

| |
|--------------------------------------|
| PATENT ASSIGNMENT COVER SHEET |
|--------------------------------------|

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4794559

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------|----------------|
| CABELA'S LLC | 01/25/2018 |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT |
| Street Address: | ONE BOSTON PLACE |
| City: | BOSTON |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02108 |

PROPERTY NUMBERS Total: 47

| Property Type | Number |
|----------------|---------|
| Patent Number: | 5983552 |
| Patent Number: | 6148459 |
| Patent Number: | 6343432 |
| Patent Number: | 5985381 |
| Patent Number: | 6173463 |
| Patent Number: | 6233765 |
| Patent Number: | 6640413 |
| Patent Number: | 6543465 |
| Patent Number: | 7707658 |
| Patent Number: | 6668381 |
| Patent Number: | 7543338 |
| Patent Number: | 7137221 |
| Patent Number: | 7195025 |
| Patent Number: | 8112819 |
| Patent Number: | 8032949 |
| Patent Number: | 7832067 |
| Patent Number: | 8720101 |
| Patent Number: | 8819864 |
| Patent Number: | 8474391 |
| Patent Number: | 9538796 |

PATENT

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 9409629 |
| Patent Number: | D516787 |
| Patent Number: | D675279 |
| Patent Number: | D675280 |
| Patent Number: | D735445 |
| Patent Number: | D728233 |
| Patent Number: | D705387 |
| Patent Number: | D711086 |
| Patent Number: | D712994 |
| Patent Number: | D739997 |
| Patent Number: | D757412 |
| Patent Number: | D790176 |
| Application Number: | 13231432 |
| Application Number: | 14189931 |
| Application Number: | 14484175 |
| Application Number: | 14529022 |
| Application Number: | 14543222 |
| Application Number: | 14818154 |
| Application Number: | 14938328 |
| Application Number: | 15088420 |
| Application Number: | 15202291 |
| Application Number: | 15235578 |
| Application Number: | 15305307 |
| Application Number: | 29595648 |
| Application Number: | 29572759 |
| Application Number: | 29520167 |
| Application Number: | 29574773 |

CORRESPONDENCE DATA

Fax Number: (213)996-3305
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.
Phone: 2136836305
Email: williamwolff@paulhastings.com
Correspondent Name: WILLIAM WOLFF C/O PAUL HASTINGS LLP
Address Line 1: 515 S. FLOWER ST.,
Address Line 2: 25TH FLOOR
Address Line 4: LOS ANGELES, CALIFORNIA 90071

| | |
|--------------------|---------------|
| NAME OF SUBMITTER: | WILLIAM WOLFF |
|--------------------|---------------|

| | |
|---|-----------------|
| SIGNATURE: | /William Wolff/ |
| DATE SIGNED: | 01/25/2018 |
| Total Attachments: 6 source=Bass Pro - ABL Patent Security Agreement - Cabela's LLC [Executed]#page1.tif source=Bass Pro - ABL Patent Security Agreement - Cabela's LLC [Executed]#page2.tif source=Bass Pro - ABL Patent Security Agreement - Cabela's LLC [Executed]#page3.tif source=Bass Pro - ABL Patent Security Agreement - Cabela's LLC [Executed]#page4.tif source=Bass Pro - ABL Patent Security Agreement - Cabela's LLC [Executed]#page5.tif source=Bass Pro - ABL Patent Security Agreement - Cabela's LLC [Executed]#page6.tif | |

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is dated as of January 25, 2018, by Cabela's LLC, formerly known as Cabela's Incorporated (the "Grantor"), in favor of Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain ABL Guarantee and Collateral Agreement dated as of September 25, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

- (a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I;
- (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Patent Security 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 Grantor authorizes and requests that the Commissioner of Patents record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature pages follow]


IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CABELA'S LLC,
as Grantor

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

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Michael Stavrakos
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 045152 FRAME: 0805

