

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11
 :
 SPORTS AUTHORITY HOLDINGS, INC., *et al.*,¹ : Case No. 16-10527-MFW
 :
 Debtors. : (Jointly Administered)
 : Re: D.I. 9, 15, 20 and 644
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JOINDER OF BOYT HARNESS TO OMNIBUS OBJECTION OF ASICS AMERICA CORPORATION TO DEBTORS' MOTIONS FOR ORDERS ON THE (1) CONSIGNMENT MOTION; (2) GOB MOTION; AND (3) DIP MOTION

Boyt Harness Company LLC., (“Boyt Harness”) one of the Debtors’ consignors, hereby supports, adopts and joins in the Omnibus Objection of ASICS America Corporation (“ASICS”) [Docket No. 644] to the following motions filed by Sports Authority Holdings, Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”):

- A. *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 [D.I. No. 9] (the “Consignment Motion”);*
- B. *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*

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.



Dispute Resolution Procedures, and (E) Approving the Debtors' Store Closing Plan [D.I. No. 15] (the "GOB Motion"); and

C. Debtors' Motion for Interim and Final Orders (I) Authorizing Debtors to Obtain Post-Petition Secured Financing Pursuant to 11 U.S.C. §§ 105, 362, 363, and 364; (II) Granting Liens and Superpriority Claims to Post-Petition Lenders Pursuant to 11 U.S.C. §§ 364 and 507; (III) Authorizing the Use of Cash Collateral and Providing Adequate Protection to Prepetition Secured Parties and Modifying the Automatic Stay Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364; and (IV) Scheduling a Final Hearing Pursuant to Bankruptcy Rules 4001(B) and (C) And Local Rule 4001-2 [D.I. No. 20] (the "DIP Motion" and together with the Consignment Motion and GOB Motion, the "Motions").

1. Boyt Harness entered into a consignment vendor agreement in approximately 2007, pursuant to which Boyt Harness consigned goods to one or more of the Debtors for sale in various Sports Authority stores. The consigned goods primarily consisted of hunting cases, bags and outdoor clothing apparel.

2. On or about February 16, 2015, Boyt Harness and one of the Debtors entered into a 2015 Vendor Deal Sheet Summary (Pay By Scan) agreement (the "Agreement"). A copy of the Agreement is attached hereto as **Exhibit A**.

3. The Agreement states that Boyt Harness "shall retain title to all goods subject to this agreement until the date of sale at which time title shall pass from [Boyt Harness] to the purchaser of such goods." Agreement, p. 2.

4. The Debtors commenced an adversary proceeding against Boyt Harness on or about March 15, 2016, seeking a declaratory judgment regarding the rights of the parties to the consignment goods Boyt Harness delivered to the Debtors. Boyt Harness disputes the interests asserted by the Debtors in such goods.

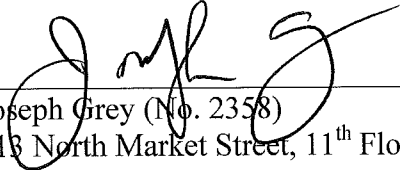
5. Boyt Harness supports, adopts for itself, and joins in the Omnibus Objection.

6. Boyt Harness reserves the right to supplement or amend this joinder.

Dated: March 22, 2016
Wilmington, Delaware

CROSS & SIMON, LLC

By: _____


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Attorneys for Boyt Harness Company, LLC

EXHIBIT A

ID: 713

SPORTS AUTHORITY

2015 VENDOR DEAL SHEET SUMMARY

PAY BY SCAN

- If Vendor is converting to the Pay-by-Scan program, Vendor shall reimburse TSA for all costs of goods on hand at the time of conversion.
- Vendor shall adhere to the invoice and shipping policies, as well as the terms and conditions of TSA's Vendor Relationship Guide which is available at www.tradingpartnerinsight.com/tsa/Login.aspx and incorporated by reference.
- TSA and Vendor agree that the arrangement contemplated by this agreement shall be a consignment as defined in Section 9-102 of the Colorado and Delaware Uniform Commercial Codes. Vendor shall retain title to all goods subject to this agreement until the date of sale at which time title shall pass from Vendor to the purchaser of such goods. Vendor shall be entitled to file UCC-1 Financing Statements to reflect this consignment.
- The term of this agreement shall commence as of the Effective Date and remain in effect until a new agreement is signed by TSA and Vendor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date indicated below.

<p>Vendor</p> <p>By: <u><i>Pam Bradford</i></u></p> <p>Print Name: <u>PAM BRADFORD</u></p> <p>Title: <u>DIRECTOR OF SALES</u></p> <p>Date: <u>2/16/15</u></p> <p>PLEASE SIGN AND INITIAL USING BLUE INK TO ALLOW FOR EASY IDENTIFICATION OF THE ORIGINAL AGREEMENT.</p>	<p>TSA STORES, INC.</p> <p>By: _____ (Buyer)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____ (DMM)</p> <p>Print Name: _____</p> <p>Title: <u>Divisional Merchandise Manager</u></p> <p>Date: _____</p>
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CERTIFICATE OF SERVICE

I, Joseph Grey, hereby certify that on this 22nd day of March, 2016, and in addition to the service provided under the Court's CM/ECF system, I caused copies of the *Joinder of Boyt Harness to Omnibus Objection of ASICS American Corporation to Debtors' Motions for Orders on the (1) Consignment Motion; (2) GOB Motion; and (3) DIP Motion* to be served on the parties listed below by hand delivery.

Michael R. Nestor, Esquire
Andrew Magaziner, Esquire
Young Conaway Stargatt & Taylor
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/s/ Joseph Grey
Joseph Grey (No. 2358)