



01-27-2000

U.S. Patent & TMO/TM Mail RptDt. #31



02-28-2000

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RDATION FORM COVER SHEET TRADEMARKS ONLY

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

Formerly

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

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/25/2000 DNGUYEN 00000176 1931087

01 FC:481
02 FC:482

40.00 OP
25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 002026 FRAME: 0324

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,931,087"/>	<input type="text" value="1,885,496"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") made this 25th day of December, 1999 by BASS PRO TRADEMARKS, L.P., a Missouri limited partnership ("Trademarks"), and BASS PRO, L.P., a Missouri limited partnership ("Bass Pro").

WITNESSETH:

WHEREAS, pursuant to Section 3.1 of the Reorganization Agreement, dated as of December 25, 1999 among Trademarks, Bass Pro and the other parties thereto (the "Reorganization Agreement"), Trademarks desires to transfer to Bass Pro certain Marks as defined herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of the Marks. Trademarks does hereby assign, grant, transfer, contribute and deliver to Bass Pro all of its right, title and interest in, including all goodwill associated therewith, and to the trademarks, copyrights and service marks listed on Exhibit 1 hereto, and any applications therefor (the "Marks"). All rights to the Marks and all goodwill generated thereby shall be the sole property of Bass Pro and inure to the benefit of Bass Pro.
2. Representations and Warranties of Trademarks. Trademarks represents and warrants that, as of the date of this Agreement, the following statements are true, correct and complete:
 - (a) Trademarks is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Missouri, and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the performance and observance of all terms, conditions and obligations under this Agreement have been duly authorized by all necessary actions on the part of Trademarks.
 - (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not conflict with, or be in contravention of, any of Trademarks' governing documents or any resolution of Trademarks or any instrument or contract to which Trademarks is a party.
 - (c) The authorized officer of Trademarks executing this Agreement has been authorized to execute this Agreement by all necessary actions on the part of Trademarks.
 - (d) Trademarks owns all right, title and interest in and to the Marks.

(e) Trademarks has the right to transfer the Marks to Bass Pro and has all legal power and authority necessary to transfer the Marks in accordance with the terms of this Agreement.

(f) Trademarks has no actual knowledge that the Marks infringe any valid proprietary right of any third party.

(g) Trademarks has no actual knowledge of any pending litigation, and has not received any written notice of any threatened litigation, against Trademarks relating to the Marks or this Agreement that would have a materially adverse effect on the ability of Trademarks to transfer the Marks to Bass Pro.

(h) Trademarks has not relied on any representation, warranty or covenant of Bass Pro or any of its affiliates (including, without limitation any information, including financial information or projections, provided to Trademarks by such person) in connection with Trademarks entering into this Agreement except as expressly set forth in this Agreement.

3. Representations and Warranties of Bass Pro. Bass Pro represents and warrants that as of the date of this Agreement, the following statements are true, correct and complete:

(a) Bass Pro is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Missouri, and has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the performance and observance of all terms, conditions and obligations under this Agreement have been duly authorized by all necessary actions on the part of Bass Pro.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not conflict with, or be in contravention of, any of Bass Pro's governing documents or any resolution of Bass Pro or any instrument or contract to which Bass Pro is a party.

(c) The authorized officer of Bass Pro executing this Agreement has been authorized to execute this Agreement by all necessary actions on the part of Bass Pro.

(d) Bass Pro has not relied on any representation, warranty or covenant of Trademarks or any of his affiliates (including, without limitation any information, including financial information or projections, provided to Bass Pro by such person) in connection with Bass Pro entering into this Agreement except as expressly set forth in this Agreement.

4. Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto agrees to take or cause to be taken all action, and to do or cause to be done all

things necessary or advisable to consummate and make effective the transfer, assignment and contemplated by this Agreement.


5. Successors and Assigns. The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

6. Recordings. An executed copy of this Agreement may be filed with the U.S. Copyright Office and the U.S. Patent and Trademark Office by Trademarks or Bass Pro at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date and year first above written.


BASS PRO TRADEMARKS, L.P.

By: BASSGEC Management Company,
its General Partner

By: 
Name: Toni M. Miller
Title: Vice President - Finance

BASS PRO, L.P.


By: BASSGEC Management Company,
its General Partner

By: 
Name: Toni M. Miller
Title: Vice President - Finance

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 25th day of December, 1999, before me personally appeared Toni Miller, to me personally known, who being duly sworn, did say that she is Vice-President of BASSGEC Management Company, a Missouri corporation, general partner of Bass Pro Trademarks, L.P., a Missouri limited partnership, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors in its capacity as general partner, and the said Toni Miller acknowledged said instrument to be the free act and deed of said corporation acting in said capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.



Julie Kyger, Notary Public

My commission expires:
12/15/2002

JULIE KYGER
Greene County
My Commission Expires Dec. 15, 2002
Notary Public
State of Missouri

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, the day and year first above written.



Julie Kyger, Notary Public

My commission expires:
12/15/2002

JULIE KYGER
Greene County
My Commission Expires Dec. 15, 2002
Notary Public
State of Missouri

EXHIBIT 1

	<u>Mark</u>	<u>Serial/Reg. No.</u>
1.	Big Cedar	1,931,087
2.	Big Cedar Lodge and Tree Design	11,184 (Mo.)
3.	Big Cedar Floor Plan	TX 3,261,774
4.	Buzzard Bar	1,885,496