


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ↔ ↔ ↔ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): OUT O' SITE, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>FLEET RETAIL GROUP INC.</u> Internal Address: _____ Street Address: <u>40 Broad Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02109</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>07/07/04</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) _____ _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher E. Kondracki</u> Internal Address: _____ _____ Street Address: <u>2001 Jefferson Davis, Hwy.</u> <u>Suite 1007</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22202</u>			6. Total number of applications and registrations involved: 9		
Internal Address: _____ _____ Street Address: <u>2001 Jefferson Davis, Hwy.</u> <u>Suite 1007</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22202</u>			7. Total fee (37 CFR 3.41).....\$ 240 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22202</u>			8. Deposit account number: <u>19-3545</u>		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Christopher E. Kondracki</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>07/16/04</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 10 </div>					

Total number of pages including cover sheet, attachments, and document: 10
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$240.00 193545 2134176

4. Application Number(s) or Registration Number(s):

Trademark/ Goods	Status Country Class	Application/ Registration Numbers	Application/ Registration Dates
API OUTDOORS INC. & Design Hunting and archery equipment, namely, hunting stands, hunting ropes, climbing belts, tree-climbing steps, step starters, "T" screws, T-screw wrenches, ladders, hunting blinds, hunting seats, and hunting game calls	Registered USA 28	75/220313 2134176	31-Dec-1996 03-Feb-1998
BABY GRAND Treestands for deer hunting	Registered USA 28	74/594483 1966396	03-Nov-1994 09-Apr-1996
GOLDEN BUCK Hunting and archery accessories, namely, climbing belts, hunting ropes, T-screw wrenches, tree climbing steps, deer calls and scent masking compositions; and hunting stands, namely treestands for deer hunting	Registered USA 28	74/594671 1982026	03-Nov-1994 25-Jun-1996
GRAND SLAM Treestands for deer hunting	Registered USA 28	76/209109 2614511	12-Feb-2001 03-Sep-2002
GRANDSTAND Treestands for deer hunting	Registered USA 28	74/617767 2010948	04-Jan-1995 22-Oct-1996
HI POINT Treestands for big game hunting	Registered USA 28	76/107409 2560257	11-Aug-2000 09-Apr-2002
LOCATOR LIGHT Remote controlled battery-operated lamps	Registered USA 11	75/245931 2188626	17-Feb-1997 08-Sep-1998
RAZORHOOK Hunting and skinning knives	Registered USA 8	74/602290 1931604	03-Nov-1994 31-Oct-1995
STACKIN' STIK Hunting equipment, namely, tree climbing equipment	Registered USA 28	74/617685 2012614	04-Jan-1995 29-Oct-1996

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**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

**Fleet Retail Group, Inc.
AGENT**

July 8, 2004

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (the "Agreement") is made between

Fleet Retail Group, Inc. (f/k/a Fleet Retail Finance Inc.), a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as agent (in such capacity, the "Agent") for a syndicate of revolving credit lenders (the "Revolving Credit Lenders"),

and

Out O' Site, LLC (hereinafter, the "Assignor"), a Missouri limited liability company with its principal executive offices at 2500 E. Kearney, Springfield, Missouri 65898,

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

- Background:** The Agent and the Revolving Credit Lenders, among others, have entered into a certain Amended and Restated Loan and Security Agreement of even date herewith (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "Restated Loan Agreement") with Bass Pro, Inc., a Delaware corporation, as Lead Borrower; and the Assignor; and Sportsman's Specialty Group, Inc.; and World Wide Sportsman, Inc.; and Bass Pro Outdoor World, L.L.C.; and Bass Pro Outdoors Online, L.L.C.; and BPS Catalog GP, Inc.; and BPS Catalog, L.P.; and Sportsman's Distribution Company; and BPIP, LLC; and Islamorada Fish Company, L.L.C.; and Bass Pro Alabama Development Company, LLC (hereinafter, together with the Lead Borrower, collectively, the "Borrowers"), pursuant to which the Revolving Credit Lenders have established a revolving credit facility in favor of the Borrowers. The Borrowers' Liabilities are to be secured by, among other things, all of the Borrowers' assets, including all of the Assignor's Marks (defined herein). (Terms used herein which are defined in the Restated Loan Agreement are used as so defined).
- Grant of Security Interest:** To secure the Liabilities, the Assignor hereby creates and grants a security interest in favor of the Agent (for the ratable benefit of the Agent and the Revolving Credit Lenders), with power of sale (which power of sale shall be

**TRADEMARK
REEL: 002894 FRAME: 0599**

exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds and products thereof (collectively, the "TM Collateral"):

