should include the protections provided to Consignment Vendors in the Interim Consignment Order and by the March 16 Ruling.	(a) <i>See</i> Reply, ¶¶ 42-44.

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
				(b) Joinder: Goal Zero joins the objections, responses, and joinders of Agron, Inc. [D.I. No. 102], Gordini USA, Inc. and SGS Sports, Inc. [D.I. No. 110], Castlewood Apparel Corp. [D.I. No. 113], and Wigwam Mills, Inc. [D.I. No. 608].	(b) <i>See</i> responses to Nos. 1, 2, 5 & 24.
4.	694	Consigned Goods Motion	<p><i>Ad Hoc</i> Committee of Consignment Creditors (“<i>Ad Hoc</i> Committee”):</p> <p>Wilson Sporting Goods Co. (successor to Hillerich & Bradsby Co.)</p> <p>Manzella Productions, Inc. (aka Totes Isotoner Corp.)</p> <p>Tabata USA, Inc.</p> <p>Optima Life Japan, Inc. (d/b/a Phiten)</p> <p>TYR Sport, Inc.</p> <p>Stack-On Products Co.</p>	<p>(a) Title to Goods: Pursuant to the Vendor Agreements, the Consignment Vendors retain title to and ownership of the Consigned Goods until such goods are sold to a retail customer of the Debtors’ operating entity, at which time title transfers to the customer. Accordingly, each of the consignment vendors on the <i>Ad Hoc</i> Committee retains legal title to their respective Consignment Goods and the Debtors hold, at best, a mere possessory interest with the right, subject to the recall of the consignment vendors on the <i>Ad Hoc</i> Committee, to sell the Consignment Goods in the ordinary course of business to retail customers.</p> <p>(b) Joinder: The <i>Ad Hoc</i> Committee joins Agron Inc. [D.I. No. 102] in its objection to the Consignment Motion. The <i>Ad Hoc</i> Committee objects to the Motion on a limited basis and requests to be carved out of the relief requested therein. The Motion, as presented, does not adequately protect the <i>Ad Hoc</i> Committee members’ respective ownership interests in the Consigned Goods and seeks to modify material terms of the Vendor Agreements.</p>	<p>(a) <i>See</i> Reply, ¶¶ 16-49.</p> <p>(b) <i>See</i> responses to No. 1.</p>
5.	608	Consigned Goods Motion	Wigwam Mills, Inc.	(a) Interim Consignment Order Protections: Wigwam seeks to ensure that the additional protections provided to consignment vendors in the Interim Order and the March 16 Ruling will also be contained in any final order entered on the Consignment Motion. The order should provide that (i) consignment vendors have a first-priority, purchase money security interest in consigned goods (and proceeds) received by the Debtors postpetition and (ii) adequate protection in the form of administrative claims and superpriority administrative claims.	(a) <i>See</i> Reply, ¶¶ 42-44.

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
				(b) Reporting: The final order should require the Debtors to deliver the proceeds of sales of consigned goods to consignment vendors, provide weekly reports to consignment vendors, and track sales of prepetition consigned goods and postpetition consigned goods separately.	(b) Pursuant to the March 16 Ruling, the Debtors are making payments and complying with the reporting obligations in the Vendor Agreements.
6.	625	Store Closing Motion	Levin Management Corporation as agent for Ikea Properties, Inc.	(a) Conduct of Closing Sales: Objections concerning signage installation, sale duration, hours of operation, compliance with mall/center regulations, compliance with state and local consumer laws, signage and advertising, and merchandising. (b) Postpetition Obligations: Objections concerning postpetition rent and lease obligations (e.g., postpetition administrative rent, lease obligations, and maintenance of insurance), abandonment of property, and maintenance of premises.	(a) Accepted/adjourned by paragraph 5 of the Store Closing Order (lease not on Initial List of Closing Stores) (b) Accepted/adjourned by paragraph 5 of the Store Closing Order (lease not on Initial List of Closing Stores)
7.	627	Store Closing Motion	Parker Place Group, LLC	Joinder: Parker Place joins the arguments advanced in: (i) the Objection by Levin Management Corporation to the Store Closing Motion [D.I. No. 625]; and (ii) any further objections by the landlords to the Store Closing Motion.	The Debtors are negotiating the terms of a Side Letter that the Debtors believe will address Parker Place's concerns.
8.	670	Store Closing Motion	Kimco Realty Corporation	Joinder: Kimco joins the objections of D.I. Nos. 625, 629, 635, and 645, as well as any other objections filed by the Debtors' other landlords to the Store Closing Motion.	Objections to the Sale Guidelines have been resolved. The Debtors' response on the stub rent issue is set forth in paragraphs 67-81 of the Reply.
9.	677	Store Closing Motion	H.I.R. 3 RH Tacoma Place Associates, LLC	Joinder: H.I.R. joins the objections of Levin Management Corporation as agent for Ikea Properties, Inc. [D.I. No. 625] and any other creditors or landlords that have filed or may file similar landlord objections.	Accepted/adjourned by paragraph 5 of the Store Closing Order (lease not on Initial List of Closing Stores).

