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Form PTO-1594
(Rev. 03/01)
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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.

<p>1. Name of conveying party(ies):</p> <p>Tractor Supply Company</p> <p><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 <u>Delaware</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies)</p> <p>Name: Tractor Supply Co. of Texas LP Internal Address: _____ Address: _____ Street Address: 320 Plus Park Blvd. City: Nashville State: TN Zip: 37217</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership Texas <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>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 type="checkbox"/> No</p>	
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: September 17, 2001</p>			
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 76/327,806 CRESCENT</p>		<p>B. Trademark Registration No.(s)</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Barbara R. Bauer, Paralegal Internal Address: Bingham Dana LLP 28th Floor Street Address: 399 Park Avenue 10022-4689 City: New York State: NY Zip: _____</p>		<p>6. Total number of applications and registrations involved: 20</p> <p>7. Total fee (37 CFR 3.41).....\$ 515.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE			
<p>9. Statement and signature.</p> <p><i>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.</i></p> <p>Barbara R. Bauer <i>Barbara R. Bauer</i> <i>April 29, 2002</i> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 6</p>			

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/02/2002 GTOW11 00000024 76327806

01 FC:481 40.00 OP
02 FC:482 475.00 OP

TRADEMARK
REEL: 002495 FRAME: 0710

Schedule C

(9)

**TRACTOR SUPPLY COMPANY
SUMMARY OF TRADEMARKS
(61358.1000)**

MARK	OWNER/ APPLICANT	APPLICATION NO. (DATE)	REGISTRATION NO. (DATE)	INTL. CL.	STATUS
TRAVELLER	TSC	72/126,817 (8/28/61)	756,067 9/3/63	12	Renewal due 9/3/03.
TSC	TSC	72/310,504 (10/24/68)	894,808 (7/14/70)	35	Renewal due 7/14/00. Renewal filed 7/6/00. Next Renewal due 7/14/10. ✓OK
TSC (design)	TSC	72/310,503 (10/24/68)	884,786 (1/20/70)	35	Renewal due 1/20/10.
TRAVELLER	TSC	72/384,177 (2/17/70)	950,742 (1/16/73)	7, 8	Renewal due 1/16/03.
TRAVELLER	TSC	72/384,118 (2/17/71)	939,476 (8/1/72)	4	Renewal due 8/1/02.
TRAVELLER	TSC	72/384,119 (2/17/71)	951,789 (1/30/73)	9	Renewal due 1/30/03.
HUSKEE	TSC	72/273,415 (8/8/80)	1,183,496 (12/29/81)	12	Renewal due 12/29/01.
HARVEST SUPREME	TSC	72/233,315 11/26/65)	826,328 (3/28/67)	22	Renewal due 3/28/07.
RETRIEVER & DESIGN	TSC	72/379,390 (8/11/82)	1,284,511 (7/3/84)		Renewal due 7/3/04.
DUMOR	TSC	72/627,012 (10/27/86)	1,471,155 (1/5/88)		Renewal due 1/5/08.
FARM SCENE LOGO	TSC	72/626,876 (10/27/86)	1,471,154 (1/5/88)		Renewal due 1/5/08.
HUSKEE	TSC	74/093,113 (8/31/90)	1,713,048 (9/8/92)	7	Renewal due 9/8/02.
TRACTOR SUPPLY CO. and TSC Design	TSC	74/409,248 (7/6/93)	1,846,015 (7/19/94)	42	Renewal due 7/19/04.
RETRIEVER	TSC	74/402/902 (6/18/93)	1,826,539 (3/15/94)	31	Renewal due 3/15/04.
WHERE AMERICA'S FARMERS SHOP	TSC	74/416,075 (7/23/93)	1,862,884 (11/15/94)	42	Section 8 & 15 Filed 10/12/00. Renewal due 11/15/04.

Traveller

TSC

15
(oil +
green) Filed July 2001

R&O-887205.1

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MARK	OWNER/ APPLICANT	APPLICATION NO. (DATE)	REGISTRATION NO. (DATE)	INTL. CL.	STATUS
IRONSMITH Machines for Metal	TSC	74/529,542 (5/25/94)	1,936,155 (11/14/95)	7	Section 8 & 15 due 11/14/01. Renewal due 11/14/05.
IRONSMITH (stylized)	TSC	74/529,152 (5/25/94)	1,936,154 (11/14/95)	7	Section 8 & 15 due 11/14/01. Renewal due 11/14/05.
PAWS & CLAWS	TSC	74/602,488 (11/23/94)	1,937,112 (11/21/95)	31	Section 8 & 15 due 11/21/01. Renewal due 11/21/05.

April 2000

ASSIGNMENT AGREEMENT TO CONVEY ASSETS

BETWEEN

TRACTOR SUPPLY COMPANY

AND

TRACTOR SUPPLY CO. OF TEXAS, LP

Dated as of the 17th day of September, 2001, and

Effective as the 30th day of September, 2001

ASSIGNMENT AGREEMENT

This Assignment Agreement, dated and effective as of this 30th day of September, 2001, is made between TRACTOR SUPPLY COMPANY ("TSC"), a Delaware corporation, and TRACTOR SUPPLY CO. OF TEXAS, LP ("TRACTOR SUPPLY CO. OF TEXAS" or the "Limited Partnership"), a Texas limited partnership.

WITNESSETH

WHEREAS, TSC desires to sell, assign, convey, transfer and deliver to TRACTOR SUPPLY CO. OF TEXAS, all of the property listed in the attached **Schedules A, B, and C**, (the "Contributed Assets"), and to have TRACTOR SUPPLY CO. OF TEXAS assume all of the obligations and liabilities of TSC described specifically in the attached **Schedule D** in exchange for a one (1%) percent general partnership interest and a ninety-eight percent (98%) limited partnership interest in the Limited Partnership.

NOW, THEREFORE, TSC and TRACTOR SUPPLY CO. OF TEXAS, hereinafter collectively referred to as "the parties", hereby agree as follows:

1. TSC hereby sells, assigns, conveys, transfers and delivers to TRACTOR SUPPLY CO. OF TEXAS, that real and tangible personal property described with particularity in the attached **Schedules A and B**, and all of the right, title and interest of TSC therein.
2. TSC hereby sells, assigns and transfers absolutely unto TRACTOR SUPPLY CO. OF TEXAS the entire right, title, and interest in and to the trademarks, trade names and other intangible assets described with particularity in the attached **Schedule C**, together with any and all divisions, continuations, reissues, and extensions thereof, the right to sue and recover for past, present and future infringement regarding the trademarks and trade names, all goodwill and the business of TSC to which the

trademarks and trade names pertain, all claims for damages by reason of past infringement of the trademarks and trade names and the right to sue and collect damages for such infringement, to be held and enjoyed by TRACTOR SUPPLY CO. OF TEXAS for its own use and benefit, and for its successors and assigns as the same would have been held by TSC had this Assignment not been made.

3. TRACTOR SUPPLY CO. OF TEXAS hereby assumes and undertakes and agrees to discharge all of the obligations and liabilities described with particularity in the attached **Schedule D**.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed and delivered as of the date hereinabove set forth.

TRACTOR SUPPLY COMPANY

By: Carl Morrison

Title: S-VP / CFO

TRACTOR SUPPLY CO. OF TEXAS, LP,

By: David C. Lewis

Title: Secretary