

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Tracker Marine, L.L.C.	11/20/2012

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002

PROPERTY NUMBERS Total: 19

Property Type	Number
Application Number:	12580143
Application Number:	12603940
Application Number:	11539890
Application Number:	12186230
Patent Number:	7302906
Patent Number:	7393494
Patent Number:	7409920
Patent Number:	7160498
Patent Number:	7597061
Application Number:	12553833
Patent Number:	7469165
Patent Number:	6629507
Patent Number:	D454829
Patent Number:	6532889
Patent Number:	6810617

CH \$760.00 12580143

Patent Number:	7107920
Patent Number:	4957056
Patent Number:	4974537
Patent Number:	5010836

**CORRESPONDENCE DATA**

Fax Number: 2124552502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-2024  
Email: ksolomon@stblaw.com  
Correspondent Name: Corina Gugler, 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:	Corina Gugler
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**Total Attachments: 7**  
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GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (“Agreement”), effective as of November 20, 2012 is made by TRACKER MARINE, L.L.C., a Missouri limited liability company, located at 2500 E. Kearney Street, Springfield, Missouri 65898 (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., as 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 November 20, 2012 (as amended, 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 Grantors have executed and delivered a Security Agreement, dated as of November 20, 2012, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, 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 Borrower 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 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.

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 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.

TRACKER MARINE, L.L.C.

By: Larry K. Wilcher  
Name: Larry K. Wilcher  
Title: Secretary  
Date:

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

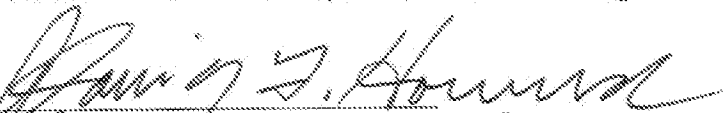
By: \_\_\_\_\_  
Name:  
Title:  
Date:

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.

TRACKER MARINE, L.L.C.

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

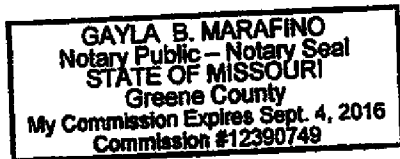
JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties

By:   
Name: DAVID L. HOWARD  
Title: AUTHORIZED OFFICER  
Date: 11/19/12

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI     )  
  ) ss  
COUNTY OF GREENE     )

On the 20th day of November, 2012, before me personally came Larry K. Wilcher, who is personally known to me to be the Secretary of TRACKER MARINE, L.L.C., a Missouri limited liability company; who, being duly sworn, did depose and say that he is the Secretary in such company, the company described in and which executed the foregoing instrument; that 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 he acknowledged said instrument to be the free act and deed of said company.



*Gayla B. Marafino*  
Notary Public

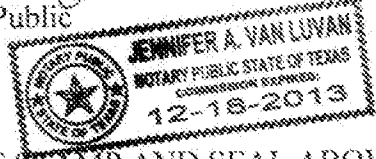
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ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas )  
 ) ss  
COUNTY OF Dallas )

On the 19 day of November, 2012, before me personally came DAVID L. HOWARD, who is personally known to me to be the Authorized Officer 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 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.

Jennifer Van Luvan  
Notary Public



(PLACE STAMP AND SEAL ABOVE)



**Schedule A**

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

<u>Patent Title</u>	<u>Patent #/Application Number</u>
Rotary Engine Jet Boat (Case type: PRI)  (Case type: CON)	12/580143  12/603940
Trolling Motor Cable Cover	11/539890  12/186230
Boat Construction with Stowable Seat	7302906/ 11/616708
Closed Molding Tool (Case Type:CON)  (Case type: CIP)  (Case type: NEW)	7393494/ 11/566970/ 7409920/ 11/428160 7160498/ 10/795858
Boat Hull with Channel Forming Member and Method of Manufacture (Case type: ORD) (Case type: CON)	7597061/ 11/554321  12/553833
Machined Part and Method of Manufacture	7469165/ 11/459766
Chine System for a Boat Hull	6629507/ 09/773077
Aluminum Boat	D454829/ 29/126426
Aluminum Fishing Boat	6532889/ 09/615615
Livewell Tank	6810617/ 09/451341
Insert for Forming a Stern Drive Passageway in a Watercraft	7107920/ 10/821140
Retractable Arrangement for Fishing Boat Console Components	4957056/ 07351397
Rod and Reel Holder for Fishing Boats	4974537 07351468
Livewell Valve for Fishing Boats	5010836/ 07385448