

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									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Mako Marine International, LLC</td> <td></td> <td>04/12/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Mako Marine International, LLC		04/12/2010	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Mako Marine International, LLC		04/12/2010	LIMITED LIABILITY COMPANY: DELAWARE						
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: 10									
Property Type	Number	Word Mark							
Registration Number:	2877381	KENNER							
Registration Number:	0951774	MAKO							
Registration Number:	0884489	MAKO							
Registration Number:	1128967	MAKO 21							
Registration Number:	0963390	MAKO							
Registration Number:	2670891	MAKO MARINE							
Registration Number:	2742965	QUIET GLIDE RAIL							
Registration Number:	2551226	SEACRAFT							
Registration Number:	3474967	SEACRAFT							
Registration Number:	0994293								
CORRESPONDENCE DATA									
Fax Number: (212)455-2502									
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									

OP \$265.00 2877381

900166103

TRADEMARK
REEL: 004235 FRAME: 0835

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
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NAME OF SUBMITTER:	Mindy M. Lok
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Signature:	/ml/
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Date:	07/01/2010
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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 MAKO MARINE INTERNATIONAL, LLC, a Delaware 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.

MAKO MARINE INTERNATIONAL, LLC

By: Larry K. Wilhelm
Name:
Title:

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

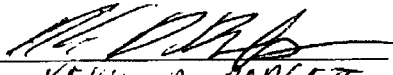
By: _____
Name:
Title:

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.

MAKO MARINE INTERNATIONAL, LLC

By: _____
Name:
Title:

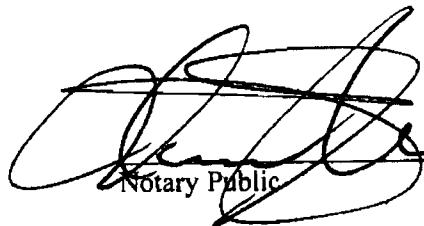
JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties

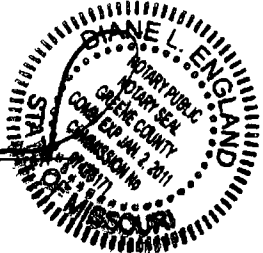
By: 
Name: KEVIN D. PADGETT
Title: VICE PRESIDENT

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 MAKO MARINE INTERNATIONAL, LLC, a Delaware 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

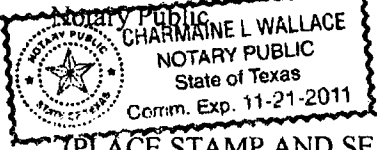


(PLACE STAMP AND SEAL ABOVE)

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

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications
and U.S. exclusive Trademark Licenses

Trademark	Registration/Serial No.
Kenner	2877381
Mako	951774
Mako (stylized)	884489
Mako 21	1128967
Mako (and Design)	0963390
Mako Marine	2670891
Quiet Glide Rail	2742965
Seacraft	2551226
Seacraft	3474967
Shark Design	994293