

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orscheln Farm and Home LLC		09/27/2011	LIMITED LIABILITY COMPANY: MISSOURI

**RECEIVING PARTY DATA**

<b>Name:</b>	The CIT Group/Business Credit, Inc., as Agent
<b>Street Address:</b>	11 West 42nd Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3695789	ANSWERS & LOW PRICES DOWN EVERY AISLE
Registration Number:	3507420	COUNTRY LANE
Registration Number:	3330097	ANSWER MAN
Registration Number:	2952743	COUNTRY LANE SUPREME
Registration Number:	2971715	ORSCHELN FARM&HOME AWARDS
Registration Number:	2739583	ORSCHELN AWARDS
Registration Number:	2472060	ORSCHELN FARM & HOME
Registration Number:	1336043	ORSCHELN

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
 Phone: (312) 609-7838  
 Email: podonoghue@vedderprice.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**CH \$215.00 3695789**

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
Address Line 1: 222 North LaSalle Street  
Address Line 2: Suite 2500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	27804.00.0052
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	09/27/2011

**Total Attachments: 7**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 27, 2011 by ORSCHELN FARM AND HOME LLC, a Missouri limited liability company ("Grantor"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (in its individual capacity, "CIT BC"), in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, CIT BC, CIT Bank and Grantor are parties to that certain Financing Agreement dated as of March 20, 2008 (as subsequently amended, supplemented or otherwise modified from time to time, the "Original Loan Agreement"), pursuant to which, among other things, (i) Grantor acknowledged, reaffirmed, confirmed and ratified its prior grant to CIT BC of a security interest in all of the property and assets of Grantor and (ii) CIT BC and Grantor entered into that certain First Amendment to Grant of Security Interest in Trademarks and Licenses dated as of March 20, 2008 which amended that certain Grant of Security Interest in Trademarks and Licenses dated as of January 19, 2001 (collectively, the "Original Trademark Security Agreement");

WHEREAS, the Agent, the Lenders and Grantor desire to amend and restate the Original Loan Agreement and certain other documents, instruments and agreements executed in connection with the Original Loan Agreement, all to provide for, among other things, (i) an acknowledgment, reaffirmation, confirmation and ratification of Grantor's prior grant of a security interest in all of its assets and (ii) the appointment of CIT BC as Administrative Agent and Collateral Agent, all as described more fully herein and in the other Loan Documents including, without limitation, that certain Financing Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, certain Subsidiaries of Grantor from time to time parties to the Loan Agreement (together with Grantor, the "Borrowers"), CIT BC, as Administrative Agent, Collateral Agent and Documentation Agent, and the Lenders;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor and the other Loan Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby acknowledges, reaffirms, confirms and ratifies its prior grant to CIT BC under the Original Trademark Security Agreement of a security interest in and continuing lien on all of the "Intellectual Property Collateral" (as defined in the Original Trademark Security Agreement) (which prior grant is assigned to Agent for the ratable benefit of the Secured Parties), and Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, in each case now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), in each case, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations:

(a) all of its Trademarks and Trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. GUARANTEE AND COLLATERAL AGREEMENT.

The security interests granted, acknowledged, confirmed, ratified and reaffirmed pursuant to this Trademark Security Agreement are granted, acknowledged, confirmed, ratified and reaffirmed in conjunction with the security interests granted, acknowledged, confirmed, ratified and reaffirmed to Agent, on behalf of itself and Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW.

The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but

excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

6. RESTATEMENT.

This Agreement amends and restates the Original Trademark Security Agreement. Grantor acknowledges and agrees that all of the security interests and liens granted by Grantor under the Original Trademark Security Agreement and all instruments, documents and agreements executed in connection therewith are hereby reaffirmed and remain in full force and effect and shall continue hereafter to secure all Obligations.

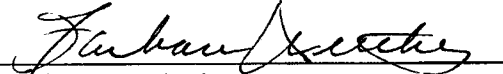
[Signature Page Follows]

*(Signature Page to Amended and Restated Trademark Security Agreement)*

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

**GRANTOR:**

**ORSCHLN FARM AND HOME LLC**, a  
Missouri limited liability company

By:   
Barbara A. Westhues  
Senior Vice President – Finance

***(Signature Page to Amended and Restated Trademark Security Agreement)***

ACCEPTED AND ACKNOWLEDGED  
BY:

**THE CIT GROUP/BUSINESS CREDIT,  
INC., as Agent**

By:   
Andrew Hausspiegel  
Vice President, Relationship Manager





**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

TRADEMARKS (with Application/Registration numbers, as applicable)

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ANSWERS AND LOW PRICES DOWN EVERY AISLE	U.S.	3695789	13Oct2009
COUNTRY LANE	U.S.	3507420	30Sep2008
ANSWER MAN	U.S.	3330097	06Nov2007
COUNTRY LANE SUPREME	U.S.	2952743	17May2005
ORSCHELN FARM&HOME AWARDS	U.S.	2971715	19Jul2005
ORSCHELN AWARDS	U.S.	2739583	22Jul2003
ORSCHELN FARM&HOME	U.S.	2472060	24Jul2001
ORSCHELN	U.S.	1336043	14May1985

TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>
None			

TRADEMARK LICENSES

<b>Name of Agreement</b>	<b>Parties</b>	<b>Date of Agreement</b>
None		