

FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) RECORDATION FORM COVER SHEET TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇄ ⇄ ⇄ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): National Electronics Warranty Corporation
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State Delaware
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and Address of receiving party(ies):
Name: Tractor Supply Co. of Texas, L.P.
Internal Address:
Street Address: 320 Plus Park Boulevard
City: Nashville State: TN Zip: 37217
[] Individual(s) citizenship
[] Association
[] General Partnership
[X] Limited Partnership Texas
[] Corporation-State
[] Other

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: August 18, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark registration No.(s)
2,736,510 POWER PLUS PROTECTION
Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Timothy J. Lyden
Internal Address: Hogan & Hartson L.L.P.
Street Address: 8300 Greensboro Drive
Suite 1100
City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00
[] Enclosed
[X] Authorized to be charged to deposit account

8. Deposit account number: 08-2550
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
Timothy J. Lyden Name of Person Signing
Signature
October 10, 2003 Date
Total number of pages including cover sheet, attachments, and document: 3

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

CH \$40.00 082560 2736610

ASSIGNMENT OF SERVICE MARK

This ASSIGNMENT OF SERVICEMARK (the "Assignment") is made as of the 10th day of October, 2003, by National Electronics Warranty Corporation, a Delaware corporation with its principal place of business at 22660 Executive Drive Suit 122, Sterling, VA ("Assignor"), to Tractor Supply Co. of Texas, LP, a limited partnership with its principal place of business at 320 Plus Park Boulevard, Nashville, TN 37217 ("Assignee").

RECITAL

WHEREAS, Assignor is the owner of all right, title and interest in and to the service mark, **POWER PLUS PROTECTION**, for providing and administering extended warranties for household and consumer goods, and lawn and garden products, including the U.S. federal registration therefor (U. S. Registration No. 2,736,510) (the "Mark"); and

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest to the Mark together with the goodwill of the business associated with the use of and symbolized by the Mark.

NOW, THEREFORE, in consideration of the mutual promises and covenants exchanged herein and for the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assignor does hereby grant, transfer, convey and assign to Assignee all right, title and interest to the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, whether arising prior to or subsequent to the date of this Assignment of Service Mark, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment of Service Mark not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Mark shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

