

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

Docket Ref. No. 2361

**ORDER, PURSUANT TO BANKRUPTCY
CODE SECTION 105(A) AND BANKRUPTCY RULE 9019, APPROVING
THE SETTLEMENT AGREEMENT BY AND AMONG THE DEBTORS, TERM
LOAN AGENT, AND CERTAIN CONSIGNMENT VENDORS PARTY THERETO**

Upon the *Joint Motion for an Order, Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 Approving the Settlement Agreement By and Among the Debtors, Term Loan Agent, and Certain Consignment Vendors Party Thereto* (the "Motion"), dated June 30, 2016, filed by the Debtors and the Term Loan Agent,² and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and the Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that notice of the Motion has been given as set forth in the Motion

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 Capitalized terms used in this Order but not otherwise defined shall have the meanings ascribed to such terms in the Motion.



and that such notice is adequate and no other or further notice need be given; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing and all of the proceedings had before the Court; and the Court having found that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, the Term Loan Agent, and all other parties in interest; and the Court having found that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The Settlement Agreement attached hereto as Exhibit A, including the Riders appended to the Settlement Agreement and incorporated therein (collectively, the "Settlement Agreement"), is approved in its entirety, pursuant to section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019.
3. The Debtors and Term Loan Agent are authorized to enter into the Settlement Agreement with the Settling Vendors and to take any and all actions necessary and appropriate to consummate the Settlement Agreement, including, without limitation, executing and delivering any documents, agreements or instruments as may be necessary or appropriate to implement the Settlement Agreement.
4. This Order and the Settlement Agreement shall be binding on the Debtors, the Term Loan Agent, and each of the Settling Vendors, and any of the foregoing parties' successors and/or assigns.
5. Notwithstanding anything contained in the PBS Agreements, the Court's prior Orders with respect to the Prepetition PBS Goods [Docket Nos. 278, 1044, and 1704], any other

Orders previously entered in these Chapter 11 Cases, or any other purported rights held by the Settling Vendors to the contrary, the Debtors are authorized to sell the Prepetition PBS Goods supplied by the Settling Vendors through the chainwide liquidation managed by the Liquidators pursuant to and in accordance with the terms of the Settlement Agreement, including, without limitation, by directing the Liquidators to apply similar discounting cadences to the Prepetition PBS Goods as applied to other similar goods at the liquidation sales so as to maximize the value of the Prepetition PBS Goods during the liquidation sales.

6. This Order and the Settlement Agreement shall be binding upon the Parties and all other creditors and parties in interest in the Chapter 11 Cases (including, without limitation, the Official Committee of Unsecured Creditors, any trustee or examiner appointed in the Chapter 11 Cases or any chapter 7 trustee, or any other person, party or entity to, in any jurisdiction anywhere in the world, directly or indirectly).

7. The Parties shall have no responsibilities under this Order or the Settlement Agreement other than those responsibilities explicitly set forth with respect to each such Party in this Order and the Settlement Agreement.

8. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, without limitation, Bankruptcy Rule 6004: (a) this Order shall be effective immediately and enforceable upon its entry; (b) the Debtors and Term Loan Agent are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtors and Term Loan Agent are authorized and empowered to, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

9. The automatic stay in the Chapter 11 Cases is hereby modified to the extent necessary to permit the implementation of the terms of the Settlement Agreement.

10. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

11. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion, the Settlement Agreement or the implementation of this Order.

