

12-26-2000

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Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101562441

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

12-4-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/22/2000 GT0N11 00000254 500324 1063917

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 CH 1525.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="SEE ATTACHED"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alexander M. Kim



11/30/00

Name of Person Signing

Signature

Date Signed

Schedule B (Trademarks)

<u>Registration No.</u>	<u>Mark</u>	<u>Current Owner</u>	<u>Registration Date</u>	<u>Date Renewed</u>
1063917	Royal Harvest	Quality Stores Services, Inc.	04/19/77	02/25/97
1064276	Lube King	Quality Stores Services, Inc.	04/26/77	03/11/97
1087928	4S	Quality Stores Services, Inc.	03/28/78	05/05/98
1098287	Dyna-Gro	Quality Stores Services, Inc.	08/01/78	04/24/98
1143204	Dyna-Start	Quality Stores Services, Inc.	12/16/80	
1177745	CT Lube	Quality Stores Services, Inc.	11/17/81	
1204042	Q Quality Farm Home Auto	Quality Stores Services, Inc.	08/03/82	
1204043	Q	Quality Stores Services, Inc.	08/03/82	
1204044	Q Quality	Quality Stores Services, Inc.	08/03/82	
1211143	Dyna-Gro	Quality Stores Services, Inc.	10/05/82	
1277457	Quality Farm and Fleet	Quality Stores Services, Inc.	05/08/84	
1301004	Central Tractor Farm & Family Center CT	Quality Stores Services, Inc.	10/16/84	
1317414	You Work Too Hard to Pay Too Much	Quality Stores Services, Inc.	01/29/85	
1442150	Country General	Quality Stores Services, Inc.	06/09/87	
1455844	Country General	Quality Stores Services, Inc.	09/01/87	
1574023	W Wheelers	Country General, Inc.	12/26/89	
1601397	The Power Shop	Quality Stores Services, Inc.	06/12/90	
1658439	Dyna-Gro	Quality Stores Services, Inc.	09/24/91	
1794570	Dyna Cool	Country General, Inc.	09/28/93	
1799948	Lawn General	Quality Stores Services, Inc.	10/19/93	
1801863	Valu-Bilt	Quality Stores Services, Inc.	11/02/93	

<u>Registration No.</u>	<u>Mark</u>	<u>Current Owner</u>	<u>Registration Date</u>	<u>Date Renewed</u>
1802569	Lawn General	Quality Stores Services, Inc.	11/02/93	
1805647	Genuine Value	Country General, Inc.	11/16/93	
1806600	Country General	Country General, Inc.	11/23/93	
1853920	CT Farm & Family	Central Tractor Farm & Country, Inc.	09/13/94	
1857070	CT Farm & Family	Central Tractor Farm & Country, Inc.	10/4/94	
1885926	Dyna-Start Truck	Quality Stores Services, Inc.	03/28/95	
1885927	Dyna-Start Mega	Quality Stores Services, Inc.	03/28/95	
1888341	Dyna-Start Hero	Quality Stores Services, Inc.	04/11/95	
1894472	Country Proud	Quality Stores Services, Inc.	05/16/95	
1904223	Dyna Power	Quality Stores Services, Inc.	07/11/95	
1917060	CT Farm & Country	Quality Stores Services, Inc.	09/05/95	
1932054	Farm & Family	Quality Stores Services, Inc.	10/31/95	
1933797	Work Guardian	Quality Stores Services, Inc.	11/07/95	
1971060	American Drive Past Present Future	Quality Stores Services, Inc.	04/30/96	
1971884	Genuine Value Country General	Quality Stores Services, Inc.	04/30/96	
1982008	CT	Quality Stores Services, Inc.	06/25/96	
1983473	CT Lube	Quality Stores Services, Inc.	07/02/96	
2020875	CT Farm & Country Serving Rural America Since 1935	Quality Stores Services, Inc.	12/03/96	
2038541	CT Farm & Country Central Tractor Serving Rural America Since 1935	Quality Stores Services, Inc.	02/18/97	
2044457	A Farm Store and More	Quality Stores Services, Inc.	03/11/97	
2063878	Q Quality Farm & Fleet	Quality Stores Services, Inc.	05/20/97	
2065367	Lady Work Guardian	Quality Stores Services, Inc.	05/27/97	

<u>Registration No.</u>	<u>Mark</u>	<u>Current Owner</u>	<u>Registration Date</u>	<u>Date Renewed</u>
2132989	Q Quality of Life	Quality Stores, Inc.	01/27/98	
2143029	Q Quality Stores, Inc.	Quality Stores Services, Inc.	03/10/98	
2154017	Q Business Advantage	Quality Stores Services, Inc.	04/28/98	
2168269	HPD	Quality Stores Services, Inc.	06/23/98	
2176644	CT Farm & Country	Quality Stores Services, Inc.	07/28/98	
2180367	W.I.N. Club	Quality Stores Services, Inc.	08/11/98	
2214577	County Post	Quality Stores Services, Inc.	12/29/98	

