

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3265464

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT RIGHTS - TERM
CONVEYING PARTY DATA	
Name	Execution Date
PROJECT BOAT MANAGEMENT, LLC	03/02/2015
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN, 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D524706
Patent Number:	D499049
Patent Number:	D496307
Patent Number:	D495977
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>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.</i>	
Phone:	(212) 455-3605
Email:	ksolomon@stblaw.com
Correspondent Name:	GENEVIEVE DORMENT, 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
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/gd/
DATE SIGNED:	03/13/2015
Total Attachments: 5	
source=BP - Term Loan Patent Security Agreement (PBM)(EXECUTED)#page1.tif	
source=BP - Term Loan Patent Security Agreement (PBM)(EXECUTED)#page2.tif	

source=BP - Term Loan Patent Security Agreement (PBM)(EXECUTED)#page3.tif

source=BP - Term Loan Patent Security Agreement (PBM)(EXECUTED)#page4.tif

source=BP - Term Loan Patent Security Agreement (PBM)(EXECUTED)#page5.tif

PATENT

REEL: 035201 FRAME: 0675

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of March 2, 2015 is made by PROJECT BOAT MANAGEMENT, LLC, a Delaware limited liability company, located at 2500 East Kearney, 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 Pledge and Security Agreement, dated as of November 20, 2012, in favor of the Collateral Agent on behalf of the Secured Parties (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 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 thereunto duly authorized as of the day and year first above written.

PROJECT BOAT MANAGEMENT, LLC, as Grantor

By: Larry K. Wilcher

Name: Larry K. Wilcher

Title: Secretary

Date: March 2, 2015

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

By: _____

Name:

Title:

Date:

[Signature Page to Grant of Security Interest in Patent Rights (Project Boat Management, LLC -- Term Loan)]

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.

PROJECT BOAT MANAGEMENT, LLC, as Grantor

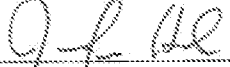
By: _____

Name: Larry K. Wilcher

Title: Secretary

Date:

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

By:  _____

Name: Jennifer Heard

Title: Authorized Officer

Date: 2-12-15

Schedule A

U.S. Patent Registrations and Applications
and U.S. exclusive Patent Licenses

Patent	App. No. App. Date	Reg. No. Reg. Date
Boat Console	29/185,672 07/01/03	Des524,706 07/11/06
Front Trailer Step	29/181,872 05/16/03	Des499,049 11/30/04
Rear Trailer Step	29/181,967 05/16/03	Des496,307 09/21/04
Side Trailer Step	29/181,908 05/16/03	Des495,977 09/14/04