Dated: July 7, 2016
Wilmington, Delaware



MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

SETTLEMENT AGREEMENT REGARDING PAY-BY-SCAN VENDORS

DATED AS OF 6/30/16

SUBJECT TO APPROVAL OF THE BANKRUPTCY COURT

1. GOODS RECEIVED BY TSA PRIOR TO THE PETITION DATE AND SOLD BY THE DEBTORS OR THE CHAINWIDE LIQUIDATION DURING THE CHAPTER 11 BANKRUPTCY CASES (the "Prepetition PBS Goods")
 - a. The Debtors and Debtors in Possession (collectively, "TSA"), Term Loan Agent and the Vendors specifically identified by name at Schedule A (collectively, the "Parties") agree to settle claims relating to the competing claims to the proceeds of the Prepetition PBS Goods by the Vendors under the prepetition pay-by-scan agreements (the "PBS Agreements") and the Term Loan Agent pursuant to the Uniform Commercial Code and other applicable laws as provided in this settlement agreement and subject to approval of the Bankruptcy Court (the "Settlement Agreement").
 - b. Going forward and notwithstanding anything contained in the PBS Agreements to the contrary or other purported rights held by the Vendors, TSA may sell the Prepetition PBS Goods to consumers through the chainwide liquidations managed by the Hilco led joint venture (the "JV"). The amounts realized by TSA upon the sale of the Prepetition PBS Goods through such sales, combined with postpetition proceeds previously collected by TSA through the sales of Prepetition PBS Goods are referred to herein as the "PBS Proceeds."
 - c. The settling vendors and the Debtors will stipulate and agree for purposes of this Settlement Agreement that the entirety of the Prepetition PBS Goods and PBS Proceeds are collateral of the Term Loan Agent and is subject to the prepetition liens of the Term Loan Agent and that any distribution to the settling Vendors of the PBS Proceeds pursuant to the Settlement Agreement (the "Vendor Carveout") is a carveout from the Term Loan Agent's collateral. In the event that the Settlement Agreement is not approved by the Bankruptcy Court or is terminated in accordance with its terms, then such stipulation shall be of no force or effect and the rights of the parties shall revert to the *status quo ante*, with all rights reserved.
 - d. Vendor will be paid by TSA (or may continue to retain) only the Vendor Carveout portion of the PBS Proceeds calculated as a percentage (as set forth on Schedule A) of the vendor's entitlement under the applicable PBS Agreements (the "Vendor Allocation"); *provided, however*, that:
 - i. For Prepetition PBS Goods sold with a cost guarantee, the Vendor Allocation is (1) to the extent such Prepetition PBS Goods are sold for an amount equal to or greater than the guaranteed amount specified in such Vendor's PBS Agreement, the amount such

Vendor would ordinarily receive under its applicable PBS Agreement or (2) to the extent such Prepetition PBS Goods are sold for an amount less than the guaranteed amount, the actual retail proceeds realized upon the sale of such Prepetition PBS Goods.

- ii. The Vendor Allocation will be calculated based upon “gross rings” at the register without any deduction of any commission due to the JV.
- e. From the date hereof until entry of a final nonappealable order approving the Settlement Agreement (the “Settlement Order”), all Vendor Allocation amounts (a) presently held by TSA relating to prior sales of Prepetition PBS Goods and (b) collected by TSA from future sales of Prepetition PBS Goods, will be transferred to an escrow (the “PBS Escrow”). Funds in the PBS Escrow will be tracked on a vendor-by-vendor basis.
- f. From and after the effective date of the Settlement Order, TSA will remit to the Term Loan Agent, on behalf of the Vendor, (a) the funds in the PBS Escrow, plus (b) the entire amount of the Vendor Allocation resulting from the sale of Prepetition PBS Goods, unless and until the Settling Vendor is receiving less than the agreed upon Vendor Allocation percentage from the sales of Prepetition PBS Goods. Thereafter, Vendor shall receive the Vendor Carveout based upon any further sales of Prepetition PBS Goods.
- g. TSA, Term Loan Agent and the Vendor will perform a final reconciliation of the PBS Proceeds upon the conclusion of the JV-led liquidation sales. To the extent the amount paid to a Vendor exceeds the Vendor Carveout amount (such excess being, the “Vendor Return Amount”), TSA will invoice the Vendor for any Vendor Return Amount. Vendor agrees it will pay the Term Loan Agent the invoiced Vendor Return Amount within 20 calendar days of invoicing. To the extent the amount paid to a Vendor is less than the Vendor Carveout amount for such Vendor (such shortfall, the “TLA Return Amount”), the Term Loan Agent will pay to the Vendor the TLA Return Amount within 20 calendar days after the completion of the final reconciliation for that Vendor.
- h. Vendor shall waive and release, on an interim basis, any discount restrictions on the sale of the Prepetition PBS Goods in the hands of the Debtors as of June 27, 2016 through July 8, 2016. Upon Court approval of this Settlement Agreement, this waiver and release shall become permanent. If this Settlement Agreement is not approved by the Court by July 8, 2016, this waiver and release shall be rescinded, have no further force or effect, and all discounting restrictions under the PBS Agreement shall be reinstated. The Debtors and the Term Loan Agent agree to direct the JV to apply similar discounting cadence to Prepetition PBS Goods as applied to other similar goods at the Debtors’ liquidation sales so as to maximize value of the Prepetition PBS Goods during the liquidation sale, unless discounting restrictions are reinstated in accordance with the preceding sentence.

