

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS 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)/Execution Date(s):

Bass Pro Trademarks, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other Missouri limited liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Execution Date(s) July 8, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

see Exhibit A

B. Trademark Registration No.(s)

see Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Andrew Nash

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: BOSTON

State: MASSACHUSETTS Zip: 02110

Phone Number: 617-951-8610

Fax Number: 617-951-8736

Email Address: andrew.nash@bingham.com

6. Total number of applications and registrations involved:

84

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2130
Expiration Date 08/06

b. Deposit Account Number _____
Authorized User Name Dennis E. Marshall

9. Signature:

Kevin T. Jarboe, Esq.

Name of Person Signing

July 14, 2004

Date

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (703) 305-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

BPT's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

<u>Trademark or Service Mark</u>	Federal Registrations --	
	United States Patent and Trademark Office Registration No.	Registration Date
Ninja		
Uncle Buck's (stylized)	2818474	2/24/2004
Uncle Buck's	2812343	2/10/2004
Snak Trix	2807988	1/27/2004
Stik-O-Worm	2704270	4/8/2003
Uncle Buck's	2666191	12/24/2002
Lazer Blade	2739595	7/22/2003
Bass Madness	2419291	1/9/2001
Outdoor World	2274619	8/31/1999
Exciter	2654643	11/26/2002
Walleye Angler	2448075	5/1/2001
Gold Cup	2235524	3/23/1999
W.O.W. Wonders of the Outdoor World (and Design)	2262332	7/20/1999
Wonders of the Outdoor World	2196679	10/13/1998
Turkey Lounger	2156778	5/12/1998
Sensor-Grip	2135806	2/10/1998
Outdoor World Rod & Reel Repair	2138738	2/24/1998
Red Head (and Design)	2169129	6/30/1998
Bass Pro Shops (and Design)	2207956	12/8/1998
Bass Pro Shops (and Design)	2081740	7/22/1997
Bass Pro Shops (and Design)	2193041	10/6/1998
Bass Pro Shops (and Design)	2193039	10/6/1998
Johnny Morris' Great American Outdoor Store	2191778	9/29/1998
Bass Pro Shops Outdoor World (and Design)	2441193	4/3/2001
Offshore Angler (and Design)	2487746	9/11/2001
Bass Pro Shops Outdoor World (and Design)	2073535	6/24/1997
Bass Pro Shops Sportsman's Warehouse (and Design)	2207865	12/8/1998
Bass Pro Shops Outdoor World	2071417	6/17/1997
Outdoor Inn	2192974	10/6/1998
Remember, We All Live Downstream	2003159	9/24/1996
Bass Pro	2025204	12/24/1996
Squirmin' Worm	2192947	10/6/1998
Bass Pro Shops Outdoor World (and Design)	2002894	9/24/1996
Outdoor World	2093520	9/2/1997
The Tornado	2100712	9/30/1997
	1976153	5/28/1996

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Excel	1999224	9/10/1996
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American National Fish & Wildlife Museum	1975507	5/21/1996
Captain's Choice	1987646	7/16/1996
Nature's Course	2112604	11/11/1997
The Great Outdoors...Pass It On	2000325	9/10/1996
Big Cedar	1931087	10/31/1995
Outdoor World	2030655	1/14/1997
Buzzard Bar	1885496	5/21/1995
Devil's Pool Restaurant (and Design)	1942145	12/19/1995
Bass Pro Shops Outdoor World (and Design)	1952297	1/30/1996
Pro Qualifier	1889987	4/18/1995
Bass Pro Shops Outdoor World	1950067	1/23/1996
Royal Express	1949938	1/23/1996
Mega Cast	1797962	10/12/1993
Offshore Angler (and Design)	1742353	12/22/1992
Conservationist	1693238	6/9/1992
American Rod & Gun	1660447	10/8/1991
Tenderhead	1481715	3/22/1988
Bass Tracker (and Design)	1414154	10/21/1986
Puffer Belly	1264854	1/24/1984
Tournament Series	1215006	11/2/1982
Red Head (and Design)	1258330	11/22/1983
(miscellaneous design)	1255885	11/1/1983
Bone-Dry	1185872	1/12/1982
Uncle Buck's (stylized)	1104854	10/24/1978
Tight Lines	1094417	6/27/1978
Hog Handler	1022739	10/14/1975
Bass Pro Shops	1116517	4/10/1979
Stump Jumper	0731113	5/8/1962
Drybak (and Design)	0689146	12/1/1959
Drybak (and Design)	0400396	3/9/1943
Squaltex	0370063	8/15/1939
Red Head	1264756	1/24/1984
Islamorada Fish Company (goods)	2311359	1/25/2000
Islamorada Fish Company (services)	2340373	4/11/2000
Red Head (stylized)	0157633	8/15/1922
Red Head (stylized)	0240827	11/27/1927
Top of the Rock	2081858	7/22/1997

<u>PENDING</u> <u>Trademark or Service Mark</u>	<u>PENDING Federal Registrations --</u> <u>United States Patent and Trademark Office</u>	
	<u>Application No</u>	<u>Filing Date</u>
Outdoor World (and Design)	78-419821	5/17/2004
Sportsman's Choice (block letters)	78-419793	5/17/2004
Buck Legends (block letters)	78-353278	1/16/2004
Enticer	78-299224	9/11/2003
Sportsman's Center	78-299132	9/11/2003
Legendary Bass	78-293536	8/28/2003
Natural Reflections	78-233369	4/3/2003
Bass Pro Shops Fish Stiks	76-283193	7/11/2001
American Sportsman	76-207963	2/9/2001
World Wide Sportsman	75-692749	4/28/1999

