

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459138

|  |   |                              |                                     |
|--|---|------------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>                | NEW ASSIGNMENT  |                              |                                     |
| <b>NATURE OF CONVEYANCE:</b>           | SECURITY INTEREST   |                              |                                     |
| <b>CONVEYING PARTY DATA</b>            |   |                              |                                     |
| <b>Name</b>                            | <b>Formerly</b>   | <b>Execution Date</b>        | <b>Entity Type</b>                  |
| Bass Pro Intellectual Property, L.L.C. |   | 01/18/2018                   | Limited Liability Company: MISSOURI |
| <b>RECEIVING PARTY DATA</b>            |   |                              |                                     |
| <b>Name:</b>                           | Wells Fargo Bank, National Association, as Collateral Agent |                              |                                     |
| <b>Street Address:</b>                 | One Boston Place  |                              |                                     |
| <b>City:</b>                           | Boston  |                              |                                     |
| <b>State/Country:</b>                  | MASSACHUSETTS   |                              |                                     |
| <b>Postal Code:</b>                    | 02108   |                              |                                     |
| <b>Entity Type:</b>                    | National Banking Association: UNITED STATES                 |                              |                                     |
| <b>PROPERTY NUMBERS Total: 26</b>      |   |                              |                                     |
| <b>Property Type</b>                   | <b>Number</b>   | <b>Word Mark</b>             |                                     |
| <b>Serial Number:</b>                  | 71140910  | REDHEAD                      |                                     |
| <b>Serial Number:</b>                  | 73159841  | UNCLE BUCK'S                 |                                     |
| <b>Serial Number:</b>                  | 74060726  | OFFSHORE ANGLER              |                                     |
| <b>Serial Number:</b>                  | 72465291  | BASS PRO SHOPS               |                                     |
| <b>Serial Number:</b>                  | 75080450  | OFFSHORE ANGLER              |                                     |
| <b>Serial Number:</b>                  | 75176899  | RED HEAD                     |                                     |
| <b>Serial Number:</b>                  | 76280481  | UNCLE BUCK'S                 |                                     |
| <b>Serial Number:</b>                  | 76444636  | UNCLE BUCK'S                 |                                     |
| <b>Serial Number:</b>                  | 78233369  | NATURAL REFLECTIONS          |                                     |
| <b>Serial Number:</b>                  | 78419821  | OUTDOOR WORLD                |                                     |
| <b>Serial Number:</b>                  | 78469231  | API OUTDOORS                 |                                     |
| <b>Serial Number:</b>                  | 78743403  | SPRING FISHING CLASSIC       |                                     |
| <b>Serial Number:</b>                  | 78743411  | FALL HUNTING CLASSIC         |                                     |
| <b>Serial Number:</b>                  | 74484522  | BASS PRO SHOPS OUTDOOR WORLD |                                     |
| <b>Serial Number:</b>                  | 74508315  | BASS PRO SHOPS OUTDOOR WORLD |                                     |
| <b>Serial Number:</b>                  | 74547505  | OUTDOOR WORLD                |                                     |
| <b>Serial Number:</b>                  | 74704916  | OUTDOOR WORLD                |                                     |
| <b>Serial Number:</b>                  | 74726757  | BASS PRO SHOPS OUTDOOR WORLD |                                     |
| <b>Serial Number:</b>                  | 74730583  | BASS PRO                     |                                     |
| <b>TRADEMARK</b>                       |   |                              |                                     |

CH \$665.00 71140910

| Property Type  | Number   | Word Mark                    |
|----------------|----------|------------------------------|
| Serial Number: | 75064448 | BASS PRO SHOPS OUTDOOR WORLD |
| Serial Number: | 75066262 | BASS PRO SHOPS OUTDOOR WORLD |
| Serial Number: | 75093527 | BASS PRO SHOPS OUTDOOR WORLD |
| Serial Number: | 75173202 | BASS PRO SHOPS               |
| Serial Number: | 75173225 | BASS PRO SHOPS               |
| Serial Number: | 75173398 | BASS PRO SHOPS               |
| Serial Number: | 75173399 | BASS PRO SHOPS               |

**CORRESPONDENCE DATA**

Fax Number: 2139963305

*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.*

Phone: 213-683-6305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff

Address Line 1: 515 South Flower Street

Address Line 2: 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 93462.00003     |
| <b>NAME OF SUBMITTER:</b>      | William Wolff   |
| <b>SIGNATURE:</b>              | /William Wolff/ |
| <b>DATE SIGNED:</b>            | 01/23/2018      |

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of January 18, 2018, by Bass Pro Intellectual Property, L.L.C. (the “Grantor”), in favor of Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent (in such capacity, the “Collateral Agent”).

### W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain ABL Guarantee and Collateral Agreement dated as of September 25, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (ii) all goodwill associated therewith or symbolized thereby;
- (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security 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. Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BASS PRO INTELLECTUAL PROPERTY, L.L.C.,  
as Grantor

By: Larry K. Wilcher


Name: Larry K. Wilcher

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006255 FRAME: 0662**

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Michael Stavriakos  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006255 FRAME: 0663**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| <b>U.S. TRADEMARKS</b> |                 |                              |  |
|------------------------|-----------------|------------------------------|--|
| <b>SERIAL NO.</b>      | <b>REG. NO.</b> | <b>MARK</b>                  | <b>OWNER</b>                           |
| 71140910               | 157633          | REDHEAD                      | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 73159841               | 1104854         | UNCLE BUCK'S                 | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 74060726               | 1742353         | OFFSHORE ANGLER              | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 72465291               | 1116517         | BASS PRO SHOPS               | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75080450               | 2073535         | OFFSHORE ANGLER              | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75176899               | 2207956         | RED HEAD                     | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 76280481               | 2739595         | UNCLE BUCK'S                 | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 76444636               | 2812343         | UNCLE BUCK'S                 | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 78233369               | 2889005         | NATURAL REFLECTIONS          | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 78419821               | 3004038         | OUTDOOR WORLD                | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 78469231               | 3017657         | API OUTDOORS                 | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 78743403               | 3148631         | SPRING FISHING CLASSIC       | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 78743411               | 3148632         | FALL HUNTING CLASSIC         | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 74484522               | 1950067         | BASS PRO SHOPS OUTDOOR WORLD | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 74508315               | 1952297         | BASS PRO SHOPS OUTDOOR WORLD | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 74547505               | 2030655         | OUTDOOR WORLD                | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 74704916               | 2100712         | OUTDOOR WORLD                | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 74726757               | 2093520         | BASS PRO SHOPS OUTDOOR WORLD | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 74730583               | 2192947         | BASS PRO                     | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75064448               | 2192974         | BASS PRO SHOPS OUTDOOR WORLD | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75066262               | 2207865         | BASS PRO SHOPS OUTDOOR WORLD | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75093527               | 2487746         | BASS PRO SHOPS OUTDOOR WORLD | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75173202               | 2191778         | BASS PRO SHOPS               | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75173225               | 2193039         | BASS PRO SHOPS               | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75173398               | 2193041         | BASS PRO SHOPS               | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |
| 75173399               | 2081740         | BASS PRO SHOPS               | BASS PRO INTELLECTUAL PROPERTY, L.L.C. |