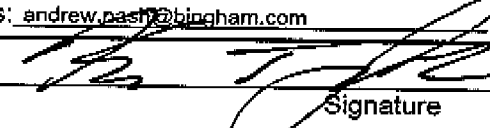


RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): Bass Pro Trademarks, L.L.C. Execution Date(s) <u>July 8, 2004</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Back Bay Capital Funding LLC</u> Internal Address: _____ Street Address: <u>40 Broad Street</u> City: <u>BOSTON</u> State: <u>MASSACHUSETTS</u> Country: <u>U.S.A.</u> Zip: <u>02109</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) _____ see attached Exhibit A Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Andrew Nash</u> Internal Address: <u>Bingham McCutchen LLP</u> Street Address: <u>150 Federal Street</u> City: <u>BOSTON</u> State: <u>MASSACHUSETTS</u> Zip: <u>02110</u> Phone Number: <u>617-951-8610</u> Fax Number: <u>617-951-8736</u> Email Address: <u>andrew.nash@bingham.com</u>	6. Total number of applications and patents involved: <u>6</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>240.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers <u>2155</u> Expiration Date <u>08/06</u> b. Deposit Account Number _____ Authorized User Name <u>Julie Tamburo</u>
9. Signature:  _____ Kevin T. Jarboe, Esq. _____ Name of Person Signing Date <u>July 14, 2004</u> Total number of pages including cover sheet, attachments, and documents: <u>12</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$240.00 6018901

EXHIBIT A

BPT's now owned or existing or hereafter acquired or arising registered patents and patent applications, including, without limitation:

<u>Patent Title</u>	Federal Registrations --	
	United States Patent and Trademark Office Patent No.	Issue Date
Fishing lure with spinner device	6018901	2/1/2000
Audible fishing lure having sound emitting chamber; for use in a body of water	5926995	7/27/1999
Vest garment with pivotable seat member	5620227	4/15/1997
Pivotable seat member for backpack frame	5381941	1/17/1995
Method of constructing a fishing lure blade and blade constructed thereby	4962610	10/16/1990
Sunglasses	D264094	4/27/1982

**PATENT AND PATENT
APPLICATIONS SECURITY AGREEMENT**

**Back Bay Capital Funding LLC
AGENT**

July 8, 2004

THIS PATENT AND PATENT APPLICATIONS SECURITY AGREEMENT (the
"Agreement") is made between

Back Bay Capital Funding LLC (in such capacity, the "**Agent**"), having offices at
40 Broad Street, Boston, Massachusetts 02109, as Agent for the lenders (the "**Lenders**")

and

Bass Pro Trademarks, L.L.C. (hereinafter, "**BPT**"), a Missouri limited liability
company with its principal executive offices at 2500 E. Kearney, Springfield, Missouri
65898

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** The Agent and the Lenders and Bass Pro, Inc., a Delaware corporation as Lead Borrower, and BPT, and Sportsman's Specialty Group, Inc.; and World Wide Sportsman, Inc.; and Bass Pro Outdoor World, L.L.C.; and Bass Pro Outdoors Online, L.L.C.; and BPS Catalog GP, Inc.; and BPS Catalog, L.P., and Sportsman's Distribution Company; and Out O' Site, LLC; and Bass Pro Alabama Development Company, LLC; and BPIP, LLC; and Islamorada Fish Company, L.L.C. (hereinafter, together with the Lead Borrower, collectively, the "**Borrowers**") have entered into a certain Term Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit facility has been established in favor of the Borrowers. The Borrowers' Liabilities are to be secured by, among other things, all of the Borrowers' assets, including all of BPT's Patent Collateral (defined herein). (Terms used herein which are defined in the Loan Agreement are used as so defined).
2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, BPT hereby creates and grants a security interest in favor of the Agent (for the ratable benefit of the Agent and the Lenders), with power of sale (which power of sale shall be exercisable only following

the occurrence of an Event of Default) in and to the following and all proceeds and products thereof (collectively, the **"Patent Collateral"**):

- a. All of BPT's now owned or existing or hereafter acquired or arising letters patent, patent applications, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with and symbolized by any such patents.
- b. All renewals of any of the foregoing.
- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- e. All of BPT's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF PATENTS COLLATERAL BY BPT:** BPT shall undertake the following with respect to each item respectively described in Sections 2:

- a. Pay all renewal fees and other fees and costs associated with maintaining the Patent Collateral and with the processing of the Patent Collateral.
- b. At BPT's sole cost, expense, and risk, pursue the prompt and diligent processing of each application for registration which is the subject of the security interest created herein, and not abandon or delay any such efforts, in each case where such action is determined to be beneficial to BPT's business, as determined by BPT in its business judgment, and such action will not materially adversely affect BPT's business.
- c. At BPT's sole cost, expense, and risk, take any and all action which the Agent deems desirable to protect the Patent Collateral, including, without limitation, but subject to the Agent's discretion, the prosecution and defense of infringement actions.

4. **BPT'S REPRESENTATIONS AND WARRANTIES:** BPT represents and warrants that:

- a. **EXHIBIT A** includes all of the Patent Collateral now owned by BPT.
- b. All Patent Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than to the Agent and other Customary Permitted Encumbrances.

- c. BPT shall give the Agent written notice (with reasonable detail) within thirty (30) days following the occurrence of any of the following:
 - i. BPT's obtaining rights to, and filing applications for registration of, any new patents, or otherwise acquires ownership of any new patents or patent applications (other than BPT's right to sell products containing the patents of others in the ordinary course of BPT's business).
 - ii. BPT's becoming entitled to the benefit of any patents or patent applications, whether as licensee or licensor (other than BPT's right to sell products containing the patents of others in the ordinary course of BPT's business).
 - iii. BPT's entering into any new patent license agreement.

