

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tractor Supply Company		07/28/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tractor Supply Co. of Texas, LP		
<b>Street Address:</b>	200 Powell Place		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3039473	TRACTOR SUPPLY CO.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	615-850-8741		
<b>Email:</b>	rfelber@wallerlaw.com		
<b>Correspondent Name:</b>	Robert P. Felber, Jr.		
<b>Address Line 1:</b>	511 Union Street		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	012795.61348		
<b>NAME OF SUBMITTER:</b>	Robert P. Felber, Jr.		
<b>Signature:</b>	/ROBERT P. FELBER, JR./		
<b>Date:</b>	07/31/2006		

OP \$40.00 3039473

**Total Attachments: 4**

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**ASSIGNMENT OF SERVICE MARKS,  
SERVICE MARK REGISTRATIONS AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT OF SERVICE MARKS, SERVICE MARK REGISTRATIONS AND ACCOMPANYING GOODWILL (this "Assignment"), is made effective as of the 28 day of July, 2006 (the "Effective Date"), by and between Tractor Supply Company, a Delaware corporation with offices at 200 Powell Place, Brentwood, Tennessee 37027 ("TSC"), and Tractor Supply Co. of Texas, LP, a Texas limited partnership with offices at 200 Powell Place, Brentwood, Tennessee 37027 ("TSCLP").

As of the Effective Date and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TSC does hereby sell, assign, transfer and set over to TSCLP all of TSC's worldwide rights, title and interest in and to the service mark identified in Exhibit A, attached hereto (the "Mark"), 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 TSC if this assignment and sale had not been made.

TSC agrees to execute and deliver at the request and expense of TSCLP, any papers, instruments and assignments necessary or reasonably convenient to vest in TSCLP all of TSC's right, title and interest in and to the Mark and any resulting registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by TSCLP, to the extent such evidence is in the possession or control of TSC.

This Assignment constitutes the entire agreement between the parties related to the subject matter hereof 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 Delaware 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.

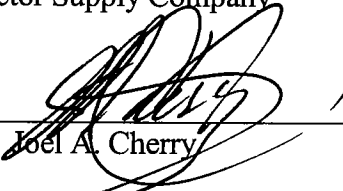
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

**TSC:**

Tractor Supply Company

By: \_\_\_\_\_



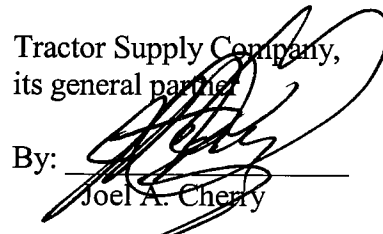
Joel A. Cherry

Title: Vice President and  
General Counsel

**TSCLP.:**

Tractor Supply Co. of Texas, L.P.

By: \_\_\_\_\_



Tractor Supply Company,  
its general partner

By: \_\_\_\_\_

Joel A. Cherry

Title: Vice President and  
General Counsel

ACKNOWLEDGEMENTS

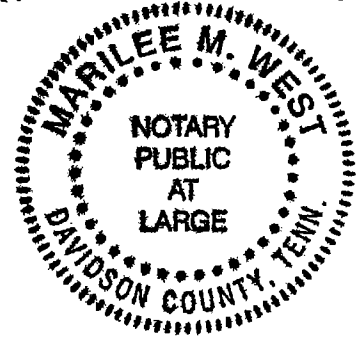
STATE OF TENNESSEE )  
                          DAVIDSON )  
COUNTY OF ~~WILLIAMSON~~ )

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 and General Counsel of Tractor Supply Company, a Delaware corporation 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 Tractor Supply Company by himself as such officer.

Witness my hand and seal, at office in Brentwood, Tennessee, this 28 day of July, 2006.

Marilee M. West  
Notary Public

My Commission Expires: 5-24-08



STATE OF TENNESSEE )  
                          DAVIDSON )  
COUNTY OF ~~WILLIAMSON~~ )

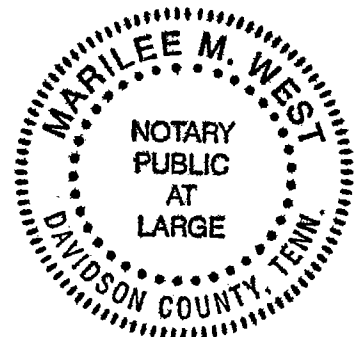
Before me, MARILEE WEST, a Notary Public of said County and State, personally appeared Joel A. Cherry, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President and General Counsel of Tractor Supply Company, Inc., a Delaware corporation and sole general partner of Tractor Supply Co. of Texas, L.P., 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 sole general partner of Tractor Supply Co. of Texas, L.P., Inc. by himself as such officer.

My Commission Expires MAY 24, 2008

Witness my hand and seal, at office in Brentwood, Tennessee, this 28 day of July, 2006.

Marilee M. West  
Notary Public

My Commission Expires: 5-24-08



**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF SERVICE MARKS, SERVICE MARK REGISTRATIONS AND**  
**ACCOMPANYING GOODWILL**

REG. NO.	MARK	CLASS
3,039,473	TRACTOR SUPPLY CO.	35