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

**Back Bay Capital Funding LLC
AGENT**

July 8, 2004

THIS AGREEMENT is made between

Back Bay Capital Funding LLC (in such capacity, the "**Agent**"), having offices at 40 Broad Street, Boston, Massachusetts 02109, as Agent for the lenders (the "**Lenders**")

and

Bass Pro Trademarks, L.L.C. (hereinafter, "**BPT**"), 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:

1. **BACKGROUND:** The Agent and the Lenders and Bass Pro, Inc., a Delaware corporation as Lead Borrower, and BPT, 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 Out O' Site, LLC, and Bass Pro Alabama Development Company, LLC; and BPIP, LLC; and Islamorada Fish Company, L.L.C. (hereinafter, together with the Lead Borrower, collectively, the "**Borrowers**") have entered into a certain Term Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which the Lenders have made certain loans in favor of the Borrowers. The Borrowers' Liabilities are to be secured by, among other things, all of the Borrowers' assets, including all of BPT's Marks (defined herein). (Terms used herein which are defined in the Loan Agreement are used as so defined).
2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, BPT hereby creates and grants a security interest in favor of the Agent (for the ratable benefit of the Agent and the Lenders), with power of sale (which power of sale shall be 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 BPT'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 BPT's rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF MARKS BY BPT :** BPT 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 BPT'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 BPT's sole cost, expense, and risk, take any and all action which Agent deems desirable to protect the Marks, including, without limitation, but subject to Agent's discretion, the prosecution and defense of infringement actions.

4. **BPT'S REPRESENTATIONS AND WARRANTIES:** BPT 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 BPT.
- 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. BPT shall give the Agent written notice (with reasonable detail) within Thirty (30) days following the occurrence of any of the following:
 - i. BPT'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 BPT's right to sell products containing the trademarks of others in the ordinary course of BPT's business).

- ii. BPT'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 BPT's right to sell products containing the trademarks of others in the ordinary course of BPT's business).
- iii. BPT'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. BPT 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. BPT'S RIGHTS TO ENFORCE MARKS: Prior the Agent's giving of notice to BPT following the occurrence and during the continuation of an Event of Default, BPT 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 BPT to protect the Marks against encroachment by third parties, *provided, however*:

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

7. AGENT'S ACTIONS TO PROTECT MARKS: In the event of

- a. BPT's failure, within Five (5) days of written notice from the Agent, to cure any failure by BPT to perform any of BPT'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 Lenders, or in that of BPT, may (but shall not be required to) act in BPT'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 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. BPT hereby irrevocably constitutes and designates the Agent as and for BPT'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 BPT 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 grossly negligent, willful misconduct 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 Loan Agreement shall be coextensive with BPT's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

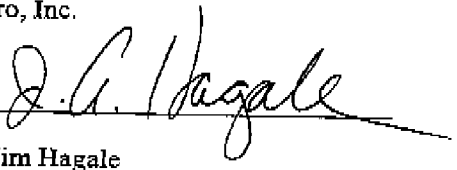
b. None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective only following the occurrence of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Agent, on behalf of the 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 Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the 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, BPT and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BASS PRO
TRADEMARKS, L.L.C.
("BPT")
By its Sole Member
Bass Pro, Inc.

BACK BAY CAPITAL FUNDING LLC
(The "Agent")

By 

By _____

Name Jim Hagale
Title President and
Chief Operating Officer

Name Michael Pizette
Title Managing Director

IN WITNESS WHEREOF, BPT and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BASS PRO
TRADEMARKS, L.L.C.
("BPT")
By its Sole Member
Bass Pro, Inc.

BACK BAY CAPITAL FUNDING LLC
(The "Agent")

By _____

By  _____

Name Jim Hagale
Title

Name Michael Pizette
Title Managing Director

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OR STATE OF Mass.)

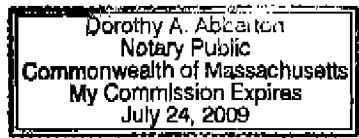
COUNTY OF Suffolk) ss.

On this 7th day of July, 2004 before me, the undersigned notary public, personally appeared James A. Hagale, proved to me through satisfactory evidence of identification, which were FL driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as President for Bass Pro, Inc. *, a Missouri limited liability company).

*, as Sole Member of
Bass Pro Trademarks, L.L.C.

Dorothy A. Abbeaton
(official signature and seal of notary)

My commission expires:



CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OR STATE OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

On this 30 day of JULY, 2004, before me, the undersigned notary public, personally appeared MICHAEL PIZETTE, proved to me through satisfactory evidence of identification, which were MASSACHUSETTS DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as MANAGING DIRECTOR for BACK BAY CAPITAL, a AGENT).

Patricia A. Mallard
(official signature and seal of notary)

My commission expires: DECEMBER 17, 2004



PATRICIA A. MALLARD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 17, 2004

EXHIBIT A

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BUSDOCS/1328237.6

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Top of the Rock	2081858	7/22/1997

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Natural Reflections	78-233369	4/3/2003
Bass Pro Shops Fish Stiks	76-283193	7/11/2001
American Sportsman	76-207963	2/9/2001
World Wide Sportsman	75-692749	4/28/1999