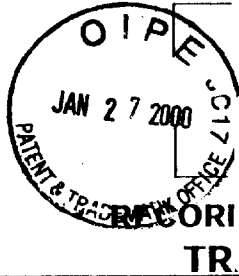


02-28-2000



101277248

01-27-2000

IEET

U.S. Patent & TMO/TM Mail Rpt Dt. #31

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bass Pro Trademarks, L.L.C.

12 30 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization MO

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Retail Finance Inc.

DBA/AK/TA _____

Composed of _____

Address (line 1) 40 Broad Street

Address (line 2) _____

Address (line 3) Boston

MA

02109

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization DE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

02/25/2000 DNGUYEN 00000177 74357092

01 FC:481
02 FC:482

40.00 OP
1925.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002022 FRAME: 0196

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

27 January 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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2,193,041	2,193,039	2,081,740
2,191,778	2,071,417	1,060,153
1,172,423	1,185,872	1,987,646
1,095,342	1,693,238	1,942,145
400,396	689,146	1,999,224
1,150,453	2,262,332	1,798,847
1,022,739	2,120,188	1,064,003

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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Name

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City State/Country Zip Code

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Trademark Application Number(s)

Registration Number(s)

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1,797,962	2,112,604	547,031
1,742,353	2,073,535	2,003,159
2,100,712	2,030,655	2,169,129
1,900,244	1,889,987	1,264,854
1,255,885	1,264,756	2,207,956
1,258,330	157,633	2,025,204
1,032,403	993,475	1,949,938

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 09/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

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Trademark Application Number(s)

Registration Number(s)

2,138,738	1,100,266	1,089,009
370,063	2,002,894	713,113
1,481,715	2,000,325	1,976,153
1,094,417	1,215,006	1,214,210
1,104,854	2,235,524	2,156,778
2,196,679	2,256,912	1,052,558
1,052,961		

EXHIBIT A-1

Page 1 of 10

BASS PRO TRADEMARKS, L.L.C. Trademarks and Service Marks Registered or in the Process of Registration

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
AMERICAN ROD & GUN	1,660,447	Wholesale Services for outdoor goods	Issued, Sec. 8 & 15 affidavit filed
AMERICAN ROD & GUN (Japan)	4,089,778	Wholesale services for outdoor goods	Issued
AMERICAN NATIONAL FISH & WILDLIFE MUSEUM	74357,092	Museum	Rejected, descriptiveness
BANTAM	None	Boats	Informal License from Shimano
BASS MADNESS	2,274,619	Educational Seminars	Issued
BASS PRO	2,192,947	Fishing tackle	Issued
BASS PRO (Taiwan)	14149	Tackle & Catalogs	Issued & renewed
BASS PRO SHOPS OUTDOOR WORLD	1,950,067	Retail sporting goods store services	Issued
BASS PRO SHOPS OUTDOOR WORLD & Design	1,952,297	Retail sporting goods store services	Issued
BASS PRO SHOPS OUTDOOR WORLD &	75/093,527	On-Line computer services (Internet)	Filed & pending

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
Design BASS PRO SHOPS OUTDOOR WORLD & Design	2,093,520	Magazines	Issued
BASS PRO SHOPS OUTDOOR WORLD & Design	2,207,865	Entertainment services (radio)	Issued
BASS PRO SHOPS OUTDOOR WORLD	2,192,974	Entertainment services (radio)	Issued
BASS PRO SHOPS	S 5378 (MO)	Services and sales in fishing supplies	Issued & renewed
BASS PRO SHOPS	1,116,517	Services and sales in fishing supplies	Issued & renewed
BASS PRO SHOPS & Design	2,193,041	Fishing tackle	Issued
BASS PRO SHOPS & Design	2,193,039	Retail store services	Issued
BASS PRO SHOPS & Design	2,081,740	Clothing	Issued
BASS PRO SHOPS & Design	2,191,778	Mail order catalogs	Issued
BASS PRO SHOPS logo (Australia)	B502586	Sporting goods & tackle	Issued

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
BASS PRO SHOPS (Brazil) (2)	817914170 & 817914188	Sporting goods & tackle	Issued & renewed
BASS PRO SHOPS (Canada)	296,168	Tackle & catalogs	Issued
BASS PRO SHOPS & Design (European Community)	8384Q.	Sporting goods/ fishing tackle/clothing/catalogs	Filed & pending
BASS PRO SHOPS (Japan)	1,500,964 & 1,871,464 & 2,005,988	Sporting goods, tackle & catalogs	Issued & renewed
BASS PRO SHOPS (New Zealand)	190,024	Sporting goods	Issued & renewal pending
BASS PRO SHOPS & Design (New Zealand)	190,023	Sporting goods	Issued & renewal pending
BASS PRO SHOPS (Spain)	1030658	Tackle & catalogs	Rejected, too similar to 1019111 BASS
BASS PRO SHOPS SPORTSMAN'S WAREHOUSE & Design	2,071,417	Retail sales of clothing & sporting goods	Issued
BASS UNLIMITED	1,060,153	Foundation	Issued, not renewed
BHV	1,172,423	Tackle & lures	Issued

