

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Security Interest in Patent Rights - Term Loan

CONVEYING PARTY DATA

Name	Execution Date
Bass Pro Intellectual Property, L.L.C.	04/12/2010

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative and Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	12388271
Application Number:	12275691
Patent Number:	D601334
Application Number:	61073237
Application Number:	12249555
Application Number:	12112022
Patent Number:	6018901
Patent Number:	5926995
Patent Number:	5620227
Patent Number:	5381941

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

OP \$400.00 12388271

501222395

PATENT
REEL: 024626 FRAME: 0642

Correspondent Name:	Mindy M. Lok, 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
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NAME OF SUBMITTER:	Mindy M. Lok
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Total Attachments: 7 source=BPTTm#page1.tif source=BPTTm#page2.tif source=BPTTm#page3.tif source=BPTTm#page4.tif source=BPTTm#page5.tif source=BPTTm#page6.tif source=BPTTm#page7.tif
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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of April 12, 2010 is made by BASS PRO INTELLECTUAL PROPERTY, L.L.C., a Missouri limited liability company, located at 2500 E. Kearney, Springfield, MO 65898 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative and 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 April 12, 2010 (as amended, restated, 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 Grantor has executed and delivered a Pledge and Security Agreement, dated as of April 12, 2010, in favor of the Collateral Agent on behalf of the Secured Parties (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, 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 Patents; 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 Patents (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 or authorized signatories thereunto duly authorized as of the day and year first above written.

BASS PRO INTELLECTUAL PROPERTY, L.L.C.

By: Larry K. Wilkin
Name:
Title:

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

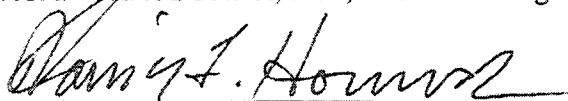
By: _____
Name:
Title:

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

BASS PRO INTELLECTUAL PROPERTY, L.L.C.

By: _____
Name:
Title:

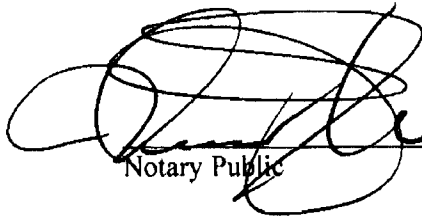
JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties


By: 
Name: David L. Howard
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On the 10 day of JUNE, 2010, before me personally came _____, who is personally known to me to be an authorized signatory of BASS PRO INTELLECTUAL PROPERTY, L.L.C., a Missouri limited liability company; who, being duly sworn, did depose and say that she/he is a duly authorized signatory of 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.


Notary Public



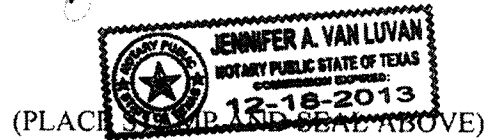
(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 9 day of June, 2010, before me personally came David Howard,
who is personally known to me to be the Managing Director 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 national banking association, the national
banking association described in and which executed the foregoing instrument; that she/he
executed and delivered said instrument pursuant to authority given by the Board of Directors of
such national banking association; and that she/he acknowledged said instrument to be the free
act and deed of said national banking association.

Jennifer Van Luvan
Notary Public



Schedule A

U.S. Patent Registrations and Applications

<u>Patent Title</u>	<u>Patent #/Application Number</u>
Double Fishing Lure	12/388271
Fishing Lure that Simulates a Dying Fish	12/275691
Sole Design	D601334/ 29/326068
Fishing Lure	61/073237
	12/249555
Backpack Strap with Light	12/112022
Fishing Lure with Spinner Device	6018901/ 09164180
Audible Fishing Lure having a Sound Emitting Chamber	5926995/ 08862121
Vest Garment with Pivotal Seat Member	5620227/ 08625753
Pivotal Seat Member for Backpack Frame	5381941/ 08144130