- i. Nothing in the Settlement Agreement constitutes an assumption or rejection of any executory contract among Vendor and TSA, and all parties' rights are reserved with respect to whether the PBS Agreement constitutes an executory contract. Vendor agrees that it will not move to compel TSA to assume or reject its PBS Agreement. Vendor acknowledges and agrees that any and all its damages resulting from the rejection of its PBS Agreement and claims relating to TSA's prepetition sales of its Prepetition PBS Goods will be treated as general unsecured claims (this does not apply to claims for postpetition sale of Prepetition PBS Goods). Vendor agrees to limit any claims against TSA or the Term Loan Agent relating to the postpetition sale of Prepetition PBS Goods to the payment of the Vendor Carveout. For the avoidance of doubt, any other claims held by a Vendor relating to the Prepetition PBS Goods, including claims for postpetition shrinkage of Prepetition PBS Goods, shall be subordinate and junior to any claims held by the Term Loan Agent against TSA.
- j. Each Vendor shall receive (a) any daily, weekly and other reports of sales of the Prepetition PBS Goods actually delivered by the JV to TSA, and (b) weekly sales reports, monthly statements and otherwise continue to have access to any online database of the Debtors and their agents, and have reasonable access to TSA's personnel (including their professionals) to monitor the future sales of Prepetition PBS Goods. TSA agrees to provide similar information relating to the Prepetition PBS Goods to the Term Loan Agent. The failure of TSA to provide the required information shall not result in the termination of this settlement; the remedy available to the Term Loan Agent or the Vendor shall be limited to compelling TSA's performance before the Court.

2. GOODS TRANSFERRED FROM INITIAL GOB LOCATIONS TO WAREHOUSING FACILITIES

- a. On or before July 8, 2016, the Debtors or the TLA shall have transferred all such goods to the JV-managed stores for retail sale or permit the Vendor to pick up such goods.
- b. If sold at liquidation sales, such relocated warehoused goods will be treated as Prepetition PBS Goods as provided herein.
- c. If TSA requests pick up of the goods, the Vendor may choose, but is not required to, pick up such goods and any cost for such pickup will be allocated as per the PBS Agreement. If the Vendor does not pick up the goods on or before the pickup date identified by the Debtors, such goods may be destroyed by the Debtors. No count to be performed at cost of TSA. The Vendor, in accordance with the Vendor Agreement, may assert a claim for recovery of any shrinkage determined as part of the reconciliation process. Any such claim shall be timely asserted if filed within 30 days of the final reconciliation having been provided to the Vendor. Such claim shall be treated in accordance with paragraph 1(i).

3. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT

- a. All settling Vendors consent to the interim discounting cadence recommended by the JV pending Bankruptcy Court approval of settlement as set forth in 1(h) above.
- b. The terms of settlement reflected in this Settlement Agreement shall be approved by those Vendors identified on Schedule A (other than "All other settling vendors").
- c. Bankruptcy Court approval on or before July 8, 2016. If there is no Settlement Order entered on or before July 8, 2016, the Settlement Agreement shall be of no force and effect and any accrued and unpaid amounts in the PBS Escrow must be released to the Vendor pursuant to the terms of the applicable Vendor Agreement.

