TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment of Security Interest (R004235; F0932)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent		06/13/2011	National Bank:

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 South Tryon Street
Internal Address:	NC1-002-15-36
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	3125988	ALL FISH
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
Registration Number:	2725576	BLIND DUCK
Registration Number:	3426593	
Registration Number:	2095128	DURA DECK
	1	TRADEMARK

REEL: 004670 FRAME: 0241

Registration Number:	1556220	FISH THE FINEST!
Registration Number:	1357924	FISHER
Registration Number:	1980661	FISHIN' BARGE
Registration Number:	3006633	GALVASHIELD
Registration Number:	2299724	GRIZZLY
Registration Number:	3426353	HAWK
Registration Number:	3418996	HYDROSTEP
Registration Number:	3015079	IGNITE YOUR PASSION
Registration Number:	3075138	IGNITE YOUR PASSION
Registration Number:	2115678	MYACHT
Registration Number:	1677527	NITRO
Registration Number:	1548209	PARTY BARGE
Registration Number:	1768021	PARTY CRUISER
Registration Number:	1463411	PARTY HUT
Registration Number:	1351600	PROCRAFT
Registration Number:	3426354	PROHAWK
Registration Number:	3550246	REGENCY EDITION
Registration Number:	2003023	SILVER KING
Registration Number:	1618655	SUN TRACKER
Registration Number:	1611161	TADPOLE
Registration Number:	2279858	TAHOE
Registration Number:	1505765	TITAN
Registration Number:	3349513	TRACKER
Registration Number:	1674981	TRACKER
Registration Number:	1629823	TRACKER
Registration Number:	2149269	TRACKER
Registration Number:	1629822	TRACKER
Registration Number:	2997476	TRACKER AMERICA'S FAVORITE BOATS
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

REEL: 004670 FRAME: 0242

	3146370	VERSATRACK
Serial Number:		BEARHIDE
Serial Number.	77818407	BEARTIDE
Serial Number:	78426222	FISHERMAN
Serial Number:	77022693	FUZION
Serial Number:	77022829	FUZION
Serial Number:	77267539	GRIZZLY CAMO
Serial Number:	78426251	HULL ARMOR
Serial Number:	77660042	LEADTRACKER
Serial Number:	77012382	LEGENDS TOURNAMENT
Serial Number:	75631461	PARTY DECK
Serial Number:	77011764	POWERGLIDE
Serial Number:	77279067	SUN TRACKER
Serial Number:	77268133	SUN TRACKER
Serial Number:	77459800	THE GREAT AMERICAN BOAT SALE
Serial Number:	77771540	TOURNAMENT REWARDS

CORRESPONDENCE DATA

Fax Number: (704)444-8847 Phone: 704-343-2000

Email: ksaltrick@mcguirewoods.com

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

via US Mail.

Correspondent Name: Staci E. Rosche, Esq./McGuireWoods LLP

Address Line 1: 201 North Tryon Street

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	(T3) 4452178-0515/KS-AMEX
NAME OF SUBMITTER:	Staci E. Rosche, Esq./McGuireWoods LLP
Signature:	/Staci E. Rosche/
Date:	12/02/2011

Total Attachments: 13

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Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FO TRADEMA	
To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
Name of conveying party(ies): JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? No Name: Bank of America, N.A., as Collateral Agent
Individual(s)	Internal Address: Mailcode: NC1-002-15-36 Street Address: 101 South Tryon Street City: Charlotte State: North Carolina Country: USA Zip: Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship X Other National Bank Citizenship If assignee is not domiciled in the United States, a domestic
Other at Reet: 004235, Frame: 0932 for trademarks of Tracker Marine, LL.C. 4. Application number(s) or registration number(s) and A. Trademark Application No.(s) See Exhibit A attached hereto. C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) See Exhibit A attached hereto. Additional sheet(s) attached? Yes No
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Stack Rosche, Esq. / McGuireWoods LLP Internal Address:	6. Total number of applications and registrations involved: 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1590.00
Street Address: 201 North Tryon Street	☐ Authorized to be charged to deposit account ☐ Enclosed (con-leve)
City: Charlotte State: North Carolina Zip: 28202	8. Payment Information:
Phone Number: 704-343-2000 Fax Number: 704-444-8847 Email Address: srosche@mcguirewoods.com or ksaltrick@mcguirewoods.com	Deposit Account NumberAuthorized User Name
9. Signature: Signature ACVIN D. PARCET Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Exhibit A U.S. Trademarks and Trade Names

Tracker Marine, L.L.C.