- a. All of the Assignor's now owned or existing or hereafter acquired or arising trademarks, trademark applications arising under 15 U.S.C.A., Section 1051(a) or arising under 15 U.S.C.A., Section 1051(b) and for which a verified statement of use has been filed, service marks, registered service marks and service mark applications including, without limitation, those listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
 - b. All renewals of any of the foregoing.
 - c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
 - d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
 - e. All of Assignor's rights corresponding to any of the foregoing throughout the world.
3. Protection of Marks By Assignor: The Assignor shall undertake the following with respect to each items respectively described in Sections 2.a and 2.b (collectively, the "Marks"):
- a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
 - b. At the Assignor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts other than for obsolete Marks, in each case where such action is determined to be beneficial to Assignor's business, as determined by Assignor in its business judgment, and such action will not materially adversely affect the Assignor's business.
 - c. At the Assignor's sole cost, expense, and risk, take any and all action which the Agent deems reasonably necessary to protect the Marks, including, without limitation, but subject to the Agent's discretion, the prosecution and defense of infringement actions.
4. Assignor's Representations and Warranties: The Assignor represents and warrants that:

- a. EXHIBIT A includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Assignor.
 - b. All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than to the Agent and other Customary Permitted Encumbrances.
 - c. The Assignor shall give the Agent written notice (with reasonable detail) within Thirty (30) days following the occurrence of any of the following:
 - i. The Assignor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Assignor's right to sell products containing the trademarks of others in the ordinary course of Assignor's business).
 - ii. The Assignor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Assignor's right to sell products containing the trademarks of others in the ordinary course of Assignor's business).
 - iii. The Assignor's entering into any new trademark license agreement or service mark license agreement.
5. Agreement Applies to Future Marks:
- a. The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4.c, above (other than trademark applications arising under 15 U.S.C.A., Section 1051(b) and for which a verified statement of use has not been filed), all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.
 - b. The Assignor hereby authorizes the Agent to take all such action to protect the Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, provided, however, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.
6. Assignor's Rights To Enforce Marks: Prior the Agent's giving of notice to the Assignor following the occurrence and during the continuation of an Event of Default, the Assignor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Assignor to protect the Marks against encroachment by third parties, provided, however:

- a. The Assignor first provides the Agent with written notice of the Assignor's intention to so sue for enforcement of any Mark.
- b. Any money damages awarded or received by the Assignor on account of such suit (or the threat of such suit) shall constitute TM Collateral.
- c. Following the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Assignor, may terminate or limit the Assignor's rights under this Section 6.

7. Agent's Actions To Protect Marks: In the event of

- a. The Assignor's failure, within Five (5) days of written notice from the Agent, to cure any failure by the Assignor to perform any of the Assignor's obligations set forth in Section 3; and/or
- b. the occurrence and continuation of any Event of Default,

the Agent, acting in its own name, on behalf of the Revolving Credit Lenders, or in that of the Assignor, may (but shall not be required to) act in the Assignor's place and stead and/or in the Agent's own right in connection therewith.

8. Rights Upon Default: Upon the occurrence and during the continuation of any Event of Default, the Agent, on behalf of the Revolving Credit Lenders, may exercise all rights and remedies of a secured party upon default under applicable law, including, without limitation, under the Uniform Commercial Code as adopted in Massachusetts, with respect to the Marks, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. Agent As Attorney In Fact:

- a. The Assignor hereby irrevocably constitutes and designates the Agent as and for the Assignor's attorney in fact, effective following the occurrence and during the continuation of any Event of Default:
 - i. To exercise any of the rights and powers referenced in Sections 3 and 5.b.
 - ii. To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.
- b. The grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

- c. The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by sub-section (a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Assignor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been willful, grossly negligent or in actual bad faith.
10. Agent's Rights:
- a. Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Restated Loan Agreement shall be coextensive with the Assignor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- b. None of this Agreement, the Restated Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective only following the occurrence and during the continuance of any Event of Default.
11. Intent: It is intended that this Agreement supplement the Restated Loan Agreement. All provisions of the Restated Loan Agreement shall apply to the Marks. The Agent, on behalf of the Revolving Credit Lenders, shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Restated Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Restated Loan Agreement with respect to all other Collateral.
12. Choice of Laws: It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereto have caused this Agreement to be executed and their seals to be hereto affixed as of the date first above written.

ASSIGNOR:

Out O' Site, LLC

By: Bass Pro, Inc., its sole Member

By: 

Name: JAMES A. HAGALE

Title: PRESIDENT

AGENT:

FLEET RETAIL GROUP, INC. (f/k/a Fleet
Retail Finance Inc.)

By: James J. Ward
Name: James J. Ward
Title: Managing Director

Comm. of Mass.

Suffolk, ss

July 7, 2004

Then personally appeared the above named JAMES A. HAGALE the PRESIDENT of Bass Pro, Inc., the sole member Out O'Site, LLC, and acknowledged the foregoing to be the free act and deed of said Bass Pro, Inc., the sole member of Out O' Site, LLC, before me,

Sharon C. Basutt
Notary Public
My Commission Expires: Jan. 19, 2007

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this date, ~~June~~ ^{July} 7, 2004, before me, the undersigned notary public, personally appeared James J. Ward, a duly authorized Managing Director of Fleet Retail Group, Inc., who is personally known to me to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Sharon C. Basutt
Notary Public
My commission expires: Jan. 19, 2007

EXHIBIT A

**OUT O' SITE, LLC
TRADEMARK PORTFOLIO**

Trademark/Service Mark Registrations

Trademark/ Goods	Status Country Class	Application/ Registration Numbers	Application/ Registration Dates
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