

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Orscheln Farm and Home LLC		03/20/2008	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	10 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77283470	COUNTRY LANE SUPREME
Serial Number:	77283465	COUNTRY LANE
Serial Number:	77283462	COUNTRY LANE
Serial Number:	76647760	ANSWER MAN
Serial Number:	76647752	ANSWERS & LOW PRICES DOWN EVERY AISLE
Serial Number:	76539400	COUNTRY LANE SUPREME
Serial Number:	76485799	ORSHELN FARM&HOME AWARDS
Serial Number:	76390175	COUNTRY LANE EXCLUSIVELY FROM ORSCHELN FARM AND HOME
Serial Number:	76265886	ORSHELN AWARDS
Serial Number:	76053777	KUNTRY KIDS
Serial Number:	76053776	COUNTRY TUFF
Serial Number:	75628733	ORSHELN FARM & HOME
Serial Number:	73460674	ORSHELN

CH \$340.00 77283470

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	27804.00.0052
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	04/10/2008

Total Attachments: 7
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**FIRST AMENDMENT TO
GRANT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES**

THIS FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Amendment") is entered into as of the 20th day of March, 2008, by and between ORSCHELN FARM AND HOME LLC, a Missouri limited liability company, with its principal place of business at 2000 Highway 63 South, Moberly, Missouri 65270 (the "Company"), and THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation located at 10 South LaSalle Street, Chicago, Illinois 60603 ("CIT").

WITNESSETH:

WHEREAS, the Company and CIT have entered into that certain Financing Agreement dated as of January 19, 2001 (as the same has been amended, modified, or otherwise supplemented from time to time, the "Original Financing Agreement"), pursuant to which CIT agreed to make available to the Company a revolving credit facility in the maximum aggregate principal amount of up to \$25,000,000.00;

WHEREAS, in connection with the Original Financing Agreement, the Company and CIT entered into that certain Grant of Security Interest in Trademarks and Licenses dated as of January 19, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") and an Irrevocable Power of Attorney in favor of CIT dated as of January 19, 2001 (the "Power of Attorney");

WHEREAS, the Company and CIT are amending and restating the Original Financing Agreement pursuant to the terms of that certain Financing Agreement of even date herewith between the Company and CIT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), under which CIT has agreed to make available to the Company a revolving credit facility in the maximum aggregate principal amount of up to \$80,000,000.00;

WHEREAS, CIT is unwilling to execute the Financing Agreement unless, among other things, the Company amend the IP Security Agreement, as security for the Obligations, as such Obligations are modified by the terms of the Financing Agreement; and

WHEREAS, the Company and CIT desire to amend the IP Security Agreement in accordance with this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and for the purpose of inducing CIT to execute the Financing Agreement, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Company hereby agrees as follows:

1. Incorporation of the IP Security Agreement. All capitalized terms which are not defined in this Amendment shall have the same meanings as set forth in the IP Security Agreement, and the IP Security Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the IP Security Agreement are inconsistent with the

amendment set forth in Section 2 below, such terms and provisions shall be deemed superseded hereby.

2. Amendment of the IP Security Agreement. The parties hereto hereby agree to amend the IP Security Agreement as follows:

(a) *Schedule A to the IP Security Agreement is hereby amended and restated in its entirety, to read as set forth on Schedule A attached hereto.*

(b) *Any and all references in the IP Security Agreement to the Original Financing Agreement shall be deemed references to the Financing Agreement.*

3. Ratification. Except as expressly amended hereby, the IP Security Agreement and Power of Attorney are hereby ratified and confirmed by the parties hereto and remains in full force and effect in accordance with the terms thereof.

4. Representations and Warranties. The Company hereby represents and warrants to CIT that the representations and warranties contained in the IP Security Agreement are true and correct in all material respects on and as of the date hereof, as though made on and as of such date (except to the extent such representations and warranties relate solely to an earlier date in which case such representations and warranties are true and correct in all material respects as of such earlier date).

5. GOVERNING LAW. THIS AMENDMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or by “.PDF” shall be equally as effective as delivery of an original executed counterpart of this Amendment.


[SIGNATURE PAGES FOLLOW]

(Signature Page to First Amendment to Grant of Security Interest in Trademarks and Licenses)

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Grant of Security Interest in Trademarks and Licenses as of the date first above written.

COMPANY:

ORSCHLN FARM AND HOME LLC, a
Missouri limited liability company

By: 
Barbara A. Westhues
Senior Vice President and Controller

(Signature Page to First Amendment to Grant of Security Interest in Trademarks and Licenses)

CIT:

THE CIT GROUP/BUSINESS CREDIT,
INC.

By: 

Mike Richman
Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	Serial Number	Reg. Number	Word Mark
1	77283470	Pending	COUNTRY LANE SUPREME
2	77283465	Pending	COUNTRY LANE
3	77283462	Pending	COUNTRY LANE
4	76647760	3330097	ANSWER MAN
5	76647752	Allowed	ANSWERS & LOW PRICES DOWN EVERY AISLE
6	76539400	2952743	COUNTRY LANE SUPREME
7	76485799	2971715	ORSHELN FARM&HOME AWARDS
8	76390175	2672121	COUNTRY LANE EXCLUSIVELY FROM ORSCHELN FARM AND HOME
9	76265886	2739583	ORSHELN AWARDS
10	76053777	2632634	KUNTRY KIDS
11	76053776	2663980	COUNTRY TUFF
12	75628733	2472060	ORSHELN FARM & HOME
13	73460674	1336043	ORSHELN