

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flynn Enterprises, LLC		06/29/2010	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	Tractor Supply Co. of Texas, LP		
Composed Of:	COMPOSED OF Tractor Supply Company, its General Partner		
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:	1336765	BLUE MOUNTAIN	
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		
ATTORNEY DOCKET NUMBER:	012795.96025 - BLUE MOUNT		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
Signature:	/ROBERT P. FELBER, JR./		

OP \$40.00 1336765

Date:

07/01/2010

Total Attachments: 3

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

This Assignment of Trademark, Trademark Registration and Accompanying Goodwill (this "Assignment"), is made effective as of the ~~20th~~ day of June, 2010 (the "Effective Date"), by and between FLYNN ENTERPRISES, LLC, a Kentucky limited liability company having offices at 2203 Walnut Street, Hopkinsville, KY 42240 ("Assignor"), and TRACTOR SUPPLY CO. OF TEXAS, L.P., a Texas limited partnership with offices at 200 Powell Place, Brentwood, Tennessee 37027 ("Assignee").

Mark	Registration No.	Registration Date
BLUE MOUNTAIN	1,336,765	05-21-1985

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's worldwide rights, title and interest, including all common law rights, in and to the above listed trademark, which is currently owned by Assignor (the "Mark"), including, without limitation, all registrations for the Mark, all goodwill symbolized by the Mark, and the resulting right to recover damages and profits for past, present and future infringements or unauthorized uses 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.

Assignor represents and warrants that: (i) it has used the Mark since its registration with the United States Patent and Trademark Office on May 21, 1985; (ii) to the best of Assignor's knowledge and belief, no threats, claims or demands have been made by any third party with respect to the Mark; (iii) to the best of Assignor's knowledge and belief, no proceedings have been instituted, or are pending or threatened, to challenge Assignor's use of the Mark or the rights assigned to Assignee hereunder; (iv) no liens, encumbrances, or security interests have been granted by Assignor or, to the best of Assignor's knowledge and belief, issued by a third party in connection with the Mark; and (v) Assignor has the full right to convey the entire interests herein assigned and has not executed and it will not execute any agreement or enter into any arrangement in conflict with this Agreement.

Assignor shall execute and deliver to Assignee, at Assignee's expense, such other instruments of transfer as Assignee may reasonably request and to do all such other acts and things as shall be reasonably necessary or appropriate to: (i) vest in Assignee title to the Mark; (ii) allow Assignee to record, at Assignee's expense, such transfer with the appropriate governmental agencies to secure and preserve Assignee's rights hereunder; (iii) enforce, defend or confirm Assignee's right to exploit its rights in the Mark; and (iv) comply with the purposes and intent of this Assignment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

STATE OF Kentucky)
)
COUNTY OF Christian)

Before me, Kathy Winfield a Notary Public of said County and State, personally appeared Thomas M. Flynn with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Secretary/Treasurer (or other officer authorized to execute the instrument) of Flynn Enterprises, LLC, the within named Assignee, and that he/she, as officer of the Assignee, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his/her capacity as Secretary/Treasurer.

Witness my hand and seal, at office in Christian Co., this 29th day of June, 2010.

Kathy Winfield
Notary Public

My Commission Expires: 9-5-2010

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, 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 Senior Vice President, General Counsel & Secretary of Tractor Supply Company, a Delaware corporation and the General Partner of Tractor Supply Co. of Texas, LP, 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, by himself as such officer.

Witness my hand and seal, at office in Brentwood, Tennessee, this _____ day of _____, 2010.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

Flynn Enterprises, LLC

By: *Flynn Enterprises, LLC*
Name: *Katherine M. Flynn*
Title: *Secretary / Treasurer*

ASSIGNEE:

TRACTOR SUPPLY CO. OF TEXAS, L.P.

By: Tractor Supply Company, its
General Partner

By: *[Signature]*
Name: Joel A. Cherry

Title: Senior Vice President, General Counsel
& Secretary