Trademark Applications

<u>Serial No.</u>	<u>Mark</u>	<u>Current Owner</u>	<u>Filing Date</u>
75392045	Workwear That Lasts Quality Gear Established 1962 Casual Wear That Works	Quality Stores Services, Inc.	11/18/97
75513792	Wood General	Quality Stores Services, Inc.	07/06/98
75541947	Sandhills Clothing Company	Quality Stores Services, Inc.	08/24/98
75809384	Veterinarian Recommended Quality Select Nutritionally Superior	Quality Stores Services, Inc.	09/27/99
75848751	Quality Gear Work Wear That Lasts Casual Wear That Works	Quality Stores Services, Inc.	11/15/99
75898209	THANKQ	Quality Stores Services, Inc.	01/17/00
75906714	Quality Farm & Country	Quality Stores Services, Inc.	01/31/00
75960672	Farmandcountry.com	Quality Stores Services, Inc.	03/17/00
76038069	Simply the Best in the Country	Quality Stores Services, Inc.	05/01/00
76038070	THANKQ Advantage	Quality Stores Services, Inc.	05/01/00
76043237	Quality Farm & Country Simply the Best in the Country	Quality Stores Services, Inc.	05/04/00
76082332	Quality Farm & Country	Quality Stores Services, Inc.	07/03/00
76082349	Quality Farm & Country	Quality Stores Services, Inc.	07/03/00

SHORT-FORM IP SECURITY AGREEMENT

This SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Short-Form IP Security Agreement") dated October 31, 2000, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Fleet National Bank ("Fleet"), as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Quality Stores, Inc., a Delaware corporation (formerly known as Central Tractor Farm & Country, Inc.) (the "Borrower"), and QSI Holdings, Inc., a Delaware corporation (formerly known as CT Holding, Inc.) (" Holding"), entered into an Amended and Restated Credit Agreement dated as of July 3, 1997, as amended and restated pursuant to a Second Amended and Restated Credit Agreement dated as of May 7, 1999 (as heretofore amended, modified or otherwise supplemented, the "Credit Agreement"), with the financial institutions and other institutional lenders party thereto (the "Lenders"), Fleet, as Administrative Agent for the Lenders, Bank of America, N.A., as syndication agent for the Lenders and DLJ Capital Funding, Inc., as documentation agent for the Lenders. In consideration of the premises and in order to induce the Lenders to make advances under the Credit Agreement, the Borrower entered into a Second Amended and Restated Security Agreement dated May 7, 1999 (the "Security Agreement") in favor of Fleet, as Administrative Agent for the Lenders. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined in this Agreement are used in this Agreement as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, pursuant to the Credit Agreement, each Grantor has executed and delivered that certain Intellectual Property Security Agreement dated as of October 31, 2000 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the IP Security Agreement, the Grantors have granted a security interest in certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Short-Form IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "IP Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the IP Security Agreement and this Short-Form IP Security Agreement, each such supplement being in substantially the form of Exhibit B to the IP Security Agreement (a "IP Security Agreement Supplement"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions

IP Security Agreement

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(the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "Trademarks");

(c) the copyright registrations and applications set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "Copyrights");

(d) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Short-Form IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short-Form IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer record this Short-Form IP Security Agreement.

Section 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This Short-Form IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the IP Collateral are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This Short-Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IP Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

455 E. Ellis Road
P.O. Box 3315
Muskegon, MI 49443

QUALITY STORES, INC. (FORMERLY KNOWN AS
CENTRAL TRACTOR FARM & COUNTRY, INC.)

By: Thomas J. Kleinbach
Title:

Address for Notices:

455 E. Ellis Road
P.O. Box 3315
Muskegon, MI 49443

QSI HOLDINGS, INC. (FORMERLY KNOWN AS CT
HOLDING, INC.)

By: Thomas J. Kleinbach
Title:

Address for Notices:

455 E. Ellis Road
P.O. Box 3315
Muskegon, MI 49443

COUNTRY GENERAL, INC.

By: Thomas J. Kleinbach
Title:

Address for Notices:

455 E. Ellis Road
P.O. Box 3315
Muskegon, MI 49443

QUALITY FARM & FLEET, INC.

By: Thomas J. Kleinbach
Title:

Address for Notices:

455 E. Ellis Road
P.O. Box 3315
Muskegon, MI 49443

QUALITY INVESTMENTS, INC.

By: Thomas J. Kleinbach
Title:

Address for Notices:

455 E. Ellis Road
P.O. Box 3315
Muskegon, MI 49443

QSI TRANSPORTATION, INC.

By: Thomas J. Kleinbach
Title:

Address for Notices:

455 E. Ellis Road
P.O. Box 3315
Muskegon, MI 49443

VISION TRANSPORTATION, INC.

By: Thomas J. Kleinbach
Title:

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Address for Notices:

455 E. Ellis Road
P.O. Box 3315
Muskegon, MI 49443

QUALITY STORES SERVICES, INC.