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
10.	629	Store Closing Motion	Carousel Center Company, L.P. Holyoke Mall Company, L.P. KRG Portofino, LLC KRG Port St. Lucie Landing, LLC KRG Fort Myers Colonial Square, LLC	(a) Stub Rent: The Court should order the debtors to pay stub rent immediately. The landlords' claims for stub rent constitute administrative expenses owed by the Debtors. (b) Conduct of Closing Sales: The Store Closing Procedures fail to protect the landlords' interest in maintaining certain standards in their shopping centers (i.e., a certain level of decorum and standard of appearance). In the event the Landlords and Liquidation Consultant do not enter into a letter agreement, the landlords reserve all rights to renew their objections to the terms of the Store Closing Sales for failing to adequately protect the landlords.	(a) See Reply, ¶ 67-81. (b) Resolved.
11.	635	Store Closing Motion	Ocala Retail 2015 LLC	Conduct of Closing Sales: Objections concerning fines/penalties, signage, sidewalk sales and promotional events, sign holders/walkers, abandonment of FF&E and/or inventory, solicitation, and hours of operation.	The Debtors are negotiating the terms of a Side Letter that the Debtors believe will address Ocala Retail's concerns.
12.	638	Store Closing Motion	Spring Branch Independent School District Humble Independent School District Clear Creek Independent School District Mansfield Independent School District Baybrook Municipal Utility District No. 1 Fort Bend County Municipal Utility District	The Texas Taxing Authorities object to the Store Closing Motion to the extent it fails to adequately protect their secured tax claims by either failing to provide for the payment of their secured tax claims prior to the payment of any other claims or creditors and by failing to segregate funds, subject to further order of the Court, from the sale of their collateral for the payment of their secured tax claims, together with sufficient funds to cover any interest that the Texas Taxing Authorities may become entitled to.	Resolved by paragraph 5 of the Store Closing Order

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
			No. 50 Fort Bend County Levee Improvement District No. 12		
13.	645	Store Closing Motion	OWRF Baybrook LLC SPG Arsenal, L.P. OCW Retail – Nashua, LLC Warwick Mall OP L.L.C. Gateway-DC Properties, Inc.	<p>(a) Stub Rent: To the extent that any of the Stores are or become Closing Stores, this Court should require that Debtors immediately pay Stub Rent owed under the related lease to the applicable landlord as adequate protection as a condition to the commencement of any Closing Sale.</p> <p>(b) Clarification/Notice: The landlords request that any final order that is entered approving the Store Closing Motion clarify whether or not the potential Closing Stores subject thereto are limited to those stores identified on the Notice of Corrected List of Designated Stores Closing Locations [D.I. No. 185]. If not, then the landlords request that should any of their Stores be later designated as a Closing Store, such landlords be provided not fewer than ten (10) days' notice to negotiate the terms of a side letter agreement with the Liquidation Consultant and the Debtors be required to provide each landlord with no fewer than 7 days' prior written notice of the termination of any Closing Sale at its Store.</p> <p>(c) Joinder: The landlords join in any other arguments, objections, and prayers for relief set forth in similar objections to the Store Closing Motion filed by other landlords (or, to the extent consistent, the Creditors' Committee) of the Debtors.</p>	<p>(a) See Reply, ¶ 67-81.</p> <p>(b) Accepted by paragraph 5 of the Store Closing Order and Side Letters.</p> <p>(c) See responses to other objections.</p>
14.	717	Store Closing Motion	DDR Corp. Equity One, Inc. Garden Commercial	<p>Stub Rent: The landlords request that the Court enter an order (i) terminating the Debtors' Closing Sales unless the Debtors immediately pay to the landlords the Stub Rent for the Closing Stores as adequate protection required by sections 363(e) and 361 of the Bankruptcy Code for the Debtors' postpetition use of the</p>	See Reply, ¶ 67-81.

