


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌	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): BASS PRO TRADEMARKS, L.L.C. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>FLEET RETAIL GROUP, INC.</u> Internal Address: _____ Address: _____ Street Address: <u>40 Broad Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02109</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>07/07/04</u>		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) _____ _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher E. Kondracki</u> Internal Address: _____ _____ Street Address: <u>2001 Jefferson Davis, Hwy.</u> <u>Suite 1007</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22202</u>	6. Total number of applications and registrations involved: 31 7. Total fee (37 CFR 3.41).....\$ <u>790</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>19-3545</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Christopher E. Kondracki</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>07/16/04</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 12 </div>		

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

CH \$790.00 193545 74609204

4. Application Number(s) or Registration Number(s):

UNITED STATES

Trademark/ Goods	Status Country Class	Application/ Registration Numbers	Application/ Registration Dates
AMERICAN NATIONAL FISH & WILDLIFE MUSEUM	Registered USA	74/609204 1975507	9-Dec-1994 21-May-1996
BASS PRO SHOPS OUTDOOR WORLD (and Design)	Registered USA	75/093527 2487746	24-Apr-1996 11-Sep-2001
BASS TRACKER (and Design)	Registered USA	73/589391 1414154	6-Mar-1986 21-Oct-1986
BIG CEDAR	Registered USA	74/554758 1931087	26-Jul-1994 31-Oct-1995
BUZZARD BAR	Registered USA	74/527893 1885496	23-May-1994 21-May-1995
EXCITER	Registered USA	75/410436 2448075	23-Dec-1997 1-May-2001
JOHNNY MORRIS' GREAT AMERICAN OUTDOOR STORE	Registered USA	75/160755 2441193	3-Sep-1996 3-Apr-2001
ISLAMORADA FISH COMPANY (goods)	Registered USA	75/587679 2311359	12-Nov-1998 25-Jan-2000
ISLAMORADA FISH COMPANY (services)	Registered USA	75/587678 2340373	12-Nov-1998 11-Apr-2000
LAZER BLADE	Registered USA	75/926738 2419291	23-Feb-2000 9-Jan-2001
NINJA Fishing line	Registered USA 28	78/181777 2818474	05-Nov-2002 24-Feb-2004
OUTSIDE WORLD	Registered USA	75/556798 2654643	22-Sep-1998 26-Nov-2002

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Trademark/ Goods	Status Country Class	Application/ Registration Numbers	Application/ Registration Dates
SENSOR-GRIP	Registered USA	75/238159 2138738	7-Feb-1997 24-Feb-1998
SNAK TRIX	Registered USA	76/399777 2704270	24-Apr-2002 8-Apr-2003
STIK-O-WORM	Registered USA	76/357589 2666191	14-Jan-2002 24-Dec-2002
TOP OF THE ROCK	Registered USA	74/505373 2081858	28-Mar-1994 22-Jul-1997
TURKEY LOUNGER	Registered USA	75/246265 2135806	24-Feb-1997 10-Feb-1998
UNCLE BUCK'S	Registered USA	76/280481 2739395	6-Jul-2001 22-Jul-2003
UNCLE BUCK'S	Registered USA	76/444636 2812343	26-Aug-2002 10-Feb-2004
UNCLE BUCK'S Restaurant services, namely, providing food for consumption on or off the premises from a booth or kiosk	Registered USA 43	76/444629 2807988	26-Aug-2002 27-Jan-2004
(miscellaneous design)	Registered USA	73/327019 1255885	8-Sep-1981 1-Nov-1983

Trademark Applications

UNITED STATES

Trademark/ Goods	Status Country Class	Application/ Registration Numbers	Application/ Registration Dates
AMERICAN SPORTSMAN	Pending USA	76/207963	9-Feb-2001
BASS PRO SHOPS FISH STIKS	Pending USA	76/283193	11-Jul-2001
BUCK LEGENDS Hunting and camping products and services; clothing; food; toys and games; gifts; display of artifacts, museum services	Pending USA	78/353278	16-Jan-2004
ENTICER Fishing tackle	Pending USA 28	78/299224	11-Sep-2003

Continued...