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
BONE-DRY	1,185,872	Hunting boots & apparel	Issued, assignment from American Recreation Products, Inc.
BRUTE	810,756	Fishing line	Licensed from Heddon
CAPTAIN'S CHOICE	1,987,646	Fishing tackle	Issued
CARBONIC GREEN	1,095,342	Fishing rods	Issued and not renewed
CATERPILLAR	_____	Lures	Informal License from Fermín
CONSERVATIONIST	1,693,238	Fishing rods	Issued, Sec. 8 & 15 affidavit filed
DEVIL'S POOL RESTAURANT & Design	1,942,145	Restaurant services	Issued
DRYBAK (stylized letters)	400,396	Clothing	Issued & renewed, assignment from American Recreation Products, Inc.
DRYBAK & seal design	689,146	Clothing	Issued & renewed, assignment from American Recreation Products, Inc.
EXCEL	1,999,224	Fishing line	Issued
EXCITER	75/410,436	Fishing tackle	Filed & pending
FIBERWARM	1,150,453	Clothing	Issued & renewed,

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
			assignment from American Recreation Products, Inc.
GOLD CUP	2,262,332	Fishing tackle	Filed & pending
HALL OF GAME	1,708,847	Retail store services in filed of hunting & fishing equipment	Issued, Sec 8 & 15 affidavit filed
HEMINGWAY'S & Design	S 9279 (Mo.)	Restaurant	Issued, not renewed
HEMINGWAY'S	1,220,452	Restaurant services	Issued, assigned to Jack Hemingway in 1990
HEMINGWAY'S BLUE WATER CAFÉ	S9599 (Mo.)	Restaurant services	Issued & renewed
HOG HANDLER	1,022,739	Fishing Reel Handles Store Services	Issued & renewed
KING OF BUCKS	2,120,188	Museum services	Issued
MEAN GREEN STICK	1,064,003	Fishing rods	Issued and not renewed
MEGA CAST	1,797,962	Casting reels	Issued, Sec 8 & 15 affidavit pending
NATURE'S COURSE	2,112,604	Golf course services/golf pro shop services	Issued
OFFSHORE ADVENTURE	547,031	Clothing	Request refused

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
OFFSHORE ANGLER & Design	1,742,353	Fishing tackle	Issued, Sec 8 & 15 affidavit filed
OFFSHORE ANGLER & Design	2,073,535	Catalog services	Issued
OFFSHORE ANGLER & Design (European Community)	84129	Sporting goods/fishing/tackle catalogs	Filed & pending
OFFSHORE ANGLER & Design (Korea)	258,806, 21,845 & 259,907	Tackle	Issued
OFFSHORE ANGLER (Taiwan)	14149	Tackle	Issued
OFFSHORE ANGLER & Design (Japan)	4,089,779	Fishing tackle	Issued
OFFSHORE ANGLER & Design (Japan)	4,112,224	Catalogs	Issued
OUTDOOR INN	2,003,159	RVs	Issued
OUTDOOR REWARDS	_____	Buyer Incentive Program	Pending
OUTDOOR WORLD	2,100,712	Retail sporting goods store services	Issued
OUTDOOR WORLD	2,030,655	Entertainment services (TV shows)	Issued

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
OUTDOOR WORLD	75/556,798	Hotel services	Filed & pending
OUTDOOR WORLD	S 9009 (Mo.)	Fishing, hunting, etc. services	Issued & renewed
OUTDOOR WORLD (European Community)	83808	Sporting goods/fishing tackle/clothing/catalogs	Filed & pending
OUTDOOR WORLD ROD & REEL REPAIR	2,169,129	Sporting goods repair services	Issued
OUTDOOR WORLD TRAVEL	S 10470 (Mo.)	Travel services	Issued & renewed
PRESENTATION	_____	Fly fishing line	License from Thomas & Thomas
PRO CHALLENGE CASTING CHAMPIONSHIP	1,900,244	Entertainment services; fishing & casting contests	Issued
PRO QUALIFIER	1,889,987	Rods	Issued
PUFFER BELLY	1,264,854	Cooker	Issued
RED HEAD Bird Design	1,255,885	Firearms/leather goods/clothing sporting goods/baggage	Issued, Sec. 8& 15 affidavit filed
RED HEAD	1,264,756	Firearms/leather goods/clothing sporting goods/baggage	Issued, Sec. 8& 15 affidavit filed
RED HEAD	2,207,956	Mail order catalogs	Issued

