

**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
SHEPLERS, INC.		07/30/2007	CORPORATION: KANSAS

**RECEIVING PARTY DATA**

Name:	CIT LENDING SERVICES CORPORATION (as Administrative Agent)
Street Address:	1 CIT DRIVE
Internal Address:	ATTN: PORTFOLIO MANAGER FOR SHEPLERS, INC.
City:	LIVINGSTON
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	1017594	S SHEPLERS INC.
Registration Number:	1045614	S
Registration Number:	1057698	S
Registration Number:	1137758	S
Registration Number:	1137889	S
Registration Number:	1141784	SHEPLERS
Registration Number:	1254863	
Registration Number:	1255648	OL' SHEP
Registration Number:	1308095	SHEPLERS
Registration Number:	1308389	SHEPLERS
Registration Number:	1532417	BOOTS PLUS
Registration Number:	2033263	WORLD'S LARGEST WESTERN STORES AND CATALOG
Registration Number:	2081419	WORLD'S LARGEST WESTERN STORES

CH \$515.00 1017594

Registration Number:	2151833	PROPORTIONED FIT
Registration Number:	2167479	THE WORLD'S LARGEST WESTERN STORES
Registration Number:	2342054	BOOTS 'N JEANS
Registration Number:	2616778	THE WORLD'S LARGEST ONLINE WESTERN STORE
Registration Number:	2619843	THE WORLD'S LARGEST WESTERN STORES, CATALOG, AND ONLINE STORE
Registration Number:	2652579	BUNKHOUSE COLLECTION
Registration Number:	3113078	AMBER LEAVES

**CORRESPONDENCE DATA**

Fax Number: (310)277-4730  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (310) 277-4110  
Email: jsbrown@mwe.com  
Correspondent Name: Andrew T. Turney  
Address Line 1: McDermott Will & Emery LLP  
Address Line 2: 2049 Century Park East, Suite 3800  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	074029-0080
NAME OF SUBMITTER:	Andrew T. Turney
Signature:	/Andrew T. Turney/
Date:	08/02/2010

Total Attachments: 10  
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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of July 30, 2007, by Sheplers, Inc. (the "Pledgor"), in favor of CIT Lending Services Corporation, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than excluded property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

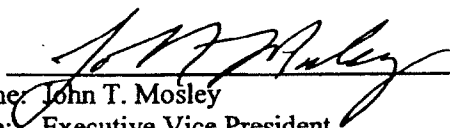
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[signature page follows]*

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SHEPLERS, INC.

By:   
Name: John T. Mosley  
Title: Executive Vice President

Accepted and Agreed:

CIT LENDING SERVICES CORPORATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[Trademark Security Agreement]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SHEPLERS, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

CIT LENDING SERVICES CORPORATION,  
as Administrative Agent

By: Eric L. Torzer  
Name: Eric L. Torzer  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Registered Trademarks and Servicemarks — United States Patent and Trademark Office**

<u>Mark</u>	<u>Registration #</u>
SHEPLERS & design	1,017,594
S & design (Steerhead in circle)	1,045,614
S & design (Steerhead in circle)	1,057,698
S & Steerhead design	1,137,758
S & design (Steerhead in circle)	1,137,889
SHEPLERS (Block letters)	1,141,784
(Character design of Ol' Shep)	1,254,863
OL' SHEP (Block letters)	1,255,648
SHEPLERS (Block letters)	1,308,095
SHEPLERS (Block letters)	1,308,389
BOOTS PLUS (Block letters)	1,532,417
WORLD'S LARGEST WESTERN STORES AND CATALOG (Block letters)	2,033,263
WORLD'S LARGEST WESTERN STORES (Block letters)	2,081,419
PROPORTIONED FIT	2,151,833
THE WORLD'S LARGEST WESTERN STORES	2,167,479
BOOTS 'N JEANS	2,342,054
THE WORLD'S LARGEST ONLINE WESTERN STORE	2,616,778
THE WORLD'S LARGEST WESTERN STORES, CATALOG, AND ONLINE STORE	2,619,843
BUNKHOUSE COLLECTION	2,652,579
AMBER LEAVES	3,113,078

**Registered Trademarks and Servicemarks — By State**

<u>Mark</u>	<u>State</u>	<u>Registration # / Date</u>	<u>Status</u>
SHEPLERS	Nebraska	643 / 9-8-78	Not renewed /

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			inactive
SHEPLERS	Tennessee		Not renewed / inactive

**Registered Trademarks and Servicemarks — Foreign**

<u>Mark</u>	<u>Foreign Authority</u>	<u>Registration # / Date</u>	<u>Status</u>
SHEPLERS	Canada	TMA429 / 6-24- 94	Not renewed / inactive
SHEPLERS	Mexico	460678 / 5-17-94	Not renewed / inactive
SHEPLERS	Benelux	520899	Not renewed / inactive
SHEPLERS	Switzerland	400811	Not renewed / inactive
SHEPLERS	United Kingdom	1516265 / 12-10- 93	Not renewed / inactive
SHEPLERS	Australia	588639 / 10-19- 92	Not renewed / inactive

**Internet Domain Names**

<u>Domain Name</u>	<u>Expires</u>	<u>Owner</u>	<u>Registrar</u>
sheplers.com	12/11/09	Sheplers Inc	Network Solutions, Inc
westernwear.com	2/7/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	Network Solutions, LLC
westernwear.tv	10/25/08	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	GoDaddy
sheplers.mobi	9/21/08	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	GoDaddy
bootsnjeans.com	5/13/11	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
bootwarehouse.com	3/31/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC

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bootwarehouse.com	9/9/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
casualwarehouse.com	11/5/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
casualwearhouse.com	9/9/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
chey-outfit.com	3/31/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
cowboyboots.com	6/19/08	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
hats-cowboy.com	4/1/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
hatwarehouse.com	3/3/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
hatwearhouse.com	9/9/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
jeans-n-denim.com	11/16/09	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
jeanwarehouse.com	3/31/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
jeanwearhouse.com	9/9/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
outdoorwarehouse.com	9/7/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
sheplers.biz	10/22/09	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
sheplers.info	10/23/09	Bill Earle Sheplers Inc. 6501 W. Kellogg	DirectNIC

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TRADEMARK  
REEL: 004252 FRAME: 0470

		Wichita, KS 67209	
sheplers.net	3/31/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
sheplers.org	3/31/10	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
sheplers.us	10/22/09	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
sheplerscountry.com	2/27/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
sheplersoutlet.com	8/23/11	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
westernboots.com	4/16/08	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
westemwearhouse.com	3/29/10	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amberleaf.biz	1/24/08	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amber-leaf.biz	1/24/08	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
arnber-leaf.com	1/24/08	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amber-leaf.net	1/24/08	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amberleaf.org	1/24/08	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amber-leaf.org	1/24/08	Bill Earle	DirectNIC

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		Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	
amberlcaf.us	1/24/08	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amber-leaf.us	1/24/08	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amberleafs.com	8/19/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amberleaves.biz	8/21/07	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amberleaves.com	8/5/09	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amberleaves.info	8/22/07	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
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amberleaves.org	8/22/07	Bill Earle Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
amberleaves.us	8/21/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
all-gardens.com	12/3/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
all-hammocks.com	12/3/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
bird-heaven.com	12/3/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC

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my-garden-decor.com	12/3/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
my-patio-furniture.com	12/3/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC
your-fountains.com	12/3/07	Sheplers Inc. 6501 W. Kellogg Wichita, KS 67209	DirectNIC

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