

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest by Secured Party

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fleet Retail Group, LLC (f/k/a Fleet Retail Group, Inc., f/k/a Fleet Retail Finance, Inc.)		02/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	a national banking association:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1335485	
Registration Number:	1339735	
Registration Number:	1335489	GANDER MOUNTAIN
Registration Number:	1850301	THE VIXEN
Registration Number:	1850302	FOX RIVER BRAKE
Registration Number:	1927194	GANDER MOUNTAIN
Registration Number:	2386339	GANDER GANG
Registration Number:	2564297	GANDER MOUNTAIN
Registration Number:	2556957	
Registration Number:	2526278	HUNT FISH CAMP
Registration Number:	2767122	GANDER MOUNTAIN GUIDE SERIES
Registration Number:	2568120	HFC
Registration Number:	2946377	FIRST ICE

OP \$365.00 1335485

Registration Number:	2807091	TEC H2O
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CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8000
Email: eileen.sullivan@bingham.com
Correspondent Name: Eileen Sullivan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	FLEET
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	03/02/2006

Total Attachments: 6
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ASSIGNMENT OF SECURITY INTEREST

Reference is made to the Amended and Restated Loan and Security Agreement, dated as of February 23, 2005 (as further amended, modified and amended and restated from time to time, the "**Loan and Security Agreement**"), among Gander Mountain Company, a Minnesota corporation (the "**Borrower**"), the lending institutions referred to therein as Revolving Credit Lenders (collectively, the "**Revolving Credit Lenders**"), and Fleet Retail Group, LLC (f/k/a Fleet Retail Group, Inc., f/k/a Fleet Retail Finance, Inc.), as agent (in such capacity, the "**Agent**") for itself and the Revolving Credit Lenders. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan and Security Agreement.

Fleet Retail Group, LLC (the "**Assignor**"), for valuable consideration, receipt of which is hereby acknowledged, hereby assigns to Bank of America, N.A., a national banking association as successor agent under the Loan and Security Agreement (the "**Assignee**"), all of its right, title and interest in and to any and all security interest, mortgage, encumbrance and lien of any type created under or pursuant to those instruments and documents described on Exhibit A attached hereto and made a part hereof, together with any and all other documents and security agreements executed at any time in connection therewith for the benefit of Assignor, including, without limitation, any and all security agreements of any kind or nature (collectively the "**Assigned Interests**"). This assignment is made without recourse, representations and warranties of any kind.

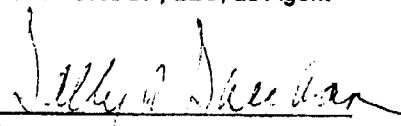
Concurrently with the effectiveness of this assignment, Fleet Retail Group, LLC hereby resigns as Agent under the Loan and Security Agreement, and hereby appoints Bank of America, N.A. as Agent in its stead. Bank of America, N.A. hereby accepts its appointment as successor Agent under the Loan and Security Agreement and assumes all obligations of Assignor thereunder and under the other Loan Documents. Fleet Retail Group, LLC hereby agrees to take all additional steps as Bank of America, N.A. may request to effect such appointment and transfer. The Borrower, by its signature below, hereby consents to such resignation and appointment.

[Signature Pages Follow]

DATED as of the 28th day of February 2006.

FLEET RETAIL GROUP, LLC, as Agent

By: _____



Name:

Title:

STATE OR COMMONWEALTH OF Massachusetts)
COUNTY OF Middlesex)ss.

On this the 28 day of February, 2006, before me appeared Sally A. Sheehan the person who signed this instrument, who acknowledged that he/she is the Director of FLEET RETAIL GROUP, LLC (f/k/a Fleet Retail Group, Inc.), and that he/she signed such instrument as a free act on behalf of FLEET RETAIL GROUP, LLC (f/k/a Fleet Retail Group, Inc.).

Nicole L. [Signature]
Notary Public

[Seal]

My commission expires: 4/7/11

ACCEPTANCE AND ASSUMPTION

Assignee, as successor agent accepts the foregoing assignment of the Assigned Interests and further accepts its appointment as successor Agent and assumes each and every obligation of Assignor as agent, under and pursuant to the Loan and Security Agreement and each of the other Loan Documents arising from and after the date hereof.

DATED as of the 28th day of February, 2006.

BANK OF AMERICA, N.A., as successor agent

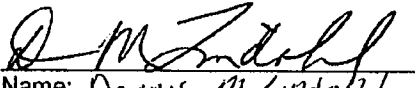
By: Sally C. Siskin
Name:
Title:

ACKNOWLEDGEMENT AND CONSENT

Gander Mountain Company hereby acknowledges and consents to the assignment of the Assigned Interests from Assignor to Assignee as contemplated hereby and to the appointment of Bank of America, N.A. as successor Agent under the Loan and Security Agreement and the other Loan Documents.

DATED as of the 28th day of February, 2006.

GANDER MOUNTAIN COMPANY

By: 
Name: Dennis M Lindahl
Title: Treasurer

Acknowledgment to Assignment of Security Interest

BUSDOCS/1537818

TRADEMARK
REEL: 003257 FRAME: 0166

Exhibit A

The Amended and Restated Loan and Security Agreement by and among Gander Mountain Company, a Minnesota corporation, Fleet Retail Group, LLC (f/k/a Fleet Retail Group, Inc.), and the other parties thereto, dated February 23, 2005, as further amended, modified and amended and restated from time to time.

The Trademark Collateral Security and Pledge Agreement by and between Gander Mountain Company, a Minnesota corporation and Fleet Retail Group, LLC (f/k/a Fleet Retail Group, Inc., f/k/a Fleet Retail Finance, Inc.), dated as of December 19, 2001, as further amended, modified and amended and restated from time to time.

The Inventory Agreement by and among Gander Mountain Company, a Minnesota corporation, Expeditors International of Washington, Inc. and Fleet Retail Group, LLC, dated as of October 28, 2005, as further amended, modified and amended and restated from time to time.