

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bass Pro Intellectual Property, L.L.C.		01/18/2018	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	135 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	71140910	REDHEAD	
Serial Number:	73159841	UNCLE BUCK'S	
Serial Number:	74060726	OFFSHORE ANGLER	
Serial Number:	72465291	BASS PRO SHOPS	
Serial Number:	75080450	OFFSHORE ANGLER	
Serial Number:	75176899	RED HEAD	
Serial Number:	76280481	UNCLE BUCK'S	
Serial Number:	76444636	UNCLE BUCK'S	
Serial Number:	78233369	NATURAL REFLECTIONS	
Serial Number:	78419821	OUTDOOR WORLD	
Serial Number:	78469231	API OUTDOORS	
Serial Number:	78743403	SPRING FISHING CLASSIC	
Serial Number:	78743411	FALL HUNTING CLASSIC	
Serial Number:	74484522	BASS PRO SHOPS OUTDOOR WORLD	
Serial Number:	74508315	BASS PRO SHOPS OUTDOOR WORLD	
Serial Number:	74547505	OUTDOOR WORLD	
Serial Number:	74704916	OUTDOOR WORLD	
Serial Number:	74726757	BASS PRO SHOPS OUTDOOR WORLD	
Serial Number:	74730583	BASS PRO	
TRADEMARK			

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: 2136836305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff

Address Line 1: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	93462.00003
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	01/24/2018

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 Bank of America, N.A., 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 Term Loan 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.

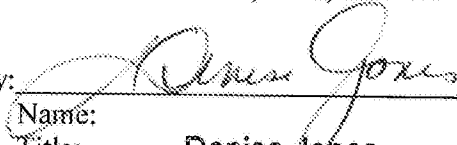
BASS PRO INTELLECTUAL PROPERTY,
L.L.C.,
as Grantor

By: Larry K. Wilcher
Name: Larry K. Wilcher
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006256 FRAME: 0787

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: _____
Title: Denise Jones
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006256 FRAME: 0788

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. TRADEMARKS			
SERIAL NO.	REG. NO.	MARK	OWNER
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.