4. RELEASE.

- a. The Parties, including the Debtors on behalf of their estates, shall waive and forever release any and all claims against each other that each may have with respect to the Prepetition PBS Goods and the Vendor Allocation, except for (a) the enforcement of the Settlement Agreement, (b) any of the Vendor's prepetition claims against the Debtors' estates, and (c) any claims held by the Term Loan Agent against the Debtors. For the avoidance of doubt, this release shall include (a) any and all chapter 5 causes of action of the Debtors' estates, (b) all claims set forth in (i) each complaint, counterclaim, and/or cross claim in adversary proceedings pending before the bankruptcy court relating to the Consigned Goods (the "Adversary Proceedings"), and (ii) the appeals pending before the District Court and reflected at Case Nos. 16-00388 (SLR), 16-00244 (SLR), 16-00342 (SLR), and 16-00343(SLR) (collectively, the "Appeals"), which in each case shall each be dismissed with prejudice with respect to a settling Vendor upon entry of a final, non-appealable Settlement Order, with no admission of liability by any party and with each party to bear its own costs and expenses.

5. OTHER TERMS

- a. The terms of the Settlement Agreement shall apply to the proceeds of all Prepetition PBS Goods sold on or after the Petition Date. Nothing herein shall affect any postpetition proceeds received by any Vendor which are unrelated to the Prepetition PBS Goods.
- b. Subject to a final, nonappealable Settlement Order, any and all termination notices with respect to the PBS Agreements will be deemed withdrawn for purposes of the Settlement Agreement. Any order of the Bankruptcy Court with respect to assumption, rejection or other treatment of the PBS Agreement will include all of the terms set forth herein.
- c. TSA and the Term Loan Agent will seek Bankruptcy Court approval of the Settlement Agreement as promptly as possible but no later than June 30, 2016.

- d. From and after the date hereof, and pending entry of the Settlement Order, the Parties agree to stay all litigation in the Adversary Proceedings and the Appeals (with respect to the Vendors) as to any settling Vendor, except as may be necessary to facilitate entry into the Settlement Agreement. The Parties agree to cooperate to extend any upcoming deadlines in the Adversary Proceedings and the Appeals (with respect to the settling Vendors).
- e. Subject to entry of the final Settlement Order, the Settlement Agreement shall govern the treatment of Vendor's Prepetition PBS Goods and the applicable allocation to Vendor of the proceeds therefrom as set forth in the Settlement Agreement with respect to all postpetition sales by TSA, to the extent, without limitation, that the Bankruptcy Court's interim and/or final orders and/or future orders granting TSA's motion regarding closing store procedures, any future order(s) granting the Debtors' motion for authority to sell all or substantially all assets (including any sales pursuant to section 363), interim and/or final orders approving DIP financing, or any other interim and/or final orders conflict with the terms of the Settlement Agreement with respect to the treatment of Vendor's Prepetition PBS Goods and the applicable allocation to Vendor of the proceeds therefrom as set forth in the Settlement Agreement, the terms of the Settlement Agreement shall govern.
- f. The Bankruptcy Court shall retain jurisdiction with respect to the Settlement Agreement, including consummation and enforcement thereof.
- g. **Rider A** and **Rider B** appended hereto (collectively, the "**Riders**") are incorporated by reference in this Settlement Agreement and shall have full force and effect in this Settlement Agreement. To the extent there is a conflict between the Riders, on the one hand, and the Settlement Agreement, on the other hand, the Riders shall control. For the avoidance of doubt, TSA's obligations under the Settlement Agreement are set forth in their entirety on **Rider A**.

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VENDOR:

SEE SCHEDULE B FOR VENDOR SIGNATURES

**WILMINGTON SAVINGS FUND SOCIETY, FSB,
AS TERM LOAN AGENT**

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DEBTORS AND DEBTORS IN POSSESSION

