

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - ABL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ranger Boats, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
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		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3082741	BANSHEE	
Registration Number:	2409429	BAY RANGER	
Registration Number:	4538552	BUILT TO BE YOURS	
Registration Number:	2137276	CAYMAN	
Registration Number:	2321755	COMANCHE	
Registration Number:	1417385		
Registration Number:	2083193	COOL HUB	
Registration Number:	3229403	GHOST	
Registration Number:	3086203	HIGHEST QUALITY STRONGEST PERFORMING	
Registration Number:	2869243	ONE PIECE FEEL INTERLOC CONSTRUCTION	
Registration Number:	4399780	PRICED TO BE YOURS	
Registration Number:	902091	RANGER	
Registration Number:	1135100	RANGER	
Registration Number:	4352449	RANGER BOATS BEST BUILT BEST BACKED WARR	
Registration Number:	4455528	RANGER BOATS	
Registration Number:	4455553	RANGER BOATS	
Registration Number:	2964382	RANGER BOATS ROAD ARMOR EQUIPPED	
Registration Number:	2968234	RANGER CUP	
Registration Number:	2893150	RANGER CUP	
TRADEMARK			

CH \$715.00 3082741

Property Type	Number	Word Mark
Registration Number:	2869244	RANGER FIVE STAR ADVANTAGE
Registration Number:	1128240	RANGER TRAIL
Registration Number:	3072120	REATA
Registration Number:	2588389	RITE TRACK KEEL
Registration Number:	2698587	RITE-TRACK KEEL
Registration Number:	2964381	ROAD ARMOR EQUIPPED
Registration Number:	2944894	SIGNATURE QUALITY BY THE RANGER FAMILY
Registration Number:	2866603	SRS SOFT RIDE SEATING
Registration Number:	2869242	ZONE TEMPERED FIBERGLASS LAYUP

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (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: 7

source=BP - ABL Trademark Security Agreement (Ranger)(EXECUTED)#page1.tif
source=BP - ABL Trademark Security Agreement (Ranger)(EXECUTED)#page2.tif
source=BP - ABL Trademark Security Agreement (Ranger)(EXECUTED)#page3.tif
source=BP - ABL Trademark Security Agreement (Ranger)(EXECUTED)#page4.tif
source=BP - ABL Trademark Security Agreement (Ranger)(EXECUTED)#page5.tif
source=BP - ABL Trademark Security Agreement (Ranger)(EXECUTED)#page6.tif
source=BP - ABL Trademark Security Agreement (Ranger)(EXECUTED)#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 2, 2015 is made by RANGER BOATS, 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 Revolving Credit Agreement, dated as of April 12, 2010 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Bass Pro Group, LLC, Bass Pro Shops Canada ULC (collectively, the “Borrowers”), 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 Borrowers 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 the U.S. Pledge and Security Agreement, dated as of April 12, 2010, 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 Trademarks; 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 Borrowers 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 Trademarks (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.

RANGER BOATS, 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 Trademark Rights (Ranger Boats, LLC -- ABL)]


TRADEMARK
REEL: 005477 FRAME: 0649

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.

RANGER BOATS, LLC, as Grantor

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

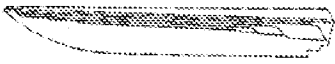


JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties









By:  _____
Name: Jennifer Heard
Title: Authorized Officer
Date: 2-12-15




{Signature Page to Grant of Security Interest in Trademark Rights (Ranger Boats, LLC -- ABL.)}

Schedule A

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

Mark	App. No. App. Date	Reg. No. Reg. Date
BANSHEE® (words only)	78624179 05/05/05	3082741 04/18/06
BAY RANGER® (words only)	75659971 03/15/99	2409429 11/28/00
BUILT TO BE YOURS® (words only)	85691647 07/31/12	4538552 5/27/14
CAYMAN® (words only)	75248145 02/26/97	2137276 02/17/98
COMANCHE® (words only)	75666205 03/23/99	2321755 02/22/00
Design only 	73531027 04/08/85	1417385 11/18/86
COOL HUB® (words only)	75045494 01/18/96	2083193 07/29/97
GHOST® (words only)	78853175 04/04/06	3229403 04/17/07
HIGHEST QUALITY STRONGEST PERFORMING® (& Design) 	78339725 12/11/03	3086203 04/25/06
ONE PIECE FEEL INTERLOC CONSTRUCTION® (& Design) 	78203353 01/15/03	2869243 08/03/04
PRICED TO BE YOURS® (words only)	85839661 02/04/13	4399780 9/10/13
RANGER® (words only)	72349000 01/19/70	0902091 11/10/70
RANGER® (words only)	73202865 02/02/79	1135100 05/13/80
RANGER BEST BUILT BEST BACKED WARRANTY® (& Design)	85517179 01/17/12	4352449 06/18/13

		
RANGER BOATS® (& Design) 	85440024 10/05/11	4455528 12/24/13
RANGER BOATS® (words only)	85460648 11/02/11	4455553 12/24/13
RANGER BOATS ROAD ARMOR EQUIPPED® (& Design) 	78271084 07/07/03	2964382 06/28/05
RANGER CUP® (& Design) Class 25 	78203348 01/15/03	2968234 07/12/05
RANGER CUP® (& Design) Class 16, 26, & 35 	78203531 1/15/03	2893150 10/12/04
Ranger Five Star Advantage® (& Design) 	78203354 01/15/03	2869244 08/03/04
RANGER TRAIL® (words only)	73188395 10/06/76	1128240 12/25/79
REATA® (words only)	78480269 09/08/04	3072120 03/21/06
Rite Track Keel® (& Design) 	76318194 09/26/01	2588389 07/02/02
RITE-TRACK KEEL® (words only)	76301526 08/20/01	2698587 03/18/03
ROAD ARMOR EQUIPPED® (& Design) 	78271080 07/07/03	2964381 06/28/05

<p>Signature Quality by the Ranger Family® (& Design)</p> 	<p>78203347 01/15/03</p>	<p>2944894 04/26/05</p>
<p>SRS Soft Ride Seating® (& Design)</p> 	<p>78/203352 01/15/03</p>	<p>2866603 07/27/04</p>
<p>Zone Tempered Fiberglass Layup® (& Design)</p> 	<p>78/203349 01/15/03</p>	<p>2869242 08/03/04</p>