

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
MFA Incorporated		05/31/2006	CORPORATION: MISSOURI
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	
Registration Number:	2448739	PRODUCER'S PRIDE	
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 PRODUCERS PR		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
Signature:	/Robert P. Felber, Jr./		

OP \$40.00 2448739

Date:

06/07/2006

Total Attachments: 4

source=PRODUCER'S PRIDE#page1.tif

source=PRODUCER'S PRIDE#page2.tif

source=PRODUCER'S PRIDE#page3.tif

source=PRODUCER'S PRIDE#page4.tif

REDACTED

**ASSIGNMENT OF TRADEMARK ,
TRADEMARK REGISTRATION AND ASSOCIATED GOODWILL**

THIS ASSIGNMENT OF TRADEMARK, TRADEMARK REGISTRATION AND ASSOCIATED GOODWILL (this "Agreement") is made effective as of the ____ day of May, 2006 (the "Effective Date"), by and between MFA INCORPORATED, a Missouri corporation with offices at 201 Ray Young Drive, Columbia, Missouri 65201 ("MFA"), and TRACTOR SUPPLY CO. OF TEXAS, L.P., a Texas limited partnership with offices at 200 Powell Place, Brentwood, Tennessee 37027 ("TSC").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** MFA hereby sells, assigns, transfers, and sets over to TSC, as of the Effective Date, all of MFA's worldwide rights, title and interest in and to the name "PRODUCER'S PRIDE," including all trade name, service mark and trademark rights in that name together with all the goodwill associated therewith (collectively, the "Mark"), including all rights, title and interest in and to United States Registration No. 2,448,739 for the Mark (the "Registration") and in any other registrations therein and therefor in the United States or in any other country or locality worldwide, and the right to recover damages and profits for past, present and future infringements and unauthorized uses thereof, 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 MFA if this assignment and sale had not been made.

2. **Abstract of Assignment.** For purposes of recording the assignment of the Registration with the United States Patent and Trademark Office (the "USPTO"), MFA shall cooperate with TSC in executing an abstract of this Agreement to be filed with the USPTO. TSC shall be responsible for filing the abstract with the USPTO and for the payment of all fees and expenses associated with filing the abstract with the USPTO.

7. **Further Assurances; Equitable Relief.** The parties shall mutually and reasonably cooperate to effect the purpose and intent of this Agreement, including the execution of any reasonable documents or applications as may be necessary or desirable to effectuate the purpose and intent of this Agreement. A breach of this Agreement by one party may cause the non-breaching party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching party shall be entitled to injunctive and other relief in equity to

prevent or terminate a breach or threatened breach of this Agreement, in addition to any other relief available at law or in equity.

8. **Governing Law.** This Agreement will be interpreted according to the laws of the State of Tennessee without regard to its choice of law rules. Venue for any dispute arising out of this Agreement shall exclusively rest within the state and federal courts of Davidson County, Tennessee, and each party hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto..

9. **Relationship of Parties; Binding Effect.** Neither party will have the right to bind, represent or act on behalf of the other party. The parties will have no agency, partnership, joint venture or fiduciary duties to each other. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Entire Agreement; Amendments; Signing Authority; Counterparts.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, negotiations, conditions and agreements, whether written or oral. This Agreement may be amended only by a writing signed by an authorized representative of the party against which enforcement is sought. The persons signing this Agreement below on behalf of MFA and TSC have authority to sign this Agreement and bind the parties hereto. This Agreement may be executed in counterparts, each of which will be an original and which together will constitute the parties' agreement.

11. **Notices.** Unless specifically stated otherwise in this Agreement, all notices, documents and demand of any kind which either party may be required or may desire to serve upon or deliver to the other party in connection with this Agreement may be served, at the election of the party serving the notice, either by personal service or by mailing a copy of the notice or demand by certified or registered mail, proper postage pre-paid and return receipt requested, or by fax, addressed to such party's representatives and attorneys at the addresses set forth below; if any such notice or demand is mailed, it shall be deemed to have been received on the date reflected on the return receipt or if the receipt is refused or such mailing is not accepted, then seven (7) days after the date of mailing. For any such notice sent by fax, it shall also be sent by mail and shall be deemed received on the date transmitted if transmission is completed by 5:00 p.m. Central Time, or the next court day if transmitted after 5:00 p.m. Central Time or on a court holiday or weekend.

If sent to MFA, it shall be sent to:

Brian Griffith, Esq.
MFA Incorporated
201 Ray Young Drive
Columbia, Missouri 65201
Telephone: (573) 876-5228
Facsimile: (573) 876-5475

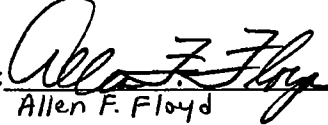
If sent to TSC, it shall be sent to:

Joel A. Cherry, Esq.
Tractor Supply Company
200 Powell Place
Brentwood, Tennessee 37027
Telephone: (615) 366-4813
Facsimile: (615) 366-4650

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the Effective Date.

ASSIGNOR:

MFA INCORPORATED,
a Missouri corporation

By: 
Allen F. Floyd

Title: Senior Vice-President & CFO

ASSIGNEE:

TRACTOR SUPPLY CO. OF TEXAS, L.P.,
a Texas limited partnership

By: Tractor Supply Company, its
General Partner

By: 
Anthony Crudele

Title: Senior Vice President, Chief
Financial Officer & Treasurer