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SCHEDULE A

	Vendor	Percentage of Vendor Allocation Due Vendor
1.	ASICS America Corporation	As set forth in <u>Rider B</u> attached hereto
2.	Agron Inc.	49%
3.	Castlewood Apparel Corp.	45%
4.	Implus Footcare LLC	40%
5.	Easton Baseball/Softball Inc.	40%
6.	Shock Doctor Inc.	40%
7.	Shock Doctor Inc. DBA Nathan Sports Brands	40%
8.	Pinnacle Sports Equipment	40%
9.	Mission Product Holdings Inc.	40%
10.	Rip Curl	40%
11.	Warnaco Swimwear Products	40%
12.	GI Sportz Inc.	40%
13.	Thorlo Inc.	40%
14.	J.J.'s Mae Inc.	40%
15.	T Shirt International	25%
16.	Altus Brands LLC	25%
17.	Wigwam Mills, Inc.	25%
18.	US Divers/Aqualung	25%
19.	Dynamic Brands	25%
20.	EMC Sports, Inc.	25%
21.	Casio America	25%
22.	G-III Leather Fashions, Inc.	25%
23.	ILNA, Inc.	25%
24.	Ogio International	25%
25.	XS Commerce LLC	25%
26.	Ascent Solar Technologies	25%
27.	Filmar USA, Inc.	25%
28.	Bravo Sports	25%
29.	Clearview Systems, Inc. dba Rip	25%
30.	Sportline, Inc. (E&B Giftware, LLC)	25%
31.	Umarex USA, Inc.	25%
32.	H2Golf	25%
33.	SGS Sports Inc.	25%
34.	Goal Zero LLC	25%
35.	FGX International Inc.	25%
36.	Pro Performance Sports LLC, dba SKLZ	25%
37.	Bite Tech Inc.	25%
38.	W. Sternoff LLC d/b/a BodyGlide	25%

	Vendor	Percentage of Vendor Allocation Due Vendor
39.	Professional Golfball Services, Ltd. PG Professional Golf	25%
40.	Sport Write, Inc.	25%
41.	Icy-Hot Hydration	25%
42.	Lifeline First Aid LLC	25%
43.	Caravan Canopy Int'l	25%
44.	Boyt Harness	25%
45.	O2Cool, LLC	25%
46.	Mitac Digital Corp.	25%
47.	Midland Radio Corporation	25%
48.	Colosseum Athletics Corp.	25%
49.	Style Eyes	25%
50.	First Texas Product, LLC	25%
51.	Golden Viking Sports LLC	25%
52.	Golden Viking Sports LLC (PVBD)	25%
53.	Hi-Tec Sports USA, Inc.	25%
54.	Soft Air	25%
55.	Do-All Outdoors	25%
56.	Harrow Sports	25%
57.	Maxx Sunglasses	25%
58.	Nikwax North America	25%
59.	Optima Life Japan	25%
60.	Stack-On Products Co.	25%
61.	Tabata USA	25%
62.	Manzella Productions/Totes Isotoner	25%
63.	Wilson Sporting Goods	25%
64.	Baden Sports	25%
65.	TYR Sport	25%
66.	Bracketron Inc.	25%
67.	Tesh Sports	25%
68.	Zephyr Graf-X	25%
69.	Spot LLC	25%
70.	Power Balance	25%
71.	WildCat Retro Brand, LLC d/b/a Original Retro Brand	25%
72.	Vapur, Inc.	25%
73.	Jade Swimwear, Inc.	25%
74.	Eyeking, LLC	25%
75.	Spirit Leatherworks LLC	25%
	All other settling vendors that opt in before July 7, 2016 hearing on Settlement Agreement	25%