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
			Properties, Inc. GGP Limited Partnership National Realty Development Corp. Realty Income Corp. Regency Centers Corp. Rouse Properties	landlords' property, and (ii) granting such other and further relief as the Court deems just and proper.	
15.	660	Store Closing Motion	OLP Greenwood Village CO Inc.	<p>(a) Postpetition Obligations: The landlord objects because the Debtors seek to use the Store for the Closing Sales without the Debtors being current on postpetition rent and other postpetition obligations due and owing on the Lease Agreement.</p> <p>(b) Conduct of Closing Sales: The landlord objects to the extent the Closing Stores sales are counter to the landlord's rights under the Lease Agreement, including (i) the request to abandon the property at the Store without incurring a postpetition obligation for the removal of same; and (ii) the request to leave the store vacant, even if postpetition obligations are current.</p> <p>(c) Lease Rejection Period: The Store Closing Agreement contemplates continuing the sale for approximately 100 days after the petition Date, but with the ability to seek further extensions, that would presumably cut into the time to assume or reject the lease. The landlord does not consent to an extension of the 120 day period in which the Debtors are required to assume or reject the Store.</p>	<p>(a) See Reply, ¶ 67-81.</p> <p>(b) Resolved.</p> <p>(c) The Debtors have filed a separate motion to extend the time to assume or reject leases. See Docket No. 67. The Debtors will not conduct Closing Sales at locations that have been rejected.</p>
16.	703	Store Closing Motion	OPCLK, LLC Cocoplum Associates	(a) Conduct of Closing Sales: Objections concerning the placing of a large A-Frame under the sign at the entrance of the shopping center.	(a) Resolved.

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
				(b) Stub Rent: Debtors should be required to pay stub rent in order to conduct the Closing Sales, particularly in light of the timing of the filing of the Petitions on the second day of the month and the immediate Closing Sales outside the ordinary course of business.	(b) <i>See</i> Reply, ¶ 67-81.
17.	706	Store Closing Motion	Mill Creek Mall, LLC	<p>(a) Stub Rent: To the extent that the Debtors' store at the Premises becomes a Closing Store, this Court should require that the Debtors immediately pay Stub Rent as adequate protection as a condition to the commencement of any Closing Sale.</p> <p>(b) Notice: Landlord requests that in the event the premises is designated as a Closing Store, that it be provided no fewer than ten (10) days' notice to negotiate the terms of a side letter agreement with the Liquidation Consultant. In addition, the Debtors should be required to provide landlord with no fewer than seven (7) days' prior written notice of the termination of any Closing Sale.</p> <p>(c) Conduct of Closing Sales: Objections concerning hours of operation, compliance with mall/center regulations, compliance with state and local consumer laws, signage and advertising, and merchandise.</p>	<p>(a) <i>See</i> Reply, ¶ 67-81.</p> <p>(b) Accepted by paragraph 5 of the Store Closing Order.</p> <p>(c) Accepted/adjourned by paragraph 5 of the Store Closing Order (lease not on Initial List of Closing Stores).</p>
18.	644	Both	ASICS America Corp.	<p>(a) Vendor Agreement Terminated: Prior to the Petition Date, Asics terminated any and all agreements with the Debtors and the Debtors have no authority to sell or grant an interest in the Asics's property. As a result of the termination, whatever rights the Debtors had to sell Asics's property immediately ceased and the Debtors were required to return such property.</p> <p>(b) Title to Goods: The Debtors must establish title to the Consigned Goods through an adversary proceeding and, prior to the resolution of the adversary proceeding, approval of the Consignment Motion should be subject to consent by the</p>	<p>(a) <i>See</i> Reply, ¶ 50-62.</p> <p>(b) <i>See</i> Reply, ¶¶ 16-49.</p>

