

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Bass Pro Intellectual Property, L.L.C.	06/13/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	101 South Tryon Street
Internal Address:	NC1-002-15-36
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12914527
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(704)444-8847
Phone:	704-343-2000
Email:	ksaltrick@mcguirewoods.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Staci E. Rosche, Esq./McGuireWoods LLP
Address Line 1:	201 North Tryon Street
Address Line 4:	Charlotte, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	(5) 4452178-0515 <input type="checkbox"/> KBS-AM
NAME OF SUBMITTER:	Staci E. Rosche, Esq./McGuireWoods LLP
<b>Total Attachments: 7</b> source=Patents Coversheet and Attachments - Bass Pro - BOA - 5#page1.tif source=Patents Coversheet and Attachments - Bass Pro - BOA - 5#page2.tif source=Patents Coversheet and Attachments - Bass Pro - BOA - 5#page3.tif source=Patents Coversheet and Attachments - Bass Pro - BOA - 5#page4.tif source=Patents Coversheet and Attachments - Bass Pro - BOA - 5#page5.tif source=Patents Coversheet and Attachments - Bass Pro - BOA - 5#page6.tif source=Patents Coversheet and Attachments - Bass Pro - BOA - 5#page7.tif	

**OP \$40.00 12914527**

### 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)**

Bass Pro Intellectual Property, L.L.C.

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Bank of America, N.A., as Collateral Agent

Internal Address: Mailcode: NC1-002-15-36

Street Address: 101 South Tryon Street

City: Charlotte

State: North Carolina

Country: USA

Zip: 28255

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 06/13/2011

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/914,527 - Crawfish Fishing Lure

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Staci Rosche, Esq. / McGuireWoods LLP

Internal Address: \_\_\_\_\_

Street Address: 201 North Tryon Street

City: Charlotte

State: North Carolina

Zip: 28202

Phone Number: 704-343-2000

Fax Number: 704-444-8847

Email Address: srosche@mcguirewoods.com or ksattrick@mcguirewoods.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Larry K. Wilcher  
Signature

9-28-11

Date

Larry K. Wilcher  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:  7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Copy of the Executed  
**Grant of Security Interest in Patents to be attached.**

**GRANT OF SECURITY INTEREST IN  
PATENT RIGHTS**

This **GRANT OF SECURITY INTEREST IN PATENT RIGHTS** ("Agreement"), effective as of June 13, 2011 is made by **BASS PRO INTELLECTUAL PROPERTY, L.L.C.**, Missouri limited liability company, located at 2500 E. Kearney Street, Springfield, Missouri 65898 (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, as Collateral Agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders"), party to the Amended and Restated Term Loan Credit Agreement, dated as of June 13, 2011 (as amended, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among Bass Pro Group, LLC (the "Borrower"), each of the other grantors party thereto and the Collateral Agent.

WITNESSETH:

WHEREAS, reference is made to (a) that certain Term Loan Credit Agreement, dated as of April 12, 2010 (as amended, restated or otherwise modified prior to the date of the Amended and Restated Credit Agreement, the "Existing Credit Agreement"), among the Borrower, the subsidiary guarantors party thereto, certain financial institutions from time to time party thereto as lenders and/or agents, and JPMorgan Chase Bank, N.A. ("JPMorgan"), as Administrative Agent and Collateral Agent thereunder, and (b) that certain Ratification and Acknowledgement Agreement, dated as of even date with the Amended and Restated Credit Agreement (the "Ratification"), among the Grantor, the several other grantors party thereto, and the Collateral Agent.

WHEREAS, pursuant to the Amended and Restated 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, 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, pursuant to the Amended and Restated Credit Agreement and the Agency Assignment and Assumption Agreement dated as of even date therewith, JPMorgan has agreed to (a) resign as, and assign to Bank of America, N.A., all of its rights, title, interests and obligations as, Administrative Agent and Collateral Agent under the Existing Credit Agreement and other Loan Documents (as defined thereunder) and (b) Bank of America, N.A. has agreed to assume all such rights and obligations from JPMorgan; and

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Grantor has executed and delivered the Ratification reaffirming such continuing security interest;

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 Amended and Restated 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 Amended and Restated 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 Borrower for the purpose of assigning and/or 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 Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms and the terms of the Ratification.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Amended and Restated 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.

**BASS PRO INTELLECTUAL PROPERTY,  
L.L.C.**

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

**BANK OF AMERICA, 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 thereunto duly authorized as of the day and year first above written.

**BASS PRO INTELLECTUAL PROPERTY,  
L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK OF AMERICA, N.A., as Collateral Agent  
for the Secured Parties**

By: Erik M. Truette  
Name: Erik M. Truette  
Title: Assistant Vice President

**Schedule A**

**U.S. Patent Registrations and Applications**

<b>Patent Title</b>	<b>Patent #</b>
Crawfish Fishing Lure	12/914,527

131923151.1