RIDER A

to

SETTLEMENT AGREEMENT REGARDING PAY-BY-SCAN VENDORS

DATED AS OF 6/30/16

SUBJECT TO APPROVAL OF THE BANKRUPTCY COURT

TSA's Obligations

1. Distribution of Vendor Allocation amounts among the Vendors and the Term Loan Agent will be managed by through the PBS Escrow managed by the Term Loan Agent. TSA and the Term Loan Agent will determine an appropriate means of implementation, but TSA shall have no liability for any actions or omissions of the Term Loan Agent hereunder. TSA will remit all Vendor Allocation amounts to the PBS Escrow that will become due, in accordance with the payment schedule for each respective Vendors pursuant to the respective PBS Agreement, on and after July 3, 2016.
2. Sold inventory quantities of Prepetition PBS Goods will be determined based on "gross rings."
3. To the extent provided to any Vendor prior to the date hereof, TSA will continue to provide copies of monthly vendor reports, consolidated weekly sales reports containing data by vendor regarding quantities sold and sale proceeds (but no inventory counts), copies of the Liquidating Agent's reports upon request, and such other reports as the Vendors and TSA may reasonably agree to. The Term Loan Agent will be provided copies of all reports provided to the Vendors.
4. TSA's personnel will be reasonably available to Vendors and the Term Loan Agent regarding questions about sales reports and PBS Proceeds; provided, however, that if TSA's relevant personnel cease to be employed by TSA, the Vendors and the Term Loan Agent will share the cost of hiring appropriate temporary staff so that TSA can continue to provide the requested reports to the Vendors and the Term Loan Agent. The Debtors will cooperate with the Vendors and the Term Loan Agent in providing timely information regarding the status of such personnel matters so that the Vendors and Term Loan Agent can plan accordingly.
5. Vendors will continue to have online access to the respective Vendor's information until four (4) weeks after the end of all GOB/liquidation sales. The online data is scheduled for system shutdown on September 30, 2016. The Term Loan Agent shall be granted access to all Vendors' information. This information shall be downloadable by the Vendors and the Term Loan Agent before the system shutdown.
6. The Term Loan Agent and Vendors shall coordinate a reconciliation of the Vendor Carveout compared to payments already remitted to Vendors following the Petition Date

on account of Prepetition PBS Goods sold during the post-petition period. TSA will provide sales data for postpetition sales and amounts already remitted to the Vendors. TSA is not required to perform any reconciliation, true-ups, invoicing, or remittance to Vendors. The Term Loan Agent shall direct the remittance of Vendor Carveout to Vendors, invoice Vendors, and/or collect overpayments from Vendors in accordance with the Settlement Agreement.

7. No physical counts of Prepetition PBS Goods will be conducted by TSA.
8. TSA will not be running any reconciliation reports. Only the reports specified in Paragraph 3 above will be provided to the Term Loan Agent and the Vendors.
9. With respect to Vendors with discount restrictions and Prepetition PBS Goods still located and sold in TSA's operating stores, TSA will lift the discount restrictions and allow the Liquidating Agent to sell such Prepetition PBS Goods at the Liquidating Agent's discretionary discount cadence, and each such Vendor is deemed to consent to the lifting of the applicable discount restrictions. Notwithstanding anything contained in section 1(h) of the Settlement Agreement to the contrary, the discount restrictions shall not be reinstated.
10. With respect to Vendors whose Prepetition PBS Goods were relocated from TSA's operating stores or distribution centers to TSA's corporate headquarters, each such Vendor will be permitted to pick up such Prepetition PBS Goods from TSA's corporate headquarters at such Vendor's expense.
11. Additionally, TSA agrees to be bound by the following provisions in the Settlement Agreement: Sections 1(a)-(c), 1(i), 2(b)-(c), 3(a)-(b), 4(a), and 5(a)-(g).

RIDER B

to

SETTLEMENT AGREEMENT REGARDING PAY-BY-SCAN VENDORS

DATED AS OF 6/30/16

With respect to ASICS America Corporation, the Vendor Carveout shall be calculated as follows:

- a. ASICS shall retain the PBS Proceeds it has already received from the postpetition sales of ASICS's Prepetition PBS Goods (i.e., \$3,860,966),
- b. ASICS shall be paid 15% of the accrued but unpaid PBS Proceeds with respect to sales of ASICS's Prepetition PBS Goods between June 1-20, 2016 (i.e., approximately \$160,710.31). The Term Loan Agent shall receive the remaining PBS Proceeds for this period (approximately \$910,691.78).
- c. The Term Loan Agent shall receive the first \$2,900,000 of the PBS Proceeds from the sales of ASICS's Prepetition PBS Goods remaining in the possession of the Debtors as of June 21, 2016 (the "Future Sales").
- d. Upon the Term Loan Agent's receipt of the \$2,900,000 identified in subsection "(c)" above, the Term Loan Agent and ASICS shall share 50/50 of any remaining PBS Proceeds with respect to Future Sales.