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
				<p>Consignment Vendor to the use or sale of the Consigned Goods and adequate protection of the Consignment Vendor's ownership interest in the Consigned Goods</p> <p>(c) Conversion: Use or impairment of Asics's property without Asics's consent is an unlawful conversion of such property. ASICS reserves all rights to bring claims against and seek damages from the Debtors and to bring any and all claims, and seek sanctions, against the Secured Lenders and the Secured Lender Agents.</p>	(c) The Consigned Goods do not constitute ASICS' property. Further, as the Vendor Agreement did not provide for the return of the Consigned Goods to Asics upon termination, the Debtors have the authority to sell the Consigned Goods. <i>See Reply</i> , ¶ 50-62.
19.	646	Both	Casio America Inc.	Joinder: Casio joins in the Asics Objection and respectfully requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court deems just and proper.	See responses to No. 18.
20.	648	Both	M.J. Soffe, LLC	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreement, the parties acknowledged and agreed that all right, title, and interest in and to any consigned Soffe goods remained with Soffe and never transferred to TSA. Soffe objects to any request by the Debtors to sell or grant a security interest in or lien upon the Soffe Property without Soffe's consent. Each of the Motions seeks to irreparably harm and impair Soffe's rights in its own property, either by seeking authority to sell Soffe Property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors' estates.</p> <p>(b) Joinder: Soffe joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See Reply</i>, ¶¶ 16-49.</p> <p>(b) <i>See responses to No. 18.</i></p>

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
21.	654	Both	THORLO, Inc.	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreement, the parties acknowledged and agreed that all right, title, and interest in and to any consigned THORLO goods remained with THORLO and never transferred to TSA. THORLO objects to any request by the Debtors to sell or grant a security interest in or lien upon THORLO's property without THORLO's consent. Each of the Motions seeks to irreparably harm and impair THORLO's rights in its own property, either by seeking authority to sell THORLO's property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors' estates.</p> <p>(b) Joinder: THORLO joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See</i> Reply, ¶¶ 16-49.</p> <p>(b) <i>See</i> responses to No. 18.</p>
22.	657	Both	E & B Giftware, LLC and Sportline, Inc.	<p>(a) Vendor Agreement Terminated and Lawsuit Commenced by E & B: The Vendor Agreement's effective period ended on January 30, 2015 and E & B submits that the Vendor Agreement was terminated, and deliveries of Consigned Goods were discontinued. As a result, of the Debtors failure to pay for the Consigned Goods and other E & B Goods, E & B commenced a lawsuit against the Debtors in Westchester County Supreme Court on February 10, 2016, which lawsuit was stayed as a result of the bankruptcy filing.</p> <p>(b) Title to Goods: At all times during their consignment relationship, the parties acknowledged and agreed that all right, title, and interest in and to any Consigned Goods remained with E & B and never transferred to the Debtors.</p>	<p>Objection to be withdrawn upon approval of the Settlement Agreement.</p> <p>(a) <i>See</i> Reply, ¶ 50-62.</p> <p>(b) <i>See</i> Reply, ¶¶ 16-49.</p>

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
				(c) Joinder: E & B joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.	(c) <i>See</i> responses to No. 18.
23.	661	Both	Sport Write, Inc.	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreement, the parties acknowledged and agreed that all right, title, and interest in and to any Sport Write goods remained with Sport Write and never transferred to TSA. Sport Write objects to any request by the Debtors to sell or grant a security interest in or lien upon the Sport Write's property without Sport Write's consent. Each of the Motions seeks to irreparably harm and impair Sport Write's rights in its own property, either by seeking authority to sell Sport Write's property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors' estates (to the extent arguably possible).</p> <p>(b) Joinder: Sport Write joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See</i> Reply, ¶¶ 16-49.</p> <p>(b) <i>See</i> responses to No. 18.</p>
24.	662 113	Both	Castlewood Apparel Corp.	<p>(a) Depressed Value: Castlewood objects to the Store Closing Motion to the extent it would allow the Debtors to sell Castlewood's consigned goods at more than 20% discount, without Castlewood's consent.</p> <p>(b) Joinder: Castlewood joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See</i> Reply, ¶¶ 82-83.</p> <p>(b) <i>See</i> responses to No. 18.</p>

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
25.	663	Both	SGS Sports, Inc.	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreement, the parties acknowledged and agreed that all right, title, and interest in and to any consigned SGS goods remained with SGS and never transferred to TSA. SGS objects to any request by the Debtors to sell or grant a security interest in or lien upon the SGS Property without SGS's consent. Each of the Motions seeks to irreparably harm and impair SGS's rights in its own property, either by seeking authority to sell SGS's property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors' estates (to the extent arguably possible).</p> <p>(b) Joinder: SGS joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See</i> Reply, ¶¶ 16-49.</p> <p>(b) <i>See</i> responses to No. 18.</p>
26.	664	Both	SP Images, Inc.	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreement, the parties acknowledged and agreed that all right, title, and interest in and to any consigned SPI goods remained with SPI and never transferred to TSA. SPI objects to any request by the Debtors to sell or grant a security interest in or lien upon the SPI's property without SPI's consent. Each of the Motions seeks to irreparably harm and impair SPI's rights in its own property, either by seeking authority to sell SPI's property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors' estates (to the extent arguably possible).</p> <p>(b) Joinder: SPI joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See</i> Reply, ¶¶ 16-49.</p> <p>(b) <i>See</i> responses to No. 18.</p>

