

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tarter Gate Company, LLC		05/31/2006	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Tractor Supply Co. of Texas, LP		
Composed Of:	COMPOSED OF Tractor Supply Company		
Street Address:	200 Powell Place		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78694686	FARMFORCE	
CORRESPONDENCE DATA			
Fax Number:	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-850-8741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219-8966		
ATTORNEY DOCKET NUMBER:	012795.61348 FARMFORCE		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
Signature:	/Robert P. Felber, Jr./		

OP \$40.00 78694686

Date:

06/07/2006

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARK,
TRADEMARK APPLICATION AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT OF TRADEMARK, TRADEMARK APPLICATION AND ACCOMPANYING GOODWILL (this "Assignment"), is made effective as of the ___ day of May, 2006 (the "Effective Date"), by and between TARTER GATE COMPANY, LLC, a Kentucky limited liability company with offices at 10739 S. Highway 127, Dunnville, Kentucky 45258 ("Tarter"), and TRACTOR SUPPLY CO. OF TEXAS, LP, a Texas limited partnership with offices at 200 Powell Place, Brentwood, Tennessee 37027 (the "TSC").

As of the Effective Date and in consideration of the sum of TEN Dollars (\$ 10 .00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tarter does hereby sell, assign, transfer and set over to TSC all of Tarter's worldwide rights, title and interest in and to the trademark FARMFORCE (the "Mark"), the application to register the Mark which is pending before the United States Patent and Trademark Office, as follows:

Mark:	FARMFORCE
Applicant:	Tarter Gate Company, LLC
U.S. Serial No.:	78/694,686
Filing Date:	August 17, 2005

(the "Application"), any registration resulting from the Application, and all rights and registrations for the Mark in any other country or locality worldwide, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, and the resulting right to recover damages and profits for past, present or future infringements or unauthorized use of the Mark, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Tarter if this assignment and sale had not been made.

Tarter represents and warrants to TSC that to the best of its knowledge and belief: (i) Tarter is the lawful owner of the Mark; (ii) the Mark and the Application are free and clear of all liens, claims, security interests, and encumbrances of every kind and nature; (iii) Tarter has the full legal authority and right to make the transfer and assignment contemplated by this Agreement; and (iv) no proceedings have been instituted, or are pending or threatened, to challenge Tarter's ownership of the Mark or Application or its rights therein.

Tarter agrees to execute and deliver at the request and expense of TSC, any papers, instruments and assignments necessary or reasonably convenient to vest in TSC all of Tarter's right, title and interest in and to the Mark and the Application and any resulting registration therefor

and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by TSC, to the extent such evidence is in the possession or control of Tarter.

This Assignment constitutes the entire agreement between the parties related to the Mark and supersedes all prior or contemporaneous representations, discussions, negotiations, conditions and agreements, whether written or oral relating to the subject matter hereof. This Assignment does not create any agency, partnership, joint venture or fiduciary relationship of any kind between the parties. This Assignment may be amended only by a writing signed by an authorized representative of each party. This Assignment is governed by and shall be construed in accordance with the laws of the State of Tennessee and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. All notices, requests and deliveries under this Assignment shall be in writing and shall be deemed to have been sufficiently given if delivered in person or sent by registered or certified mail to the addresses set forth in the introductory paragraph hereof.

IN WITNESS WHEREOF, Tarter and TSC have executed this Assignment as of the Effective Date.

TARTER:

TARTER GATE COMPANY, LLC

By: 

M. Travis Cox

Title: Vice President and General Manager

TSC:

TRACTOR SUPPLY CO. OF TEXAS, LP

By: Tractor Supply Company, its
General Partner

By: 

Joel A. Cherry

Title: Vice President & General
Counsel

ACKNOWLEDGEMENTS

STATE OF KENTUCKY)
)
COUNTY OF CASEY)

Before me, Shirley A. Huff, a Notary Public of said County and State, personally appeared M. Travis Cox, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President and General Manager of TARTER GATE COMPANY, LLC, a Kentucky limited liability company and the within named assignor, and that he, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the company by himself as such officer.

Witness my hand and seal, at office in Dunnville, Kentucky, this 3rd day of May, 2006.

Shirley A. Huff
Notary Public

My Commission Expires: 8-15-2007

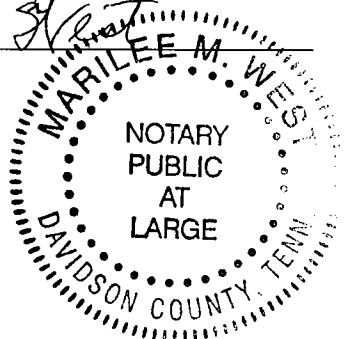
STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, MARILEE WEST, a Notary Public of said County and State, personally appeared Joel A. Cherry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President & General Counsel of Tractor Supply Company, a Delaware corporation and the general partner of TRACTOR SUPPLY CO. OF TEXAS, LP, a Texas limited partnership and the within named assignee, and that he, as such officer, executed the foregoing instrument for the purposes therein contained, by signing on behalf of Tractor Supply Company, in its capacity as the general partner of the assignee, by himself as such officer.

Witness my hand and seal, at office in Brentwood, Tennessee, this 25th day of May, 2006.

Marilee M. West
Notary Public

My Commission Expires: 5/24/08



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