Trademark/ Goods	Status Country Class	Application/ Registration Numbers	Application/ Registration Dates
LEGENDARY BASS Hunting and camping products and services; clothing; food; toys and games; gifts; display of artifacts, museum services	Pending USA	78/293536	28-Aug-2003
NATURAL REFLECTIONS Clothing, namely, a full line of women's sportswear, namely, shirts, sweaters, T-shirts, jackets, slacks, shorts, capri's composed entirely or partially of natural fibers	Pending USA 28	78/233369	03-Apr-2003
OUTDOOR WORLD AND DESIGN (Golf Logo) Men's and ladies' shirts and shorts	Pending USA 25	78/419821	17-May-2004
SPORTSMAN'S CENTER Retail sporting goods store services	Pending USA 35	78/299132	11-Sep-2003
SPORTSMAN'S CHOICE Candy bars	Pending USA 30	78/419793	17-May-2004
WORLD WIDE SPORTSMAN	Pending USA	75/692749	28-Apr-1999

**FIRST AMENDMENT TO TRADEMARK AND TRADEMARK APPLICATIONS
SECURITY AGREEMENT**

This First Amendment to Trademark and Trademark Applications Security Agreement (the "Amendment") is made as of the 8th day of July, 2004 by and between

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

and

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

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

WITNESSETH:

WHEREAS, BPT executed and delivered a Trademark and Trademark Applications Security Agreement dated as of December 30, 1999 (as amended from time to time, the "Security Agreement") and filed with the United States Trademark Office in Reel 2022, Frame 0196 in favor of the Agent, pursuant to which BPT pledged, assigned and granted a security interest in favor of the Agent for the ratable benefit of the Revolving Credit Lenders in certain Trademark Collateral (as defined therein); and

WHEREAS, BPT has acquired additional Trademark Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademark Collateral in favor of the Agent.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Security Agreement.
2. Amendments to Security Agreement.
 - a. Any and all references to "Guarantor", which was a typographical error, shall be replaced with the term "BPT".

- b. Section 2 of the Security Agreement is hereby amended by inserting the phrase "and grants" after the word "creates", and by inserting the phrase "and products" after the word "proceeds" in the first paragraph thereof.
- c. Section 3 of the Security Agreement is hereby deleted in its entirety, and the following substituted in its stead:
 - "3. Protection of Marks By BPT: BPT shall undertake the following with respect to each item 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, in each case where such action is determined to be beneficial to BPT's business, as determined by BPT in its business judgment, and such action will not materially adversely affect BPT's business.
 - c. At BPT's sole cost, expense, and risk, take any and all action which the Agent deems reasonably necessary to protect the Marks, including, without limitation, but subject to the Agent's discretion, the prosecution and defense of infringement actions."
- d. Section 4(b) of the Security Agreement is hereby amended by adding the following provision after the word "Agent":

"and other Customary Permitted Encumbrances."
- e. Section 4(c) of the Security Agreement is hereby amended by deleting the phrase "Ten (10)" and inserting "Thirty (30)" in its stead.
- f. Section 6(c) of the Security Agreement is hereby amended by inserting the phrase "and during the continuance" after the word "occurrence."
- g. Section 8 of the Security Agreement is hereby amended by inserting the phrase "under applicable law, including, without limitation," after the phrase "may exercise all rights and remedies of a secured party upon default".

- h. Section 9(c) of the Security Agreement is hereby amended by inserting the word "willful," before the phrase "grossly negligent".
 - i. Section 10(b) of the Security Agreement is hereby amended by inserting the word "only" after the word "except", and by inserting the phrase "and during the continuance" after the word "occurrence."
3. Amendment to Exhibit A. Exhibit A to the Security Agreement is hereby amended by adding thereto, the Trademark Collateral set forth on Exhibit A, annexed hereto and incorporated herein by reference.
4. Miscellaneous.
- a. Except as provided herein, all terms and conditions of the Security Agreement remain in full force and effect. BPT hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed shall be an original and all which together shall constitute one instrument.
 - c. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

BPT:

Bass Pro Trademarks, L.L.C.

By: Bass Pro, Inc., its Sole Member

By: *J. A. Hagale*
Name: JAMES A. HAGALE
Title: PRESIDENT

AGENT:

FLEET RETAIL GROUP, INC. (f/k/a
FLEET RETAIL FINANCE INC.)

By: *James J. Ward*
Name: James J. Ward
Title: Managing Director

Comm. of Mass.

Suffolk, ss

July 7, 2004

Then personally appeared the above named James A. Hagale, the President of Bass Pro, Inc., the sole member of Bass Pro Trademarks, L.L.C., and acknowledged the foregoing to be the free act and deed of said Bass Pro, Inc., the sole member of Bass Pro Trademarks, L.L.C., before me,

Sharon C. Besitt
Notary Public
My Commission Expires: Jan. 19, 2007

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this date, July 7, 2004, before me, the undersigned notary public, personally appeared James J. Ward, a duly authorized Managing Director of Fleet Retail Group, Inc., who is personally known to me to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Sharon C. Besette
Notary Public
My commission expires: Jan 19, 2007

EXHIBIT "A"

**BASS PRO TRADEMARKS, L.L.C.
TRADEMARK PORTFOLIO**

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