

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.		12/20/2011	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	THL CORPORATE FINANCE, INC., AS AGENT
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3113078	AMBER LEAVES
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:	2033263	WORLD'S LARGEST WESTERN STORES AND CATALOG
Registration Number:	2081419	WORLD'S LARGEST WESTERN STORES
Registration Number:	2167479	THE WORLD'S LARGEST WESTERN STORES

CH \$590.00 3113078

Registration Number:	2342054	BOOTS 'N JEANS
Registration Number:	3193462	SHEPLERS
Registration Number:	3781832	YOUR COUNTRY, YOUR WAY
Serial Number:	85261848	FLINT HILLS
Serial Number:	85261879	GIBSON TRADING COMPANY
Serial Number:	85315981	
Serial Number:	85396637	WESTERN WEAR FOR THE WAY YOU LIVE
Serial Number:	85399269	GIBSON TRADING COMPANY
Serial Number:	85434444	RED RANCH

CORRESPONDENCE DATA

Fax Number: (617)526-9899

Phone: 6175269600

Email: cslattery@proskauer.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

73675/036

NAME OF SUBMITTER:

Christine Slattery

Signature:

/Christine Slattery/

Date:

12/20/2011

Total Attachments: 7

source=Trademark Security Agreement (TLA) (executed)#page1.tif

source=Trademark Security Agreement (TLA) (executed)#page2.tif

source=Trademark Security Agreement (TLA) (executed)#page3.tif

source=Trademark Security Agreement (TLA) (executed)#page4.tif

source=Trademark Security Agreement (TLA) (executed)#page5.tif

source=Trademark Security Agreement (TLA) (executed)#page6.tif

source=Trademark Security Agreement (TLA) (executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2011, by between SHEPLERS, INC., a Kansas corporation ("Grantor"), in favor of THL CORPORATE FINANCE, INC., in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated as of December 20, 2011 by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Term Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Term 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 "Security Agreement");

WHEREAS, pursuant to the Security 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, 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

(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 (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. GOVERNING LAW.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING GENERAL OBLIGATIONS LAW 5-1401

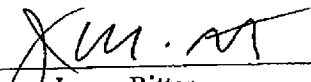
5. COUNTERPARTS.

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 facsimile 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 facsimile 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.

[signature page follows]

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.

SHEPLERS, INC.

By: 
Name: James Ritter
Title: Chief Financial Officer and
Executive Vice President

[Trademark Security Agreement - TLA]

TRADEMARK
REEL: 004683 FRAME: 0096

ACCEPTED AND ACKNOWLEDGED BY:

THL CORPORATE FINANCE, INC.,
as Agent

By: 



Name: Christopher J. Flynn
Title: Managing Director



[Trademark Security Agreement – TLA]

TRADEMARK
REEL: 004683 FRAME: 0097

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Renewal Date</u>
SHEPLERS	Australia	588639	19-Oct-1992	19-Oct-2019
SHEPLERS	Canada	TMA429523	24-Jun-1994	24-Jun-2024
SHEPLERS	Mexico	460678	17-May-1994	17-May-2014
SHEPLERS	Switzerland	400811	14-Oct-1992	14-Oct-2012
SHEPLERS	United Kingdom	1516265	10-Dec-1993	19-Oct-2019
AMBER LEAVES	U.S. Federal	3113078	04-Jul-2006	04-Jul-2016
S SHEPLERS INC. 	U.S. Federal	1017594	05-Aug-1975	05-Aug-2015
S 	U.S. Federal	1045614	03-Aug-1976	03-Aug-2016
S 	U.S. Federal	1057698	01-Feb-1977	01-Feb-2017
S 	U.S. Federal	1137758	15-Jul-1980	15-Jul-2020

S 	U.S. Federal	1137889	15-Jul-1980	15-Jul-2020
SHEPLERS	U.S. Federal	1141784	25-Nov-1980	25-Nov-2020
Design Only 	U.S. Federal	1254863	18-Oct-1983	18-Oct-2013
OL' SHEP	U.S. Federal	1255648	25-Oct-1983	25-Oct-2013
SHEPLERS	U.S. Federal	1308095	04-Dec-1984	04-Dec-2014
SHEPLERS	U.S. Federal	1308389	04-Dec-1984	04-Dec-2014
WORLD'S LARGEST WESTERN STORES AND CATALOG	U.S. Federal	2033263	28-Jan-1997	28-Jan-2017
WORLD'S LARGEST WESTERN STORES	U.S. Federal	2081419	22-Jul-1997	22-Jul-2017
THE WORLD'S LARGEST WESTERN STORES	U.S. Federal	2167479	23-Jun-1998	23-Jun-2018
BOOTS 'N JEANS	U.S. Federal	2342054	18-Apr-2000	18-Apr-2020
SHEPLERS	U.S. Federal	3193462	02-Jan-2007	02-Jan-2017
YOUR COUNTRY, YOUR WAY	U.S. Federal	3781832	27-Apr-2010	27-Apr-2020
SHEPLERS	U.S. State - Ohio	3135		
SHEPLERS	U.S. State - Oklahoma	15407		

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Country</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
SHEPLERS	Australia	1443876	18-Aug-2011
SHEPLERS	Canada	1540229	18-Aug-2011
SHEPLERS	Community Trademarks	10201697	17-Aug-2011
SHEPLERS	New Zealand	847911	19-Aug-2011
SHEPLERS	Switzerland	59396/2011	17-Aug-2011
FLINT HILLS	U.S. Federal	85261848	09-Mar-2011
GIBSON TRADING COMPANY	U.S. Federal	85261879	09-Mar-2011
Design Only 	U.S. Federal	85315981	09-May-2011
WESTERN WEAR FOR THE WAY YOU LIVE	U.S. Federal	85396637	12-Aug-2011
GIBSON TRADING COMPANY	U.S. Federal	85399269	16-Aug-2011
RED RANCH	U.S. Federal	85434444	28-Sep-2011