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
27.	666	Both	Gordini USA, Inc.	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreement, the parties acknowledged and agreed that all right, title, and interest in and to any consigned Gordini goods remained with Gordini and never transferred to TSA. Gordini objects to any request by the Debtors to sell or grant a security interest in or lien upon the Gordini Property without Gordini's consent. Each of the Motions seeks to irreparably harm and impair Gordini's rights in its own property, either by seeking authority to sell Gordini's property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors' estates (to the extent arguably possible).</p> <p>(b) Joinder: Gordini joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See</i> Reply, ¶¶ 16-49.</p> <p>(b) <i>See</i> responses to No. 18.</p>
28.	671	Both	Shock Doctor, Inc. d/b/a United Sports Brands ("USB"): Cutters Nathan Sports Penguin Brands Shock Doctor	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreements, the parties acknowledged and agreed that all right, title, and interest in and to any USB's property remained with USB and never transferred to TSA. USB objects to any request by the Debtors to sell or grant a security interest in or lien upon the USB Property without USB's consent. Each of the Motions could have the effect of irreparably harming and impairing USB's rights in its own property, either by seeking authority to sell USB's property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors' estates.</p> <p>(b) Joinder: USB joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>Objection to be withdrawn upon approval of the Settlement Agreement.</p> <p>(a) <i>See</i> Reply, ¶¶ 16-49.</p> <p>(b) <i>See</i> responses to No. 18.</p>

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
29.	676	Both	“Easton”: Easton Baseball / Softball Inc. Bauer Hockey, Inc. Performance Lacrosse Group Inc. BPS Diamond Sports Inc.	(a) Vendor Agreement Terminated: The term of the Vendor Agreement has expired. (b) Title of Goods: The Debtors never held title or obtained ownership of the Consigned Goods, and title to those goods remains with Easton. Pursuant to the Vendor Agreement, title to any of the Consigned Goods transfers, if at all, directly from Easton to the ultimate purchaser of such goods. (c) Joinder: Easton joins the Consignment Motion filed by Agron, Inc. [D.I. No. 102], Gordini USA, Inc. and SGS Sports, Inc. [D.I. No. 110], Castlewood Apparel Corp. [D.I. No. 113], and Wigwam Mills, Inc. [D.I. No. 608]. Easton also joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.	Objection to be withdrawn upon approval of the Settlement Agreement. (a) <i>See</i> Reply, ¶ 50-62. (b) <i>See</i> Reply, ¶¶ 16-49. (c) <i>See</i> responses Nos. 1, 2, 5, 18 & 24.
30.	680	Both	Boyt Harness Company LLC	Joinder: Boyt Harness joins in the Asics Objection.	<i>See</i> responses to No. 18.
31.	681	Both	Bravo Sports	Joinder: Bravo Sports joins in the Asics Objection.	<i>See</i> responses to No. 18.
32.	687	Both	Altus Brands, LLC	Joinder: Altus Brands joins in the Asics Objection.	<i>See</i> responses to No. 18.
33.	693	Both	Filmar USA, Inc.	Joinder: Filmar joins in the Asics Objection.	Objection to be withdrawn upon approval of the Settlement Agreement. <i>See</i> responses to No. 18.

