

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bass Pro Intellectual Property, L.L.C.		10/14/2011	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent		
Street Address:	1111 Fannin Street, Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002-6925		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3947186	BASS PRO SHOPS SPORTSMEN FOR CONSERVATION	
Serial Number:	85055623	THE CHAPEL OF THE OZARKS	
Registration Number:	3984244	THIS WAY TO THE LAKE	
Registration Number:	4016733	UNCLE BUCK'S GRILL	
Serial Number:	85306132	BONE-DRY	
Registration Number:	3869202	BASS PRO SHOPS	
Registration Number:	3839397	BUCK MADNESS	
Registration Number:	3874125	GEAR GUARD PREMIUM · ACCIDENT PROTECTION SERVICE PROGRAM · BASS PRO SHOPS	
Serial Number:	85217325	AMERICA'S PREMIER WILDERNESS RESORT	
Serial Number:	85175948	AMERICAN SPORTSMAN'S LODGE	
Registration Number:	4009673		
Serial Number:	85334560	CRAPPIE MAXX	
Registration Number:	4013891	CRAPPIE MAXX	

CH \$515.00 3947186

900205649

TRADEMARK
 REEL: 004649 FRAME: 0163

Serial Number:	85200647	GRANDDADDY OF ALL OUTDOOR STORES
Serial Number:	85334551	HOBBS CREEK
Serial Number:	85222574	SILENT-HIDE
Serial Number:	85330292	SQUALTEX II
Registration Number:	3977413	Z-9
Registration Number:	3905733	
Registration Number:	3891453	ASCEND

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Phone: (212) 455-2222

Email: ksolomon@stblaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Marcela Robledo, 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:	Marcela Robledo
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Signature:	/mr/
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Date:	10/26/2011
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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 October 14, 2011 is made by BASS PRO INTELLECTUAL PROPERTY, 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.

BASS PRO INTELLECTUAL PROPERTY, L.L.C.

By: Larry K. Wilcher
Name: Larry K. Wilcher
Title: Authorized Signatory

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.

BASS PRO INTELLECTUAL PROPERTY, L.L.C.

By: _____
Name: Larry K. Wilcher
Title: Authorized Signatory

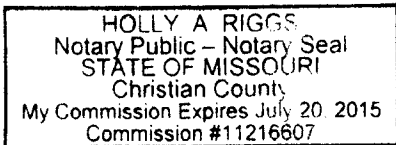
JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On the 14 day of October, 2011, before me personally came Larry K. Wilcher, who is personally known to me to be an authorized signatory of BASS PRO INTELLECTUAL PROPERTY, L.L.C., a Missouri limited liability company; who, being duly sworn, did depose and say that he is a duly authorized signatory of such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by resolutions duly adopted by written consent of the sole member of such company; and that he acknowledged said instrument to be the free act and deed of said company.




Notary Public

(PLACE STAMP AND SEAL ABOVE)

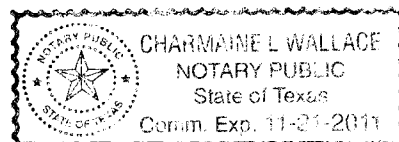
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 19 day of October, 2011, before me personally came Kevin Lidgett, 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 V. P. 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 Wallace

Notary Public



(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration/Serial No.
Bass Pro Shops Sportsmen for Conservation	3947186
Chapel of the Ozarks	85/055623
This Way to the Lake	3984244
Uncle Buck's Grill	4016733
BONE-DRY	85/306132
BASS PRO SHOPS	3869202
BUCK MADNESS	3839397
GEAR GUARD PREMIUM •ACCIDENT PROTECTION SERVICE PROGRAM• BASS PRO SHOPS & Design	3874125
AMERICA'S PREMIER WILDERNESS RESORT	85/217325
AMERICAN SPORTSMAN'S LODGE	85/175948
Bass Design	4009673
CRAPPIE MAXX	85/334560
CRAPPIE MAXX	4013891
GRANDDADDY OF ALL OUTDOOR STORES	85/200647
HOBBS CREEK (Second Application)	85/334551
SILENT HIDE	85/222574
SQUALTEX II	85/330292
Z-9	3977413
A Logo	3905733
ASCEND	3891453