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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings

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.

1. Name of conveying party(ies):  
CHS, Inc.

☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)  
Name: Tractor Supply Co. of Texas, LP  
Internal  
Address:  
Street Address: 320 Plus Park Boulevard  
City: Nashville State: TN Zip: 37217

☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☒ Limited Partnership  
☐ Corporation-State  
☐ Other

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

3. Nature of conveyance:  
☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other

Execution Date: 12/18/2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s) 1,596,719,  
1,597,724 and 1,690,408

Additional number(s) attached ☐ Yes ☒ No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robert P. Felber, Jr.  
Internal Address:  
Waller Lansden Dortch & Davis  
Street Address: 511 Union Street, Suite 2100  
City: Nashville State: TN Zip: 37219

7. Total fee (37 CFR 3.41).....\$ 90.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.  
Name of Person Signing: ROBERT P. FELBER, JR.  
Signature: [Signature]  
Date: 01-05-2004

DO NOT USE THIS SPACE

Total number of pages including cover sheet, attachments, and document: 5

01/13/2004

01 FC:8521  
02 FC:8522

ECNOPER 00000176 1596719

40.00 OP  
50.00 OP

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

TRADEMARK  
REEL: 002896 FRAME: 0072

## ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (the "Assignment") is made as of the 18th day of December, 2003 (the "Effective Date"), by CHS INC., a Minnesota corporation with its principal place of business at 5500 Cenex Drive, Inver Grove Heights, MN 55077 ("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").

### RECITALS

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the trademarks set forth in Exhibit A (the "Marks"); and

**WHEREAS**, pursuant to an agreement dated October 15, 2003 between Assignor and Assignee (the "Agreement"), Assignor agreed to transfer and assign to Assignee all right, title and interest of Assignor in and to the Marks in the market place, and the goodwill of the business associated with the use and symbolized by the Marks whether arising under common law, state law, federal law or the laws of foreign countries (the "Intellectual Property Rights").

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

1. Assignment. Assignor hereby grants, transfers, conveys and assigns to Assignee, free and clear of all liens, security interests, liabilities and encumbrances, the Marks and their Intellectual Property Rights and all of Assignor's right, title and interest therein, together with the goodwill of the business associated therewith and which is symbolized thereby; all rights to sue for infringement of the Marks, whether arising prior to or subsequent to the date of this Assignment; 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 not been made.
2. Further Assurances. Assignor shall execute any and all additional instruments, writings and other documents and take any additional steps as may be necessary or proper in order to effect the transfer of the Marks and otherwise cooperate with Assignee to cause the transfer of the Marks and their Intellectual Property Rights to Assignee.
3. Representations and Warranties. Assignor represents and warrants to Assignee that: (i) Assignor controls and/or owns the Marks and all their Intellectual Property

Rights and has full right and power to enter into this Assignment; (ii) the Marks are the subject of federal trademark registrations that are currently in force, valid and transferable; (iii) there are no other agreements, written or oral, with any third party in conflict herewith; (iv) Assignor has not been notified by any third party of a claim to any rights in the Marks; (v) there are no claims, litigation or other proceedings pending or threatened which would adversely affect the rights of Assignee hereunder; (vi) Assignor has the right to transfer the Marks, free and clear of any liens, security interests, or other encumbrances; and (vii) Assignor has not transferred any rights to the Marks to any party other than Assignee.

4. No Further Use of the Marks: As of the Effective Date, Assignee shall, as the sole owner of the Marks, have the exclusive right to use or otherwise transfer the Marks. Assignor agrees that it, and any entities it controls or is associated with, shall not in the future register, use, apply to register or assist any third party to register, use or apply to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words, any variation of the Marks for any goods and/or services.

5. Payment. Assignee shall pay Assignor the sum of Thirty Thousand Dollars (\$30,000.00) upon execution and delivery of this Assignment.

6. Indemnification. Assignor shall defend, indemnify and hold Assignee and its shareholders, partners, officers, directors, employees, agents and licensees and assigns harmless from and against any and all claims, demands, liabilities, loss and/or expenses against ASSIGNOR which, if true, would constitute a breach of Assignor's representations, warranties or obligations set forth in this Assignment.

7. Successors in Interest. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

8. Entire Agreement. This Assignment and the Agreement contains the entire agreement between the parties with respect to the transaction contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such transaction.

9. Governing Law

Except to the extent that federal law preempts state law with respect to the matters covered hereby, the validity, interpretation, and performance of this Assignment shall be construed under the laws of the State of Tennessee, without regard to principles of conflicts of laws.

CHS INC.

Name: Nanci L. Lilja  
Its: Assistant Secretary

STATE OF MINNESOTA )  
 ) ss.:  
COUNTY OF DAKOTA )

On this the 18th day of December, 2003, before me, personally appeared Mark L. Palmquist and Nanci L. Lilja who, being by me duly sworn, did depose and say that they are the Executive Vice President and Assistant Secretary of CHS Inc., the corporation described in and which executed the above instrument, and that they as such Executive Vice President and Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Executive Vice President and Assistant Secretary.

Ether S. Longeth  
Notary Public  
My Commission Expires: 1/31/05

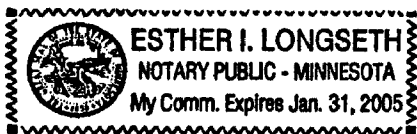


EXHIBIT A

THE MARKS

1. Federal Registration No.: 1,690,408  
Mark: BACKYARD BANQUET FOR BIRDS
2. Federal Registration No.: 1,597,724  
Mark: ROYAL WING
3. Federal Registration No.: 1,596,719  
Mark: ROYAL WING and Design

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