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
34.	698	Both	Performance Apparel Corp. (Hot Chillys)	<p>(a) Vendor Agreement Terminated: Prior to the petition date, the Vendor Agreement was terminated, and TSA agreed that the seasonal goods would be returned to Performance pursuant to the return to vendor program incorporated into the Vendor Agreement. A new Deal Sheet was not executed after the effective period expired, and the Vendor Agreement terminated effective January 30, 2016.</p> <p>(b) Joinder: Performance joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See</i> Reply, ¶¶ 50-62.</p> <p>(c) <i>See</i> responses No. 18.</p>
35.	700	Both	J.J.'s Mae, Inc. d/b/a Rainbeau	Joinder: Rainbeau joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper. Rainbeau does not join the ASICS Objection to the extent any portion is inconsistent with anything stated in its own objection.	<i>See</i> responses No. 18.
36.	707	Both	Mission Product Holdings, Inc.	Joinder: Mission joins in the Asics Objection.	<i>See</i> responses No. 18.
37.	713	Both	O2Cool, LLC	Joinder: O2Cool joins in the Asics Objection.	<i>See</i> responses No. 18.
38.	656	Both	Ameriform Acquisition Co., LLC ("Ameriform") d/b/a KL Industries	(a) Title to Goods. Ameriform, not Debtors, owns the Ameriform property and Ameriform is senior to all other secured creditors and asset purchasers as to the Ameriform property. The Consignment Motion seeks to strip Ameriform of its ownership rights in the Ameriform property, transfer all liens, claims, and interests to the Consigned Goods and proceeds thereof. However, Ameriform does not object to Debtors' continued sale of the	(a) <i>See</i> Reply, ¶¶ 16-49.

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
				<p>Ameriform property so long as the proceeds from sale are paid to Ameriform pursuant to its prepetition agreements with Debtors.</p> <p>(b) Depressed Value: The Store Closing Motion allows the Debtors to sell Ameriform Property free and clear of all liens, claims, and encumbrances through “going out of business” sales at depressed values that will harm Ameriform’s brand.</p>	(b) See Reply, ¶¶ 82-83.
39.	673	Both	Implus Footcare, LLC	<p>(a) Title to Goods: The Court cannot authorize the sale of the Implus Goods as property of the estate unless and until a determination has been made, following the conclusion of an adversary proceeding, that the Implus Goods are property of the estate.</p> <p>(b) Joinder: Implus joins, to the extent not inconsistent with its own Objection, any other objection to the Consignment Motion and Store Closing Motion filed by a Consignment Vendor.</p>	<p>Objection to be withdrawn upon approval of the Settlement Agreement.</p> <p>See Reply, ¶¶ 16-49.</p> <p>See responses to other motions.</p>
40.	753	Both	Trends International, LLC	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreements, the parties acknowledged and agreed that all right, title, and interest in and to any Trends Property, including any Consigned Goods, remained with Trends and never transferred to the Debtors. Trends objects to any request by the Debtors to sell or grant a security interest in or lien upon the Trends Property without Trend’s consent. Each of the Motions could have the effect of irreparably harming and impairing Trend’s rights in its own property, either by seeking authority to sell Trend’s property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors’ estates.</p> <p>(b) Joinder: Trends joins in Asics Objection and, to the extent not inconsistent with its own objection, any other objection to the Consignment Motion and Store Closing Motion filed by a Consignment Vendor.</p>	<p>(a) See Reply, ¶¶ 16-49.</p> <p>(b) See responses No. 18 and other motions.</p>

	D.I.	Applicable Motion (Consigned Goods Motion, Store Closing Motion, Both)	Objecting Party	Summary of Objection	Resolution and Response
41.	853	Both	Hi-Tec Sports USA, Inc.	<p>(a) Title to Goods: At all times during their consignment relationship, including under the Vendor Agreement, the parties acknowledged and agreed that all right, title, and interest in and to any consigned Hi-Tec goods remained with Hi-Tec and never transferred to TSA. Hi-Tec objects to any request by the Debtors to sell or grant a security interest in or lien upon the Hi-Tec Property without Hi-Tec's consent. Each of the Motions seeks to irreparably harm and impair Hi-Tec's rights in its own property, either by seeking authority to sell Hi-Tec's property, including at substantially discounted prices at Closing Sales, or to grant a security interest in or lien upon property outside of the Debtors' estates (to the extent arguably possible).</p> <p>(b) Joinder: HI-TEC joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>(a) <i>See</i> Reply, ¶¶ 16-49.</p> <p>(b) <i>See</i> responses to No. 18.</p>
42.	888	Both	Ogio International, Inc.	<p>(a) Vendor Agreement Terminated: By its terms the Vendor Agreement terminated effective January 30, 2016 and it was not renewed or extended thereafter.</p> <p>(b) Joinder: Performance joins in the Asics Objection and requests the Court to grant the relief as set forth in the Asics Objection and grant such other and further relief as the Court may deem just and proper.</p>	<p>Objection to be withdrawn upon approval of the Settlement Agreement.</p> <p>(a) <i>See</i> Reply, ¶ 50-62.</p> <p>(b) <i>See</i> responses to No. 18.</p>