

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
Mako Marine International, LLC		11/20/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2877381	KENNER
Registration Number:	0951774	MAKO
Registration Number:	0884489	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:	0994293	

CORRESPONDENCE DATA

Fax Number: 2124552502

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

CH \$265.00 2877381

via US Mail.

Phone: (212) 455-2024
Email: ksolomon@stblaw.com
Correspondent Name: Corina Gugler, 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:	Corina Gugler
Signature:	/cg/
Date:	12/20/2012

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 November 20, 2012 is made by MAKO MARINE INTERNATIONAL, LLC, a Delaware limited liability company, located at 2500 E. Kearney Street, Springfield, Missouri 65898 (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”), party to the Term Loan Credit Agreement, dated as of November 20, 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Bass Pro Group, LLC (the “Borrower”), 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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of November 20, 2012, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, 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 Borrower 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 Borrower 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 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.

SECTION 4. Acknowledgment. The Grantor does 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 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.

MAKO MARINE INTERNATIONAL, LLC

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

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

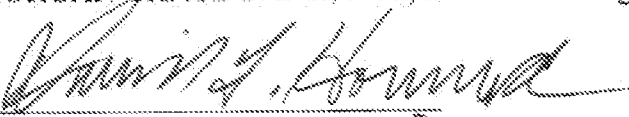
By: _____
Name:
Title:
Date:

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.

MAKO MARINE INTERNATIONAL, LLC

By: _____
Name:
Title:
Date:

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

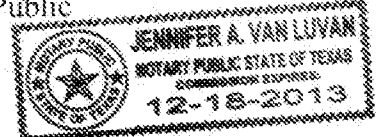
By: 
Name: DAVID L. HOWARD
Title: AUTHORIZED OFFICER
Date: 11/19/12

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 19 day of November, 2012, before me personally came David V. Howard, who is personally known to me to be the Authorizing Officer of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the _____ in 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.

Jennifer Van Luvan
Notary Public



(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration/Serial No.</u>
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