Trademark	Trademark #
All Fish	3125988
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
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
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
Prohawk	3426354
Regency Edition	3550246
Silver King	2003023
Sun Tracker	1618655

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Trademark	Trademark#
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, America's Favorite Boats	2997476
Tracker Coast to Coast Boat Show	3441877
Tracker Marine	1473642
Tracker Marine Group (and Design)	2908546
Tracker Marine Legends Tournament	2407799
Tracker Marine Pro	3392873
Trailstar	2928841
Tundra	2878275
Versatrack	3146370

AGENCY ASSIGNMENT AND ASSUMPTION AGREEMENT

This AGENCY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of June 13, 2011, is entered into by and between JP MORGAN CHASE BANK, N.A. ("JPMorgan"), as the Resigning Agent (as defined below), and BANK OF AMERICA, N.A. ("Bank of America"). Capitalized terms used but not defined herein shall have the meanings given to them in the Amended and Restated Credit Agreement defined below.

RECITALS

WHEREAS, JPMorgan currently serves as (a) "Administrative Agent" (in such capacity, the "Existing Administrative Agent") and "Collateral Agent" (in such capacity, the "Existing Collateral Agent") under and as defined in that certain Term Loan Credit Agreement, dated as of April 12, 2010 (as amended, restated or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement") among Bass Pro Group, LLC, a Delaware limited liability company (the "Company"), as borrower, certain of the Company's subsidiaries, as guarantors, certain financial institutions from time to time party thereto as lenders and as agents, Bank of America Securities, Inc. and J.P. Morgan Securities, Inc. as Joint Lead Arrangers, Joint Bookrunners, and Co-Syndication Agents, and JPMorgan, as Existing Administrative Agent and Existing Collateral Agent, (b) "Term Loan Representative" (in such capacities, the "Existing Custodian") under and as defined in each of the deposit account agreements described on Exhibit A hereto (as in effect on the date hereof, collectively, the "Deposit Agreements" and each a "Deposit Agreement") and (c) "Term Loan Representative" (in such capacity, the "Existing Term Loan Representative") under and as defined in the Intercreditor Agreement (as defined in the Existing Credit Agreement);

WHEREAS, the Company desires to amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Term Loan Credit Agreement, to be dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Amended and Restated Credit Agreement") among the Company, as borrower, certain financial institutions from time to time party thereto as lenders (collectively, the "Lenders"), Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities, LLC as Joint Lead Arrangers, Joint Bookrunners and Co-Syndication Agents, and Bank of America as successor to JPMorgan as the Administrative Agent and Collateral Agent for the Lenders;

WHEREAS, the Company has requested, and it is a condition to the effectiveness of the Amended and Restated Credit Agreement, that JPMorgan assign to Bank of America, and Bank of America assume from JPMorgan, all of JPMorgan's rights and obligations as Existing Administrative Agent, Existing Collateral Agent, Existing Term Loan Representative and Existing Custodian upon the terms and conditions set out in such agreements and this Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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Assignment and Assumption. Effective upon the Effective Date (as hereinafter defined), JPMorgan hereby assigns to Bank of America, and Bank of America hereby assumes from JPMorgan, all of JPMorgan's rights and obligations as (a) "Administrative Agent" and "Collateral Agent" under the Amended and Restated Credit Agreement and the other Loan Documents, (b) as "Term Loan Representative" under the Intercreditor Agreement and (c) as "Term Loan Representative" under each of the Deposit Agreements; provided, that under no circumstances does Bank of America assume, nor shall Bank of America be deemed to assume or be responsible for any obligations of, or claims of any nature against, JPMorgan as Existing Administrative Agent, Existing Collateral Agent under the Loan Documents, as Existing Term Loan Representative under the Intercreditor Agreement or as Existing Custodian under the Existing Deposit Agreements arising prior to the Effective Date. On and after the Effective Date, each reference in the Amended and Restated Credit Agreement and each of the other Loan Documents thereunder to "Administrative Agent" or "Collateral Agent" and each reference to the "Custodian" in each Deposit Agreement shall in each case mean and be a reference to Bank of America and its successors and assigns in such capacity.

