

# 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
Tracker Marine, L.L.C.		06/13/2011	LIMITED LIABILITY COMPANY: MISSOURI
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: 9			
Property Type	Number	Word Mark	
Serial Number:	85087711	NITRO F-10	
Serial Number:	85040087	NO HAGGLE NO HASSLE	
Serial Number:	85040171	NO HAGGLE, NO HASSLE	
Registration Number:	3894977	BEARHIDE	
Registration Number:	3851970	LEGENDS TOURNAMENT	
Registration Number:	3880058	NO HAGGLE, NO HASSLE	
Registration Number:	3835452	POWERGLIDE	
Registration Number:	3909651	SUN TRACKER	
Registration Number:	3909653	SUN TRACKER	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8847		
Phone:	704-343-2000		
Email:	ksaltrick@mcguirewoods.com		

OP \$240.00 85087711

900208440

TRADEMARK  
REEL: 004670 FRAME: 0345

*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:	(T1) 4452178-0515/KS-AMEX
NAME OF SUBMITTER:	Staci E. Rosche, Esq./McGuireWoods LLP
Signature:	/Staci E. Rosche/
Date:	12/02/2011

**Total Attachments: 7**

source=Trademarks Coversheet and Attachments - 1#page1.tif  
source=Trademarks Coversheet and Attachments - 1#page2.tif  
source=Trademarks Coversheet and Attachments - 1#page3.tif  
source=Trademarks Coversheet and Attachments - 1#page4.tif  
source=Trademarks Coversheet and Attachments - 1#page5.tif  
source=Trademarks Coversheet and Attachments - 1#page6.tif  
source=Trademarks Coversheet and Attachments - 1#page7.tif

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Tracker Marine, LLC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Limited Liability Company

Citizenship (see guidelines) Missouri, USA

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 06-13-2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Collateral Agent

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 \_\_\_\_\_

☒ Other National Bank Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s)

See Exhibit A attached hereto.

B. Trademark Registration No.(s)

See Exhibit A attached hereto.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Staci Rosche, Esq. / McGuireWoods LLP

Internal Address: \_\_\_\_\_

Street Address: 201 North Tryon Street

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2000

Fax Number: 704-444-8847

Email Address: srosche@mcguirewoods.com or ksatricks@mcguirewoods.com

**6. Total number of applications and registrations involved:**

49

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 240

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Larry K. Wilcher  
Signature

9/28/11

Date

Larry K. Wilcher  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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.**

<b>Trademark</b>	<b>Trademark #</b>
Nitro F-10	85/087711
No Haggle No Hassle	85/040087
No Haggle, No Hassle	85/040171
BEARHIDE	3894977
LEGENDS TOURNAMENT	3851970
NO HAGGLE, NO HASSLE	3880058
POWERGLIDE	3835452
SUN TRACKER & Design	3909651
SUN TRACKER & Design	3909653

## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** ("Agreement"), effective as of June 13, 2011 is made by **BASS PRO INTELLECTUAL PROPERTY, L.L.C.**, Missouri limited liability company, located at 2500 E. Kearney Street, Springfield, Missouri 65898, and **TRACKER MARINE, L.L.C.**, a Missouri limited liability company, located at 2500 E. Kearney Street, Springfield, Missouri 65898 (each a "Grantor", together, the "Grantors"), in favor of **BANK OF AMERICA, N.A.**, as Collateral Agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders"), party to the Amended and Restated Term Loan Credit Agreement, dated as of June 13, 2011 (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among Bass Pro Group, LLC (the "Borrower"), each of the other grantors party thereto and the Collateral Agent.

### WITNESSETH:

WHEREAS, reference is made to (a) that certain Term Loan Credit Agreement, dated as of April 12, 2010 (as amended, restated or otherwise modified prior to the date of the Amended and Restated Credit Agreement, the "Existing Credit Agreement"), among the Borrower, the subsidiary guarantors party thereto, certain financial institutions from time to time party thereto as lenders and/or agents, and JPMorgan Chase Bank, N.A. ("JPMorgan"), as Administrative Agent and Collateral Agent thereunder, and (b) that certain Ratification and Acknowledgement Agreement, dated as of even date with the Amended and Restated Credit Agreement (the "Ratification"), among the Grantors, the several other grantors party thereto, and the Collateral Agent.

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

WHEREAS, pursuant to the Security Agreement, the Grantors 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, pursuant to the Amended and Restated Credit Agreement and the Agency Assignment and Assumption Agreement dated as of even date therewith, JPMorgan has agreed to (a) resign as, and assign to Bank of America, N.A., all of its rights, title, interests and obligations as, Administrative Agent and Collateral Agent under the Existing Credit Agreement and other Loan Documents (as defined thereunder) and (b) Bank of America, N.A. has agreed to assume all such rights and obligations from JPMorgan; and

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Grantors have executed and delivered the Ratification reaffirming such continuing security interest;

WHEREAS, the Grantors have 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 Borrower pursuant to the Amended and Restated Credit Agreement, the Grantors agree, 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 Amended and Restated Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against, and agree 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 Grantors' 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 Borrower for the purpose of assigning and/or 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 Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms and the terms of the Ratification.

SECTION 4. Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Amended and Restated 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 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

**TRACKER MARINE, L.L.C.**

By: Larry K. Wilcher  
Name: Larry K. Wilcher  
Title: Secretary

**BANK OF AMERICA, 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 thereunto duly authorized as of the day and year first above written.

**BASS PRO INTELLECTUAL PROPERTY,  
L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRACKER MARINE, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF AMERICA, N.A., as Collateral Agent  
for the Secured Parties**

By: Erik M. Truette  
Name: Erik M. Truette  
Title: Assistant Vice President



**Schedule A**  
**U.S. Trademark Registrations and Applications**

**Bass Pro Intellectual Property, L.L.C.:**

Trademark	Trademark #
Bass Pro Shops Sportsmen for Conservation	3947186
Chapel of the Ozarks	85/055623
Chapel of the Ozarks Shotgun Weddin' Chapel	85/018243
This Way to the Lake	85/087663
Uncle Buck's Grill	85/005556
BONE-DRY	85/306132
BASS PRO SHOPS	3869202
BUCK MADNESS	3839397
DOGWOOD CANYON	3844605
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	85/237904
CRAPPIE MAXX	85/334560
CRAPPIE MAXX	85/138022
ECHO CANYON NATURE PARK	85/254093
GRANDDADDY OF ALL OUTDOOR STORES	85/200647
HOBBS CREEK (Second Application)	85/334551
JOHN L's CAVE	85/254100
SILENT HIDE	85/222574
SQUALTEX II	85/330292
Z-9	85/163655
A Logo	3905733
ASCEND	3891453

**Tracker Marine, L.L.C.:**

Trademark	Trademark #
Nitro F-10	85/087711
No Haggle No Hassle	85/040087
No Haggle, No Hassle	85/040171
BEARHIDE	3894977
LEGENDS TOURNAMENT	3851970
NO HAGGLE, NO HASSLE	3880058
POWERGLIDE	3835452
SUN TRACKER & Design	3909651
SUN TRACKER & Design	3909653

\31923167.1