By: Thomas Stewart
Title

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Schedule B (Trademarks)

<u>Section 3.</u>	<u>Registered Trademarks</u>			
<u>Registration No.</u>	<u>Mark</u>	<u>Current Owner</u>	<u>Registration Date</u>	<u>Date Renewed</u>
1063917	Royal Harvest	Quality Stores Services, Inc.	04/19/77	02/25/97
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1087928	4S	Quality Stores Services, Inc.	03/28/78	05/05/98
1098287	Dyna-Gro	Quality Stores Services, Inc.	08/01/78	04/24/98
1143204	Dyna-Start	Quality Stores Services, Inc.	12/16/80	
1177745	CT Lube	Quality Stores Services, Inc.	11/17/81	
1204042	Q Quality Farm Home Auto	Quality Stores Services, Inc.	08/03/82	
1204043	Q	Quality Stores Services, Inc.	08/03/82	
1204044	Q Quality	Quality Stores Services, Inc.	08/03/82	
1211143	Dyna-Gro	Quality Stores Services, Inc.	10/05/82	
1277457	Quality Farm and Fleet	Quality Stores Services, Inc.	05/08/84	
1301004	Central Tractor Farm & Family Center CT	Quality Stores Services, Inc.	10/16/84	
1317414	You Work Too Hard to Pay Too Much	Quality Stores Services, Inc.	01/29/85	
1442150	Country General	Quality Stores Services, Inc.	06/09/87	
1455844	Country General	Quality Stores Services, Inc.	09/01/87	
1574023	W Wheelers	Country General, Inc.	12/26/89	
1601397	The Power Shop	Quality Stores Services, Inc.	06/12/90	
1658439	Dyna-Gro	Quality Stores Services, Inc.	09/24/91	
1794570	Dyna Cool	Country General, Inc.	09/28/93	
1799948	Lawn General	Quality Stores Services, Inc.	10/19/93	
1801863	Valu-Bilt	Quality Stores Services, Inc.	11/02/93	

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1888341	Dyna-Start Hero	Quality Stores Services, Inc.	04/11/95	
1894472	Country Proud	Quality Stores Services, Inc.	05/16/95	
1904223	Dyna Power	Quality Stores Services, Inc.	07/11/95	
1917060	CT Farm & Country	Quality Stores Services, Inc.	09/05/95	
1932054	Farm & Family	Quality Stores Services, Inc.	10/31/95	
1933797	Work Guardian	Quality Stores Services, Inc.	11/07/95	
1971060	American Drive Past Present Future	Quality Stores Services, Inc.	04/30/96	
1971884	Genuine Value Country General	Quality Stores Services, Inc.	04/30/96	
1982008	CT	Quality Stores Services, Inc.	06/25/96	
1983473	CT Lube	Quality Stores Services, Inc.	07/02/96	
2020875	CT Farm & Country Serving Rural America Since 1935	Quality Stores Services, Inc.	12/03/96	
2038541	CT Farm & Country Central Tractor Serving Rural America Since 1935	Quality Stores Services, Inc.	02/18/97	
2044457	A Farm Store and More	Quality Stores Services, Inc.	03/11/97	
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<u>Registration No.</u>	<u>Mark</u>	<u>Current Owner</u>	<u>Registration Date</u>	<u>Date Renewed</u>
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2154017	Q Business Advantage	Quality Stores Services, Inc.	04/28/98	
2168269	HPD	Quality Stores Services, Inc.	06/23/98	
2176644	CT Farm & Country	Quality Stores Services, Inc.	07/28/98	
2180367	W.I.N. Club	Quality Stores Services, Inc.	08/11/98	
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Trademark Applications

<u>Serial No.</u>	<u>Mark</u>	<u>Current Owner</u>	<u>Filing Date</u>
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75513792	Wood General	Quality Stores Services, Inc.	07/06/98
75541947	Sandhills Clothing Company	Quality Stores Services, Inc.	08/24/98
75809384	Veterinarian Recommended Quality Select Nutritionally Superior	Quality Stores Services, Inc.	09/27/99
75848751	Quality Gear Work Wear That Lasts Casual Wear That Works	Quality Stores Services, Inc.	11/15/99
75898209	THANKQ	Quality Stores Services, Inc.	01/17/00
75906714	Quality Farm & Country	Quality Stores Services, Inc.	01/31/00
75960672	Farmandcountry.com	Quality Stores Services, Inc.	03/17/00
76038069	Simply the Best in the Country	Quality Stores Services, Inc.	05/01/00
76038070	THANKQ Advantage	Quality Stores Services, Inc.	05/01/00
76043237	Quality Farm & Country Simply the Best in the Country	Quality Stores Services, Inc.	05/04/00
76082332	Quality Farm & Country	Quality Stores Services, Inc.	07/03/00
76082349	Quality Farm & Country	Quality Stores Services, Inc.	07/03/00

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RECORDED: 12/04/2000

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