

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Timber Outdoors Holding Company, LLC		01/16/2015	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3169181	TRUETIMBER	
Registration Number:	4584930	TC	
Serial Number:	86207016	TIMBERFIRE	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Genevieve Dorment, 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:	Genevieve Dorment		
SIGNATURE:	/gd/		
DATE SIGNED:	03/13/2015		
Total Attachments: 5			

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 16, 2015 is made by TRUE TIMBER OUTDOORS HOLDING COMPANY, LLC, a South Carolina limited liability company, located at 2500 East Kearney, 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 Revolving Credit Agreement, dated as of April 12, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Bass Pro Group, LLC, Bass Pro Shops Canada ULC (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 Grantors have 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 (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 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 thereunto duly authorized as of the day and year first above written.

TRUE TIMBER OUTDOORS HOLDING COMPANY, LLC, as Grantor

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:

[Signature Page to Grant of Security Interest in Trademark Rights (ABL)]

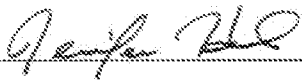
TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUE TIMBER OUTDOORS HOLDING COMPANY, LLC, as Grantor

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

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


By:  _____
Name: Jennifer Heard
Title: Authorized Officer
Date: 1-13-15

[Signature Page to Grant of Security Interest in Trademark Rights (ABL)]

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Schedule A

U.S. Trademark Registrations and Applications
and U.S. exclusive Trademark Licenses

<u>Title</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
TRUETIMBER	3,169,181	11/7/2006
TC 	4,584,930	8/12/2014
TIMBERFIRE	86/207016	2/28/2014