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

| U.S. PATENTS | | | | |
|---------------------|-----------------|-----------------|---|---------------------|
| APP NO. | PAT. NO. | PUB. NO. | TITLE | RECORD OWNER |
| 08942628 | 5983552 | | ANIMAL FIGURE | CABELA'S LLC |
| 09124390 | 6148459 | | ORGANIZER | CABELA'S LLC |
| 09130710 | 6343432 | | ANIMAL DECOY | CABELA'S LLC |
| 09201316 | 5985381 | | METHODS FOR INCREASING A CAMOUFLAGING EFFECT AND ARTICLES SO PRODUCED | CABELA'S LLC |
| 09222334 | 6173463 | | COT ACCESSORY | CABELA'S LLC |
| 09489419 | 6233765 | | ORGANIZER | CABELA'S LLC |
| 09512544 | 6640413 | | METHOD OF MAKING A HUNTING DECOY | CABELA'S LLC |
| 09854506 | 6543465 | 20020104841 | FOLDABLE BOARD FOR ARRANGING SMALL ARTICLES IN A TENT | CABELA'S LLC |
| 10106681 | 7707658 | 20020138893 | GARMENTS WITH STRETCH FABRICS | CABELA'S LLC |
| 10107227 | 6668381 | 20020142112 | THREE DIMENSIONAL CAMOUFLAGE GARMENT | CABELA'S LLC |
| 10687228 | 7543338 | 20040078865 | GARMENTS WITH STRETCH FABRICS | CABELA'S LLC |
| 10755050 | 7137221 | 20050150149 | SPINNING DECOY DEVICE | CABELA'S LLC |
| 10758131 | 7195025 | 20050109382 | WATERPROOF STRUCTURE OF TENT DOOR AND METHOD FOR FORMING THE SAME | CABELA'S LLC |
| 11456799 | 8112819 | 20080282440 | THREE-DIMENSIONAL CAMOUFLAGE GARMENT | CABELA'S LLC |
| 11778134 | 8032949 | | GARMENT ASSEMBLY WITH DEPLOYABLE SEAT | CABELA'S LLC |
| 12017854 | 7832067 | 20090274878 | THREE-DIMENSIONAL CAMOUFLAGE PATTERN | CABELA'S LLC |
| 13228076 | 8720101 | 20130061508 | SHOOTING BENCH | CABELA'S LLC |
| 13231432 | | 20120000003 | GARMENT ASSEMBLY WITH DEPLOYABLE SEAT | CABELA'S LLC |
| 13325744 | 8819864 | 20130152263 | WADER | CABELA'S LLC |
| 13396542 | 8474391 | | TROLLING PLATE ASSEMBLY | CABELA'S LLC |
| 14189931 | | 20140242358 | CAMOUFLAGE MATERIAL AND METHOD OF MAKING AND USING SAME | CABELA'S LLC |
| 14315125 | 9538796 | 20140304884 | SINGLE-STRAP WADER | CABELA'S LLC |
| 14484175 | | 20140373249 | GARMENT ASSEMBLY WITH DEPLOYABLE SEAT | CABELA'S LLC |
| 14529022 | | 20150122187 | COLLAPSIBLE FEEDER | CABELA'S LLC |
| 14543222 | | 20150136113 | HOPPER FOR A PELLET GRILL | CABELA'S LLC |
| 14572337 | 9409629 | 20150166144 | BOAT COVER WITH AN INTERIOR STRAP STRUCTURE | CABELA'S LLC |
| 14818154 | | 20160037895 | BACKPACK FRAME | CABELA'S LLC |

| U.S. PATENTS | | | | |
|--------------|----------|-------------|---|--------------|
| APP NO. | PAT. NO. | PUB. NO. | TITLE | RECORD OWNER |
| 14938328 | | 20170127754 | FOOTWEAR WITH ZONED INSULATION | CABELA'S LLC |
| 15088420 | | 20160287038 | PORTABLE FOLDING TOILET CHAIR | CABELA'S LLC |
| 15202291 | | 20160311504 | BOAT COVER WITH AN INTERIOR STRAP STRUCTURE | CABELA'S LLC |
| 15235578 | | 20170042138 | MOTION DECOY WITH BIAXIAL WING BEAT | CABELA'S LLC |
| 15305307 | | 20170073537 | SYSTEM AND METHOD FOR APPLICATION OF CHROMIC COMPOSITIONS | CABELA'S LLC |
| 29199103 | D516787 | | BOOT UPPER PATTERN | CABELA'S LLC |
| 29401221 | D675279 | | COLLAPSED SHOOTING BENCH | CABELA'S LLC |
| 29401223 | D675280 | | SHOOTING BENCH | CABELA'S LLC |
| 29420154 | D735445 | | WADER | CABELA'S LLC |
| 29441672 | D728233 | | CAMERA CASE | CABELA'S LLC |
| 29443326 | D705387 | | SHOOTING BENCH COMPARTMENT | CABELA'S LLC |
| 29445695 | D711086 | | FOOTWEAR | CABELA'S LLC |
| 29459347 | D712994 | | PORTABLE ENCLOSURE | CABELA'S LLC |
| 29464789 | D739997 | | HEADWEAR | CABELA'S LLC |
| 29489570 | D757412 | | FOOTWEAR SOLE | CABELA'S LLC |
| 29563289 | D790176 | | FOOTWEAR SOLE | CABELA'S LLC |
| 29595648 | | | BRACKET | CABELA'S LLC |
| 29572759 | | | CANOPY ANCHOR | CABELA'S LLC |
| 29520167 | | | FOOTWEAR | CABELA'S LLC |
| 29574773 | | | FOOTWEAR | CABELA'S LLC |