5. AGREEMENT APPLIES TO FUTURE PATENTS:

- a. The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Patent Collateral" within the meaning of this Agreement.
- b. BPT hereby authorizes the Agent to take all such action to protect the Agent's interest in and concerning any future patents or patent applications, written notice of which is so given, *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. BPT'S RIGHTS TO ENFORCE PATENT COLLATERAL: Prior the Agent's giving of notice to BPT following the occurrence and during the continuation of an Event of Default, BPT shall have the exclusive right to sue for past, present and future infringement of the Patent Collateral including the right to seek injunctions and/or money damages, in an effort by BPT to protect the Patent Collateral against encroachment by third parties, *provided, however*:

- a. BPT first provides the Agent with written notice of BPT's intention to so sue for enforcement of any Patent Collateral.
- b. Any money damages awarded or received by BPT on account of such suit (or the threat of such suit) shall constitute Patent Collateral.
- c. Following the occurrence of any Event of Default, the Agent, by notice to BPT may terminate or limit BPT's rights under this Section 6.

7. AGENT'S ACTIONS TO PROTECT PATENT COLLATERAL: In the event of

- a. BPT's failure, within Five (5) days of written notice from the Agent, to cure any failure by BPT to perform any of BPT's obligations set forth in Section 3; and/or
- b. the occurrence and continuation of any Event of Default,

the Agent, acting in its own name, on behalf of the Lenders, or in that of BPT, may (but shall not be required to) act in BPT's place and stead and/or in the Agent's own right in connection therewith.

8. **RIGHTS UPON DEFAULT:** Upon the occurrence and during the continuation of any Event of Default, the Agent, on behalf of the Lenders, may exercise all rights and remedies of a secured party upon default under applicable law, including, without limitation, under the Uniform Commercial Code as adopted in Massachusetts, with respect to the Patent Collateral, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Patent Collateral. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **AGENT AS ATTORNEY IN FACT:**

- a. BPT hereby irrevocably constitutes and designates the Agent as and for BPT's attorney in fact, effective following the occurrence and during the continuation of any Event of Default:
 - i. To exercise any of the rights and powers referenced in Sections 3 and 5.
 - ii. To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Patent Collateral.
- b. The grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.
- c. The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by sub-section a herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to BPT for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent, willful misconduct or in actual bad faith.

10. **AGENT'S RIGHTS:**

- a. Any use by the Agent of the Patent Collateral, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with BPT's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- b. None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Patent Collateral, which rights are effective only following the occurrence of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Patent Collateral. The Agent, on behalf of the Lenders, shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the Patent Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the Patent Collateral and the Loan Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

WITNESS WHEREOF, BPT and the Agent respectively have caused this Agreement
ited by their respective duly authorized officers as of the date first above written.

BASS PRO TRADEMARKS, L.L.C.
("BPT")

By its Sole Member
Bass Pro, Inc.

By: 

Name: Jim Hagale

Title: President and Chief Operating Officer

BACK BAY CAPITAL FUNDING LLC
("Agent")

By: _____

Name: Michael Pizette

Title: Managing Director

WITNESS WHEREOF, BPT and the Agent respectively have caused this Agreement
executed by their respective duly authorized officers as of the date first above written.

BASS PRO TRADEMARKS, L.L.C.
("BPT")
By its Sole Member
Bass Pro, Inc.

By: _____

Name: Jim Hagale

Title: _____

BACK BAY CAPITAL FUNDING LLC
("Agent")

By: _____ 

Name: Michael Pizette

Title: Managing Director

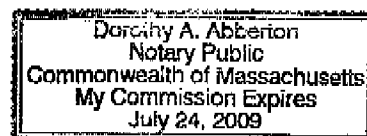
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH ~~OR STATE~~ OF Mass.)
COUNTY OF Suffolk) ss.

On this 7th day of July, 2004, before me, the undersigned notary public, personally appeared James A. Hagale, proved to me through satisfactory evidence of identification, which were FL driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as President for ★, a _____).

Dorothy A. Abberton
(official signature and seal of notary)

My commission expires:



★ Bass Pro, Inc., as Sole Member of
Bass Pro Trademarks, L.L.C., a
Missouri limited liability company.

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OR STATE OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 30 day of July, 2004, before me, the undersigned notary public, personally appeared MICHAEL FIZETTE, proved to me through satisfactory evidence of identification, which were MASSACHUSETTS DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as MANAGING DIRECTOR for BACKBAY CAPITAL, a AGENT).

Patricia A. Mallard
(official signature and seal of notary)

My commission expires: DECEMBER 17, 2004



PATRICIA A. MALLARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 17, 2004

EXHIBIT A

BPT's now owned or existing or hereafter acquired or arising registered patents and patent applications, including, without limitation:

<u>Patent Title</u>	Federal Registrations --	
	United States Patent and Trademark Office Patent No.	Issue Date
Fishing lure with spinner device	6018901	2/1/2000
Audible fishing lure having sound emitting chamber; for use in a body of water	5926995	7/27/1999
Vest garment with pivotable seat member	5620227	4/15/1997
Pivotable seat member for backpack frame	5381941	1/17/1995
Method of constructing a fishing lure blade and blade constructed thereby	4962610	10/16/1990
Sunglasses	D264094	4/27/1982