VENDOR SIGNATURES**ASICS AMERICA CORPORATION**

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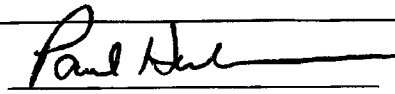
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SETTLEMENT AGREEMENT REGARDING PAY-BY-SCAN VENDORS

DATED AS OF 6/30/16

The undersigned Vendor accepts and agrees to the terms of the Settlement Agreement Regarding Pay-By-Scan Vendors dated as of 6/30/16 (the "Settlement Agreement") and has caused this Settlement Agreement to be duly executed as of the date set forth below.

BRACKETRON, INC.

By: 

Name: MARK A. MANDEL

Title: EXECUTIVE VICE PRESIDENT

Address: 5624 LINCOLN DR.

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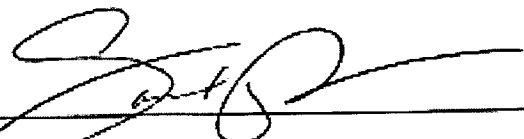
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SETTLEMENT AGREEMENT REGARDING PAY-BY-SCAN VENDORS

DATED AS OF 6/30/16

The undersigned Vendor accepts and agrees to the terms of the Settlement Agreement Regarding Pay-By-Scan Vendors dated as of 6/30/16 (the "Settlement Agreement") and has caused this Settlement Agreement to be duly executed as of the date set forth below.

TESH SPORTS


By: 
Name: Samuel Taylor
Title: CEO
Address: 519 17th St
Oakland, CA 94612
Date: 7/6/2016

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DATED AS OF 6/30/16

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ZEPHYR GRAF-X

By: 
Name: James R. Seibach
Title: CFO
Address: 5443 Earhart Rd
Lowell, CO 80538
Date: 7-6-16

*Signature Page to
Settlement Agreement Regarding Pay-By-Scan Vendors
Dated as of 6/30/16*

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SPOT LLC

By: David Millo

Name: DAVID MILLO

Title: DIRECTOR - CONTRACTS

Address: 300 HOLIDAY SQUARE BLVD.

COVINGTON, LA 70433

Date: 6-JUL-2016

POWER BALANCE, INC.

/s/ Hamid R. Rafatjoo

Hamid R. Rafatjoo, Esq.

hrrafatjoo@venable.com

Nicholas A. Koffroth, Esq.

nakoffroth@venable.com

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2049 Century Park East, Suite 2100

Los Angeles, CA 90067

Telephone: (310) 229-9900

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Jamie L. Edmonson (SBN 4247)

jledmonson@venable.com

VENABLE LLP

1201 North Market Street, Suite 1400

Wilmington, DE 19801

Telephone: (302) 298-3535

Facsimile: (302) 298-3550

JADE SWIMWEAR, LP

/s/ Dimitri L. Karapelou

Dimitri L. Karapelou

LAW OFFICES OF DIMITRI L.

KARAPELOU, LLC

2 Penn Center

1500 JFK Boulevard, Suite 920

Philadelphia, PA 19102

Email: dkarapelou@karapeloulaw.com

SETTLEMENT AGREEMENT REGARDING PAY-BY-SCAN VENDORS

DATED AS OF 6/30/16

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VAPUR, INC.

By: 

Name: David J. Czerwinski

Title: Chairman

Address: 351 Candelaria Road

Oxnard, CA 93030

Date: July 7, 2016

*Signature Page to
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Dated as of 6/30/16*

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EYEKING, LLC

By: TO FOLLOW

Name:

Title:

Address:

Date:

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*Signature Page to
Settlement Agreement Regarding Pay-By-Scan Vendors
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**WILDCAT RETRO BRANDS, LLC
D/B/A ORIGINAL RETRO BRAND**

By: TO FOLLOW

Name:

Title:

Address:

Date:

62506321 v1-WorkSiteUS-033050/0001

*Signature Page to
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DATED AS OF 6/30/16

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SPIRIT LEATHERWORKS LLC

By: TO FOLLOW

Name:

Title:

Address:

Date:

62506322 v1-WorkSiteUS-033050/0001

*Signature Page to
Settlement Agreement Regarding Pay-By-Scan Vendors
Dated as of 6/30/16*