

**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)

Re: Docket Nos. 1092 & 1277

**JOINDER AND RESERVATION OF RIGHTS OF
COLOSSEUM ATHLETICS, CORP. TO AGRON, INC.'S OBJECTION TO
TERM LOAN AGENT'S EMERGENCY MOTION FOR ADEQUATE PROTECTION**

Colosseum Athletics Corp., d/b/a Colosseum Athletics ("Colosseum"), by and through its undersigned counsel, hereby concurs with, joins in and adopts as its own (the "Joinder") the legal and factual arguments made in the objection of Agron, Inc. ("Agron") (the "Objection") [D.I. 1277] to the *Term Loan Agent's Emergency Motion for Adequate Protection* (the "Motion") [D.I. 1092] filed by Wilmington Savings Fund Society, FSB (the "Term Lender"). In support of this Joinder, Colosseum respectfully states as follows:

BACKGROUND

1. Prior to the Petition Date, Colosseum entered into a consignment agreement (the "Consignment Agreement") with TSA Stores, Inc. or one or more of its affiliated debtors in the above-referenced cases (collectively, the "Debtors"), pursuant to which Colosseum periodically delivered consigned goods to the Debtors for sale in various Sports Authority brand stores across the country. Colosseum's consigned goods primarily consisted of certain athletic clothing. All of such consigned goods and the proceeds from the sale or other disposition thereof are hereinafter referred to collectively as the "Colosseum Property".

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. At all times during their consignment relationship, including under the Consignment Agreement, the parties acknowledged and agreed that all right, title and interest in and to the Colosseum Property, including consigned goods, remained with Colosseum and never transferred to the Debtors. Pursuant to the Consignment Agreement, title to such consigned goods transfers, if at all, directly from Colosseum to the ultimate purchaser of such goods. The Consignment Agreement expressly provided that:

“[Colosseum] shall retain title to all goods subject to this agreement until the date of sale at which time title shall pass from [Colosseum] to the purchaser of such goods.”

See Consignment Agreement. Thus, in the Consignment Agreement drafted by the Debtors, the Debtors admit that they hold no title to Colosseum goods consigned under the Consignment Agreement, including the Colosseum Property. Pursuant to the Consignment Agreement, title to any of Colosseum’s goods transfers, if at all, directly from Colosseum to the ultimate purchaser of such goods.

3. On April 6, 2016 the Court issued its Supplemental Interim Order Authorizing the Debtors to Continue to Sell Certain Prepetition Consigned goods [D.I. 1044], and a further hearing was scheduled for April 26, 2016. At present, Debtors are authorized to sell consigned goods consistent with the terms of any valid consignment agreement existing as of the petition date. Colosseum submits that the Debtors, and therefore the Term Lender, have no interest in Colosseum Property because such goods are the property of Colosseum, and not the property of the bankruptcy estates, and the Term Lender should not be granted any relief inconsistent with that position unless it is fully adjudicated in the adversary proceedings pending against Colosseum and the other consignment vendors.

4. On April 21, 2016, Agron filed its Objection. To the extent the facts and legal arguments also pertain to Colosseum, Colosseum joins and adopts the Agron's Objection as if fully set forth herein.

5. Colosseum reserves the right to assert other and further objections at the hearing.

JOINDER

6. Colosseum hereby joins in, and incorporates herein by reference, Agron's Objection, and adopts the arguments therein as its own. For the reasons stated in the Agron Objection, and to the extent that the Motion contemplates a subsequent sale of Colosseum Property, Colosseum hereby objects to the Motion.

7. To the extent not inconsistent with the relief sought herein, Colosseum joins in any other objections to the Motion that may be filed by other consignment vendors.

RESERVATION OF RIGHTS

8. Nothing contained herein shall be deemed an admission of any fact or a waiver of any of Colosseum's rights or remedies in connection with the Motion, or any other issue arising under or relating to the Motion, whether at law or in equity, all of which rights and remedies are hereby expressly reserved, including but not limited to submitting further or supplemental objections to the Motion.

WHEREFORE, Colosseum respectfully requests that this Court (i) deny the relief requested in the Motion for the reasons set for herein and in the Agron Objection, (ii) reserve all rights of Colosseum to assert other and further objections to the Motion, and (iii) grant such other and further relief as may be just and proper.

Dated: April 22, 2016
Wilmington, Delaware

ELLIOTT GREENLEAF, PC



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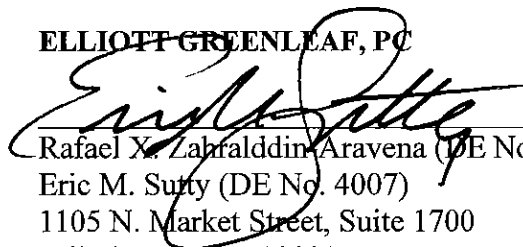
CERTIFICATE OF SERVICE

I, Eric M. Suty, hereby certify that on April 22, 2016, a true and correct copy of the foregoing *Joinder and Reservation of Rights of Colosseum Athletics, Corp., to Agron Inc.'s Objection to Term Loan Agent's Emergency Motion for Adequate Protection* to be served upon the parties on the attached service list via U.S. First Class Mail

Under penalty of perjury, I declare the foregoing is true and correct.

Dated: April 22, 2016
Wilmington, Delaware

ELLIOTT GREENLEAF, PC



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