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
RED HEAD & Duck	1,258,330	Firearms/leather goods/clothing sporting goods/baggage	Issued, Sec. 8& 15 affidavit filed
RED HEAD Stylized Letters	157,633	Clothing	Issued & renewed
REMEMBER, WE ALL LIVE DOWNSTREAM	2,025,204	Conservation Services	Issued
RINKY DINK	1,032,403	Lure	Issued but not renewed
RIPPLE RAT	993,475	Lure	Issued
ROYAL EXPRESS	1,949,938	Lures & tackle	Issued
SALTWATER PRO SHOPS	2,138,738	Hunting gloves	Issued
SIDEWINDER	None	Lures	Informal License from Acme 1983
SNATCH BOX	1,100,266	Tackle	Issued, not renewed
SNATCH BOX	None	Lure tray	Common law rights purchased from Weed Master
SNATRIX	1,089,009	Lures	Informal License from Norman
SPORTSMAN'S OUTLET	75/006,274	Mail order catalog	Rejected

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
SQUALTEX	3709,063 3709,063	Clothing	Issued & renewed Assignment from American Recreation Products, Inc.
SQUIRMIN' WORM	2,002,894	Fishing lures	Issued
STUMP JUMPER	713,113	Lures	Informal Assignment form Best Tackle
TENDERHEAD	1,481,715	Lures	Issued
THE GREAT OUTDOORS ... PASS IT ON	2,000,325	Conservation	Issued
THE TORNADO	1,976,153	Fishing tackle	Issued
TIGHT LINES	1,094,417	Newsletter	Issued & renewed
TOURNAMENT SERIES	1,215,006	Fishing tackle	Issued, Sec. 8 & 15 affidavit filed
TOURNEY SPECIAL	1,214,210	Fishing rods	Issued
UNCLE BUCK'S	1,104,854	Tackle & lures	Issued & renewed
WALLEYE ANGLER	2,235,524	Mail order catalogs	Issued
WONDERS OF THE OUTDOOR WORLD	2,156,778	Educational programs & seminars on outdoor recreation and conservation	Issued
W.O.W. WONDERS OF THE	2,196,679	Educational programs	Issued

<u>Mark</u>	<u>Serial/Reg No.</u>	<u>Goods</u>	<u>Status</u>
OUTDOOR WORLD& Design		& seminars on outdoor recreation and conservation	
WORLD'S FISHING FAIR	2,256,912	Text & art work	Issued
WORLD WIDE SPORTSMAN	75/692,749	Retail store & Travel Services	Filed & pending
WORLD WIDE SPORTSMAN (Japan)	13601/98	Mail order catalogs/ fishing tackle	Filed & pending
WORM 'N BOX	1,052,558	Tackle boxes	Issued
WORM 'N BOX	1,052,961	Tackle	Issued but not renewed
ZANE GREY		Clothing/restaurant	License from Zane Grey

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

Fleet Retail Finance Inc.
AGENT

December 30, 1999

THIS AGREEMENT is made between

Fleet Retail Finance Inc. (in such capacity, the "**Agent**"), a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as agent for a syndicate of revolving credit lenders (the "**Revolving Credit Lenders**")
and

Bass Pro Trademarks, L.L.C. (hereinafter, the "**BPT**"), a Missouri limited liability company with its principal executive offices at 2500 E. Kearney, Springfield, Missouri 65898

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** The Agent, Bank of America N.A., as Documentation Agent, Robertson Stephens, Inc. as Syndication Agent, and the Revolving Credit Lenders and Bass Pro, Inc., a Delaware corporation as Lead Borrower, and BPT, and Sportsman's Specialty Group, Inc.; and World Wide Sportsman, Inc.; and Bass Pro Outdoor World, L.L.C.; and Bass Pro Outdoors Online, L.L.C.; and BPS Catalog GP, Inc.; and BPS Catalog, L.P., and Sportsman's Distribution Company; and Fin & Feather Sport Sales of Dallas, Inc. (hereinafter, together with the Lead Borrower, collectively, the "**Borrowers**"), and Big Cedar L.L.C., as Missouri limited liability company, have entered into a certain Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit facility has been established in favor of the Borrowers. The Borrowers' Liabilities are to be secured by, among other things, all of the Borrowers' assets, including all of BPT's Marks (defined herein). (Terms used herein which are defined in the Loan Agreement are used as so defined).

