

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
Tracker Marine, 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: 65

Property Type	Number	Word Mark
Registration Number:	3125988	ALL FISH
Registration Number:	2997476	TRACKER AMERICA'S FAVORITE BOATS
Registration Number:	2956254	AMERICA'S FAVORITE BOATS
Registration Number:	3714475	AMERICA'S FAVORITE BOATS
Registration Number:	1784231	ASTRO BOATS
Registration Number:	1762697	ASTRO
Registration Number:	3649101	AVALANCHE
Registration Number:	3203220	AVALANCHE
Registration Number:	1415762	BASS BUGGY
Registration Number:	2989611	BASS TRACKER
Registration Number:	1179015	BASS TRACKER
Serial Number:	77818407	BEARHIDE
Registration Number:	2725576	BLIND DUCK
Registration Number:	3426593	

OP \$1640.00 3125988

Registration Number:	2095128	DURA DECK
Registration Number:	1556220	FISH THE FINEST!
Registration Number:	1357924	FISHER
Serial Number:	78426222	FISHERMAN
Registration Number:	1980661	FISHIN' BARGE
Serial Number:	77022693	FUZION
Serial Number:	77022829	FUZION
Registration Number:	3006633	GALVASHIELD
Registration Number:	2299724	GRIZZLY
Serial Number:	77267539	GRIZZLY CAMO
Registration Number:	3426353	HAWK
Serial Number:	78426251	HULL ARMOR
Registration Number:	3418996	HYDROSTEP
Registration Number:	3015079	IGNITE YOUR PASSION
Registration Number:	3075138	IGNITE YOUR PASSION
Serial Number:	77660042	LEADTRACKER
Serial Number:	77012382	LEGENDS TOURNAMENT
Registration Number:	2115678	MYACHT
Registration Number:	1677527	NITRO
Registration Number:	1548209	PARTY BARGE
Registration Number:	1768021	PARTY CRUISER
Serial Number:	75631461	PARTY DECK
Registration Number:	1463411	PARTY HUT
Serial Number:	77011764	POWERGLIDE
Registration Number:	1351600	PROCRAFT
Registration Number:	3426354	PROHAWK
Registration Number:	3550246	REGENCY EDITION
Registration Number:	2003023	SILVER KING
Registration Number:	1618655	SUN TRACKER
Serial Number:	77279067	SUN TRACKER
Serial Number:	77268133	SUN TRACKER
Registration Number:	1611161	TADPOLE
Registration Number:	2279858	TAHOE
Serial Number:	77459800	THE GREAT AMERICAN BOAT SALE
Registration Number:	1505765	TITAN

Serial Number:	77771540	TOURNAMENT REWARDS
Registration Number:	3349513	TRACKER
Registration Number:	1674981	TRACKER
Registration Number:	1629823	TRACKER
Registration Number:	2149269	TRACKER
Registration Number:	1629822	TRACKER
Serial Number:	77967432	TRACKER BOAT CENTER
Serial Number:	77967461	TRACKER BOATING CENTERS
Registration Number:	3441877	TRACKER COAST TO COAST BOAT SHOW
Registration Number:	1473642	TRACKER MARINE
Registration Number:	2908546	TRACKER MARINE GROUP
Registration Number:	2407799	TRACKER MARINE LEGENDS TOURNAMENT
Registration Number:	3392873	TRACKER MARINE PRO
Registration Number:	2928841	TRAILSTAR
Registration Number:	2878275	TUNDRA
Registration Number:	3146370	VERSATRACK

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:	/m/
Date:	07/01/2010

Total Attachments: 10
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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 TRACKER MARINE, 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.

TRACKER MARINE, L.L.C.

By: Larry K. Wilbur
Name:
Title:

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

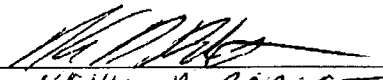
By: _____
Name:
Title:

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.

TRACKER MARINE, L.L.C.

By: _____
Name:
Title:

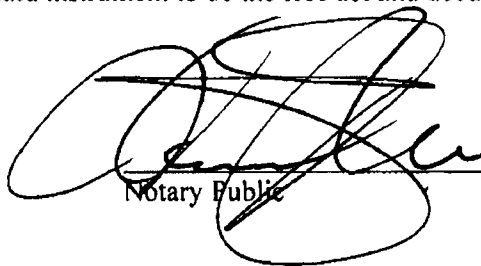
JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties

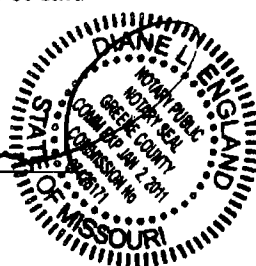
By: 
Name: KEVIN D. PADGETT
Title: VICE PRESIDENT

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 TRACKER MARINE, 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



(PLACE STAMP AND SEAL ABOVE)

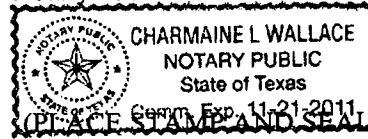
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

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



Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration/Serial No.
All Fish	3125988
Tracker, America's Favorite Boats	2997476
America's Favorite Boats	2956254
America's Favorite Boats	3714475
Astro (stylized letters)	1784231
Astro (word mark)	1762697
Avalanche	3649101
Avalanche	3203220
Bass Buggy	1415762
Bass Tracker	2989611
Bass Tracker (and Design)	1179015
Bearhide	77/818407
Blind Duck	2725576
Design (Setting Sun Logo)	3426593
Dura Deck	2095128
Fish the Finest!	1556220
Fisher (and Design)	1357924
Fisherman	78426222

Trademark	Registration/Serial No.
Fishin' Barge	1980661
Fuzion	77/022693
Fuzion	77/022829
Galvashield	3006633
Grizzly	2299724
Grizzly Camo	77/267539
Hawk	3426353
Hull Armor	78426251
Hydrostep	3418996
Ignite Your Passion	3015079
Ignite Your Passion (Print Materials)	3075138
Leadtracker	77/660042
Legends Tournament	77/012382
Mako	77/012382
Myacht	2115678
Nitro	1677527
Party Barge	1548209
Party Cruiser	1768021
Party Deck	75631461
Party Hut (and Design)	1463411
Powerglide	77/011764
Procraft (word mark)	1351600

Trademark	Registration/Serial No.
Prohawk	3426354
Regency Edition	3550246
Silver King	2003023
Sun Tracker	1618655
Sun Tracker & Design	77/279067
Suntracker & Design	77/268133
Tadpole	1611161
Tahoe	2279858
The Great American Boat Sale	77/459800
Titan	1505765
Tournament Rewards	77/771540
Tracker	3349513
Tracker	1674981
Tracker	1629823
Tracker	2149269
Tracker	1629822
Tracker Boat Center	77/967432
Tracker Boating Centers	77/967461
Tracker Coast to Coast Boat Show	3441877
Tracker Marine	1473642
Tracker Marine (and Design)	10066 Missouri
Tracker Marine (and Design)	10064 Missouri

Trademark	Registration/Serial No.
Tracker Marine (and Design)	10065 Missouri
Tracker Marine Group (and Design)	2908546
Tracker Marine Legends Tournament	2407799
Tracker Marine Pro	3392873
Trailstar	2928841
Tundra	2878275
Versatrack	3146370