2. Representations. Warranties and Covenants.

- (a) JPMorgan hereby represents, warrants and covenants to and for the benefit of Bank of America that JPMorgan has been duly authorized, and has all due power and authority, to enter into and perform all its obligations under this Agreement.
- (b) JPMorgan hereby represents and warrants that Exhibit A hereto sets for a true and complete list of (i) all deposit account and securities account control agreements entered into in connection with the Existing Credit Agreement and in effect as of the date hereof and (ii) all Collateral "Term Loan Priority Collateral" (as defined in the Intercreditor Agreement) delivered to JPMorgan by the Company in the possession and control of the Existing Collateral Agent as of the date hereof (the "Possessory Collateral"). JPMorgan hereby covenants and agrees to deliver to Bank of America on or immediately after the Effective Date all Possessory Collateral in its possession as of the Effective Date. Subject to the terms and conditions of the Intercreditor Agreement, if for any reason JPMorgan fails to deliver possession and control of any Possessory Collateral to Bank of America in accordance herewith, JPMorgan shall hold, and shall be deemed to hold, such possessory collateral as agent for the successor Collateral Agent and promptly after discovery thereof shall deliver possession and control thereof to the successor Collateral Agent.
- (c) Bank of America hereby represents, warrants and covenants to and for the benefit of JPMorgan that Bank of America has been duly authorized, and has all due power and authority, to enter into and perform all its obligations under this Agreement.
- 3. <u>Effectiveness</u>. This Agreement shall be effective upon the occurrence of the "Effective Date" under and as defined in the Amended and Restated Credit Agreement.
- 4. <u>Further Assurances.</u> JPMorgan hereby agrees, at the reasonable cost of the Company, to promptly deliver to Bank of America all Possessory Collateral and all other documentation relating to the Existing Credit Agreement as may reasonably be requested by Bank of America from time to time, and to execute and deliver to the Bank of America, from

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time to time, at the Company's reasonable expense, such additional assignments, modifications, documents, certificates and further assurances relating to such Collateral as Bank of America may reasonably request (including notices to all depositary banks under the Deposit Agreements) to effectuate the transactions contemplated by this Agreement.

5. <u>Miscellaneous</u>. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to principles of conflict of law.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authoriz

	JPMORGAN CHASE BANK, N.A., as resigning Administrative Agent, Collateral Agent, Term Loan Representative and Custodian
	Name: KEUIN D. PABGETT
	Title: VICE PRESIDENT
	BANK OF AMERICA, N.A., as successor Administrative Agent, Collateral Agent, Term Loan Representative and Custodian
	By:
	Name:
	Title:
ACKNOWLEDGMENT:	
THE UNDERSIGNED HEREBY ACK ASSIGNMENT AND ASSUMPTION AGREEMENT AND THE TRANSACTION	

Agency Assignment and Assumption Agreement Signature Page

BASS PRO GROUP, LLC

By:_ Name: Title:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives the date first written above.

	JPMORGAN CHASE BANK, N.A., as resigning Administrative Agent, Collateral Agent, Term Loan Representative and Custodian
	By:
	Name:
	Title:
	BANK OF AMERICA, N.A., as successor Administrative Agent, Collateral Agent, Term Loan Representative and Custodian
	By: Mallie S. Carries
	Name: Mollie S. Canup Title: Vice President
A CUDIONAL ED CO CONTE	
ACKNOWLEDGMENT:	
THE UNDERSIGNED HEREBY A ASSIGNMENT AND ASSUMPTION S AND THE TRANSACTIONS CONTEMP	ET FORTH IN THE FOREGOING AGREEMENT
BASS PRO GROUP, LLC	
Ву:	
Name:	
Title:	
∶	

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AGENCY ASSIGNMENT AND ASSUMPTION AGREEMENT Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives the date first written above.

Ву:	
Name:	
Title:	
	F AMERICA, N.A.,
as succes	sor Administrative Agent, Collateral Agent in Representative and Custodian
as succes: Term Loa	sor Administrative Agent, Collateral Agent in Representative and Custodian
as success Term Loa By:	sor Administrative Agent, Collateral Agent in Representative and Custodian

ACKNOWLEDGMENT:

THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES TO THE ASSIGNMENT AND ASSUMPTION SET FORTH IN THE FOREGOING AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY.

