TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Revolving

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Big Cedar, L.L.C.		04/12/2010	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1931087	BIG CEDAR
Registration Number:	1885496	BUZZARD BAR
Registration Number:	1942145	DEVIL'S POOL RESTAURANT
Serial Number:	77257865	NINE & DINE

OP $115.00 1931087

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1489

NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	07/01/2010

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 12, 2010 is made by BIG CEDAR, L.L.C., a Missouri limited liability company, located at 2500 E. Kearney, Springfield, MO 65898 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative and collateral agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") party to the Revolving Credit Agreement, dated as of April 12, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bass Pro Group, LLC, Bass Pro Shops Canada Inc. (collectively, the "Borrowers"), each of the other grantors party thereto and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the U.S. Pledge and Security Agreement, dated as of April 12, 2010, in favor of the Collateral Agent on behalf of the Secured Parties (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly

subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or authorized signatories thereunto duly authorized as of the day and year first above written.

BIG CEDAR, L.L.C.

By: Larry K. Wilcher
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties

By:
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or authorized signatories thereunto duly authorized as of the day and year first above written.

BIG CEDAR, L.L.C.

By:_____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties

By:
Name: KEVIN D. PARGETT
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On the 10 day of June, 2010, before me personally came _____, who is personally known to me to be the _____ of BIG CEDAR, L.L.C., a Missouri limited liability company; who, being duly sworn, did depose and say that she/he is the _____ of such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the resolutions duly adopted by written consent of the sole member of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Notary Public

DIANE L. ENGLAND
NOTARY PUBLIC
NOTARY SEAL
GREENE COUNTY
STATE OF MISSOURI
COMMISSION EXPIRES JUNE 2, 2011
COMMISSION No. 07406171

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 22 day of June 2010, before me personally came Kevin Padgett, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Charmaine L. Wallace
Notary Public

CHARMAINE L WALLACE
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-21-2011

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration/Serial No.
Big Cedar	1931087
Buzzard Bar	1885496
Devil's Pool Restaurant (and Design)	1942145
Nine & Dine	77/257865