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, BPT hereby creates a security interest in favor of the Agent (for the ratable benefit of the Agent and the Revolving Credit

Lenders), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**"):

(a) All of BPT's now owned or existing or hereafter acquired or arising trademarks, trademark applications arising under 15 U.S.C.A., Section 1051(a) or arising under 15 U.S.C.A., Section 1051(b) and for which a verified statement of use has been filed, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Guarantor's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF MARKS BY GUARANTOR:** BPT shall undertake the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "**Marks**"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At BPT's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts other than for obsolete Marks.

(c) At BPT's sole cost, expense, and risk, take any and all action which Guarantor deems desirable to protect the Marks, including, without limitation, but subject to Guarantor's discretion, the prosecution and defense of infringement actions.

4. **GUARANTOR'S REPRESENTATIONS AND WARRANTIES:** BPT represents and warrants that:

(a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by BPT.

(b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances,

or security interests to any Person other than to the Agent.

(c) BPT shall give the Agent written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

(i) BPT's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than BPT's right to sell products containing the trademarks of others in the ordinary course of Guarantor's business).

(ii) BPT's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Guarantor's right to sell products containing the trademarks of others in the ordinary course of Guarantor's business).

(iii) BPT's entering into any new trademark license agreement or service mark license agreement.

5 **AGREEMENT APPLIES TO FUTURE MARKS:**

(a) The provisions of this Security Agreement shall automatically apply to any such additional property or rights described in 4(c), above (other than trademark applications arising under 15 U.S.C.A., Section 1051(b) and for which a verified statement of use has not been filed), all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

(b) BPT hereby authorizes the Agent to take all such action to protect the Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **GUARANTOR'S RIGHTS TO ENFORCE MARKS:** Prior the Agent's giving of notice to BPT following the occurrence and during the continuation of an Event of Default, BPT shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Guarantor to protect the Marks against encroachment by third parties, *provided, however*:

(a) BPT first provides the Agent with written notice of BPT's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by BPT on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence of any Event of Default, the Agent, by notice to BPT

may be terminate or limit BPT's rights under this Section 6.

7. **AGENT'S ACTIONS TO PROTECT MARKS:** In the event of

- (a) BPT's failure, within Five (5) days of written notice from the Agent, to cure any failure by BPT to perform any of BPT's obligations set forth in Section 3; and/or
- (b) the occurrence and continuation of any Event of Default,

the Agent, acting in its own name, on behalf of the Revolving Credit Lenders, or in that of BPT, may (but shall not be required to) act in BPT's place and stead and/or in the Agents' own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuation of any

Event of Default, the Agent, on behalf of the Revolving Credit Lenders, may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **AGENT AS ATTORNEY IN FACT:**

(a) BPT hereby irrevocably constitutes and designates the Agent as and for BPT's attorney in fact, effective following the occurrence and during the continuation of any Event of Default:

- (i) To exercise any of the rights and powers referenced in Sections 3 and 5(b).
- (ii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to BPT for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. **AGENT'S RIGHTS:**

(a) Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with BPT's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

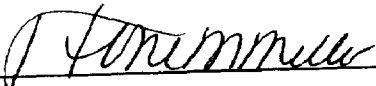
(b) None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Agent, on behalf of the Revolving Credit Lenders, shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

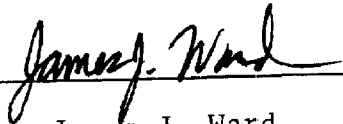
12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, BPT and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BASS PRO
TRADEMARKS, L.L.C.
("BPT")
By its Sole Member
Bass Pro, Inc.

By 
Name Toni M. Miller
Title Vice President of Finance

FLEET RETAIL FINANCE INC.
(The "Agent")

By 
Name James J. Ward
Title Director

THE OF.....
COUNTY OF, SS

Then personally appeared before me who acknowledged that such person is the
duly authorized of Bass Pro, Inc., the Sole Member of Bass Pro Trademarks, L.L.C. and that
such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this day of

, Notary Public
My Commission Expires:

THE State OF Massachusetts
COUNTY OF Suffolk.

James J. Ward

Then personally appeared before me, who acknowledged that such person is the
duly authorized Director of Fleet Retail Finance Inc. and that such person executed the foregoing
instrument on its behalf.

Witness my hand and seal this 30th day of December, 1999

[Signature]

Kevin M. Murlock, Notary Public
My Commission Expires: 5/12/06

The State of Georgia
COUNTY OF Fulton, SS

Toni M. Miller

Then personally appeared before me who acknowledged that such person is the duly authorized VP *F. Moore* of Bass Pro, Inc., the Sole Member of Bass Pro Trademarks, L.L.C. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this *22nd* day of *December, 1999*

Christopher F. Moore

Notary Public
My Commission Expires



EXHIBIT A

Guarantor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK REGISTRATION NUMBER REGISTRATION DATE

Trademark Applications

MARK SERIAL NUMBER FILING DATE

See Exhibit A-1 Attached hereto

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