BASS PRO GROUP, LLC

Name: Lamuk Hilcher

Title: Group Vice President, General

Counsel & Secretary

EXHIBIT A

I. Deposit Agreements

- Deposit Account Control Agreement, dated May 25, 2010 by and among JPMorgan Chase Bank, N.A., Bass Pro Group, LLC, Bass Pro, Inc., Sportsman's Specialty Group, Inc., Bass Pro Intellectual Property, L.L.C., World Wide Sportsman, Inc., Islamorada Fish Company, L.L.C., Bass Pro Outdoor World, L.L.C., BPIP, LLC, Out O' Site, LLC, Sportsman's Distribution Company, TMBC, L.L.C., Tracker Marine Financial Services, L.L.C., Tracker Marine, L.L.C., and Mako Marine International, LLC, and Commerce Bank, N.A.
- 2. Deposit Account Control Agreement, dated August 6, 2010, by and among JPMorgan Chase Bank, N.A., BPS Direct, Inc. and Commerce Bank, N.A.
- 3. Deposit Account Control Agreement, dated October 27, 2010, by and among JPMorgan Chase Bank, N.A., Flagship, L.L.C. and Commerce Bank, N.A.
- 4. Deposit Account Control Agreement, dated March 30, 2011, by and among JPMorgan Chase Bank, N.A., Bass Pro Shops West, LLC and Commerce Bank, N.A.
- 5. Deposit Account Control Agreement, dated March 30, 2011, by and among JPMorgan Chase Bank, N.A., Bass Pro Shops White River Conference and Educational Center and Commerce Bank, N.A.
- 6. Blocked Account Agreement, dated June 24, 2010, by and among JPMorgan Chase Bank, N.A., TMBC of Canada (Calgary), LLC, Bass Pro Shops Canada, Inc., Bass Pro Canada Shops (Calgary), Inc., and HSBC Bank Canada
- 7. Blocked Account Control Agreement, dated June 23, 2011, by and among Bass Pro, Inc., World Wide Sportsman, Inc. and Bass Pro Outdoor World, L.L.C., JPMorgan Chase Bank, N.A. and U.S. Bank National Association
- 8. Deposit Account Control Agreement, dated May 25, 2010, by and among Bass Pro Shops Canada (Calgary) Inc., JPMorgan Chase Bank, N.A., and HSBC Bank USA, National Association
- 9. Deposit Account Control Agreement, dated May 25, , by and among Bass Pro Outdoor World, L.L.C., JPMorgan Chase Bank, N.A., and HSBC Bank USA. National Association
- 10. Deposit Account Control Agreement, dated May 12, 2010, by and among JPMorgan Chase Bank, N.A., Bass Pro Outdoor World, L.L.C., TMBC, L.L.C., and Fifth Third Bank
- 11. Deposit Account Control Agreement, dated August 13, 2010, by and among JPMorgan Chase Bank, N.A., Bass Pro, Inc., Bass Pro Outdoor World, L.L.C., Bass Pro Group, LLC and Bank of America

Agency Assignment and Assumption Agreement Exhibit A

II. Possessory Collateral

- 1. Stock certificate no. 10 evidencing 163,070 shares of common stock of Bass Pro, Inc. in the name of Bass Pro Group, LLC
- 2. Stock certificate no. C-2 evidencing 65 shares of common stock of Bass Pro Shops Canada Inc. in the name of Bass Pro, Inc.
- 3. Stock certificate no. 2 evidencing 65 shares of common stock of Bass Pro Shops Canada (Calgary) Inc. in the name of Bass Pro, Inc.
- 4. Stock certificate no. 2C evidencing 65 shares of common stock of Bass Pro Shops Canada (Montreal) Inc. in the name of Bass Pro, Inc.
- 5. Stock certificate no. 3 evidencing 500 shares of common stock in Sportsman's Specialty Group, Inc. in the name of Bass Pro, Inc.
- 6. Stock certificate no. 1 evidencing 100 shares of common stock of BPS Catalog GP, Inc. in the name of Bass Pro, Inc.
- 7. Stock certificate no. 31 evidencing 82,857 shares of common stock in World Wide Sportsman, Inc. in the name of Sportsman's Specialty Group, Inc.
- 8. Stock certificate no. 6 evidencing 100 shares of common stock in Fin & Feather Sport Sales of Dallas, Inc. in the name of Tracker Marine Retail, LLC
- 9. Stock certificate no. 2 evidencing 500 shares of common stock in Carol Robinson Communications, Inc. in the name of Bass Pro Intellectual Property, L.L.C.
- 10. Stock certificate no. 2 evidencing 1 share of common stock of TMBC Corp. of Canada (Calgary) in the name of TMBC of Canada (Calgary), LLC
- 11. Stock certificate no. 3 evidencing 1 share of common stock of TMBC Corp. of Canada in the name of TMBC of Canada, LLC
- 12. Stock certificate no. 2R evidencing 1 share of common stock of TMBC Corp. of Canada (Montreal) in the name of TMBC of Canada (Montreal), LLC
- 13. Promissory Note by TMBC, L.L.C. in favor of Bass Pro Outdoor World, L.L.C. dated February 22, 2003 in an aggregate principal amount of \$7,262,351.80, together with the Lost Note Affidavit and Allonge thereto

Agency Assignment and Assumption Agreement Exhibit A

Exhibit A <u>U.S. Trademarks and Trade Names</u>

Tracker Marine, L.L.C.

Trademark	Trademark#
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Hydrostep	3418996
Ignite Your Passion	3015079
Ignite Your Passion (Print Materials)	3075138
Leadtracker	77/660042
Legends Tournament	77/012382
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Party Hut (and Design)	1463411
Powerglide	77/011764
Procraft (word mark)	1351600
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Regency Edition	3550246
Silver King	2003023
Sun Tracker	1618655

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Tahoe	2279858
The Great American Boat Sale	77/459800
Titan	1505765
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