

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest (R004235; F0946)

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2877381	KENNER
Registration Number:	951774	MAKO
Registration Number:	884489	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:	994293	

**CORRESPONDENCE DATA**

Fax Number: (704)444-8847

**900208521**

**TRADEMARK  
 REEL: 004671 FRAME: 0502**

**OP \$265.00 2877381**

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:	(T8) 4452178-0515/KS-AMEX
NAME OF SUBMITTER:	Staci E. Rosche, Esq./McGuireWoods LLP
Signature:	/Staci E. Rosche/
Date:	12/02/2011

**Total Attachments: 11**  
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## 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:

1. 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. Effectiveness. This Agreement shall be effective upon the occurrence of the "Effective Date" under and as defined in the Amended and Restated Credit Agreement.

4. Further Assurances. 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

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 depository banks under the Deposit Agreements) to effectuate the transactions contemplated by this Agreement.

5. Miscellaneous. 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.]*

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: [Signature]  
Name: KEVIN D. PADGET  
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 ACKNOWLEDGES AND AGREES TO THE ASSIGNMENT AND ASSUMPTION SET FORTH IN THE FOREGOING AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY.

**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: Mollie S. Canup  
Name: Mollie S. Canup  
Title: Vice President

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**

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

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**

By: Larry K. Wilcher  
Name: Larry K. Wilcher  
Title: Group Vice President, General  
Counsel + Secretary



## EXHIBIT A

### I. Deposit Agreements

1. 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

## 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

**Exhibit A**  
**U.S. Trademarks and Trade Names**

**Mako Marine International, LLC**

<b>Trademark</b>	<b>Trademark #</b>
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

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