

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gander Mountain Company

- Individual(s)
- General Partnership
- Corporation-State -MN
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 3, 2004

2. Name and address of receiving party(ies)

Name: Fleet Retail Group

Internal

Address: _____

Street Address: 40 Broad Street

City: Boston State: MA Zip: 02109

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
See Schedule A attached hereto

B. Trademark Registration No.(s) _____
See Schedule A attached hereto

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bingham McCutchen, LLP

Internal Address: Attn: Stacey Farrell

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41).....\$ 600.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Stacey Farrell

Name of Person Signing



Signature

3/10/04

Date

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$366.00 76312730

SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office</u>	
	<u>Registration No.</u>	<u>Registration Date</u>
Flying Goose Design (Old)	1335485	May 14, 1985
FOX RIVER BRAKE	1850302	August 16, 1994
GANDER GANG	2386339	September 12, 2000
GANDER MOUNTAIN	1927194	October 17, 1995
GANDER MOUNTAIN	1335489	May 14, 1985
Goose Head Design	1339735	June 4, 1985
THE VIXEN	1850301	August 16, 1994

<u>Trademark or Service Mark</u>	<u>Pending Applications -- United States Patent and Trademark Office</u>	
	<u>Serial No.</u>	<u>Filing Date</u>
FIRST ICE	76/312730	September 14, 2001
Flying Goose Design	75/897464	January 7, 2000
GANDER MOUNTAIN	75/891684	January 7, 2000
GANDER MOUNTAIN	75/897466	January 7, 2000
GUIDE SERIES		
HFC	75/897467	January 7, 2000
HUNT FISH CAMP	75/897465	January 7, 2000
TECH2O	76/316438	September 24, 2001

<u>Trademark or Service Mark</u>	<u>Registrations -- Switzerland Trademark Office</u>	
	<u>Registration No.</u>	<u>Registration Date</u>
FIRST ICE	433833	January 14, 1997

ASSUMPTION, AMENDMENT AND CONFIRMATION AGREEMENT

This ASSUMPTION, AMENDMENT AND CONFIRMATION AGREEMENT (this "Agreement") is made as of March 3, 2004, by and among GANDER MOUNTAIN COMPANY, a Minnesota corporation (the "New Borrower"), GANDER MOUNTAIN COMPANY, a Delaware corporation (the "Old Borrower"), and FLEET RETAIL GROUP INC. (f/k/a Fleet Retail Finance Inc.), as administrative agent (the "Agent") for itself and the other lending institutions (collectively with the Agent, the "Revolving Credit Lenders") party to the Loan Agreement (as defined herein).

WHEREAS, the Old Borrower and the Revolving Credit Lenders have previously entered into a Loan and Security Agreement dated as of December 19, 2001 (as amended and in effect from time to time, the "Loan Agreement");

WHEREAS, pursuant to a change in state of organization the Old Borrower has merged with and into the New Borrower;

WHEREAS, capitalized terms used and not defined in this Agreement shall have the meanings ascribed thereto in the Loan Agreement;

WHEREAS, the parties hereto wish to confirm the assumption by the New Borrower of the Liabilities of the Old Borrower under the Loan Agreement;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Assumption of Liabilities. The New Borrower hereby expressly assumes, confirms, and agrees to pay, perform, observe and maintain in full force and effect, all of the covenants, agreements, obligations, liabilities and Indebtedness constituting the Liabilities of the Old Borrower, including, without limitation, any and all Liabilities in respect of principal, interest, fees, expenses, and other amounts payable or to become payable by the Old Borrower under the Loan Agreement or the other Loan Documents. The parties hereto hereby agree that this Agreement shall be deemed to be a "Loan Document" under the Loan Agreement.

2. Joinder of New Borrower to Loan Documents. From and after the date hereof, the New Borrower is and shall be subject to and bound by, and shall be entitled to all the benefits of, the Loan Documents, and shall be a party thereto, all as if the New Borrower had been the "Borrower" to the original execution and delivery thereof; and all references in the Loan Documents to the "Borrower" shall hereafter be deemed to be references to the New Borrower.

3. Further Assurances. The New Borrower hereby agrees that it shall, at any time and from time to time, upon the request of the Agent and at the expense of the New Borrower, promptly execute and deliver any and all such further agreements, instruments,

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and documents and take such further action as the Agent may reasonably deem necessary or advisable to effect the purposes of this Agreement.

4. **Amendments to Loan Agreement.** Subject to the terms and conditions hereof, the preamble of the Loan Agreement is hereby amended to reflect that the New Borrower has succeeded the Old Borrower as a Borrower under the Loan Agreement, pursuant to this Agreement. All references in the Loan Agreement and other Loan Documents to the Old Borrower shall hereafter be deemed to be references to the New Borrower.

5. **Scope of this Agreement.** Except as specifically provided in this Agreement, all of the terms and provisions of the Loan Agreement and the other Loan Documents are unaffected hereby and shall remain and continue in full force and effect.

6. **Expenses.** The New Borrower confirms its obligation under the Loan Agreement with respect to the payment of the expenses of the Agent and the other Revolving Credit Lenders incurred in connection with the preparation, negotiation, execution, amendment, administration and enforcement of this Agreement and the other Loan Documents.

7. **Governing Law.** This Agreement shall be a contract to be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts (without regard to principles of conflicts of laws).

8. **Successors and Assigns.** This Agreement shall be binding upon the New Borrower and its successors and assigns and shall inure to the benefit of the Agent and the other Revolving Credit Lenders and their successors and assigns, provided that the New Borrower may not assign or transfer any of their rights or obligations under this Agreement, the Loan Agreement or the other Loan Documents without the prior written consent of the Agent and the Revolving Credit Lenders.

9. **Miscellaneous.** The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof. This Agreement may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

The New Borrower:

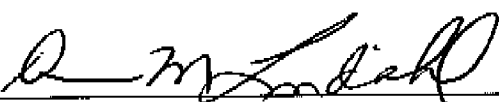
GANDER MOUNTAIN COMPANY

By: 

Name: Mark R. Baker
Title: President and CEO

The Old Borrower

GANDER MOUNTAIN COMPANY

By: 

Name: Dennis M. Lindahl
Title: Assistant Secretary

The Agent

FLEET RETAIL GROUP INC.,
as Agent

By: _____

Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

The New Borrower:

GANDER MOUNTAIN COMPANY

By: _____
Name:
Title:

The Old Borrower

GANDER MOUNTAIN COMPANY

By: _____
Name:
Title:

The Agent

FLEET RETAIL GROUP INC.,
as Agent

By: Sally A Sheehan
Name: _____
Title: **SALLY A. SHEEHAN
MANAGING DIRECTOR
FLEET RETAIL GROUP**

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