

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303948

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blain Supply, Inc.		05/08/2014	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	10 S. Wacker Dr.		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 49</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2260503	AGRIMASTER	
<b>Registration Number:</b>	3751814	AGRIMASTER	
<b>Serial Number:</b>	85639361	AGRIMASTER	
<b>Registration Number:</b>	3749654	AGRIMASTER	
<b>Registration Number:</b>	3751813	AGRIMASTER	
<b>Registration Number:</b>	2208925	AGRIMASTER	
<b>Registration Number:</b>	3333746	B G	
<b>Registration Number:</b>	3333760	B G	
<b>Registration Number:</b>	4338814	BYT BUILD YOUR TOOLBOX	
<b>Registration Number:</b>	3009930	BLAIN'S FARM & FLEET	
<b>Registration Number:</b>	4441734	BLAIN'S FARM & FLEET	
<b>Registration Number:</b>	2852826	BLAIN'S FARM FF FLEET	
<b>Registration Number:</b>	3429323	BLAIN'S GOURMET	
<b>Registration Number:</b>	3429322	FF BLAIN'S GOURMET	
<b>Registration Number:</b>	3819825	CG CG	
<b>Registration Number:</b>	3502944	DURACRAFT	
<b>Registration Number:</b>	3042726	DURACRAFT	
<b>Registration Number:</b>	2490918	DURACRAFT	
<b>Registration Number:</b>	3502945	DURACRAFT	
<b>TRADEMARK</b>			

CH \$1240.00 2260503

Property Type	Number	Word Mark
Registration Number:	3145453	DURACRAFT
Registration Number:	4198591	DURACRAFT
Registration Number:	2524842	DURACRAFT
Registration Number:	3306650	DURACRAFT
Registration Number:	4198593	DURACRAFT PRO
Registration Number:	4198594	DURACRAFT PRO
Registration Number:	4198595	DURACRAFT PRO
Registration Number:	2301209	ESTATE
Registration Number:	3356256	ESTATE
Registration Number:	2508124	ESTATE
Registration Number:	3824908	ESTATE
Registration Number:	4441735	FARM & FLEET
Registration Number:	4441736	FARM & FLEET
Registration Number:	1612113	LINCOLN
Registration Number:	4199029	PATRICIA'S CLOSET
Serial Number:	85510131	BLAIN'S FARM & FLEET COUNTRY STEW
Registration Number:	4422497	BLAIN'S FARM & FLEET OVEN ROASTED CHICKE
Registration Number:	4518212	BLAIN'S FARM & FLEET WITH CHICKEN & RICE
Serial Number:	85525748	BLAIN'S FARM & FLEET FINEST CUTS
Serial Number:	85525708	BLAIN'S FARM & FLEET QUALITY CUTS
Registration Number:	3752105	BAC'N SMACKERS
Registration Number:	3662160	CANINE CUTLETS
Registration Number:	3706362	FIDO FILLETS
Registration Number:	3706361	FIDO FRANKS
Serial Number:	85721859	FRIENDLIEST CATCH
Registration Number:	1825256	ROCK RIVER
Registration Number:	4346966	ROCK RIVER TRADING
Registration Number:	4346967	ROCK RIVER TRADING
Registration Number:	1598686	WORKN'SPORT
Registration Number:	1358122	WORKN' SPORT

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Email:** rebecca.lederhouse@bakermckenzie.com,  
colleen.brennan@bakermckenzie.com

**Correspondent Name:** Rebecca Lederhouse

**Address Line 1:** 300 East Randolph Street, Suite 5000

**Address Line 2:** Baker & McKenzie LLP

**Address Line 4:** Chicago, ILLINOIS 60601

**TRADEMARK**

**REEL. 005276 FRAME. 0480**

<b>NAME OF SUBMITTER:</b>	Rebecca Lederhouse
<b>SIGNATURE:</b>	/rebecca lederhouse/
<b>DATE SIGNED:</b>	05/08/2014
<b>Total Attachments: 7</b> source=Blain Trademark Security Agreement#page1.tif source=Blain Trademark Security Agreement#page2.tif source=Blain Trademark Security Agreement#page3.tif source=Blain Trademark Security Agreement#page4.tif source=Blain Trademark Security Agreement#page5.tif source=Blain Trademark Security Agreement#page6.tif source=Blain Trademark Security Agreement#page7.tif	

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2014, is made by BLAIN SUPPLY, INC., a Wisconsin corporation, as grantor (the "Grantor"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below, and together with the Agent, the "Secured Parties").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 8, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, among others, BLAIN SUPPLY, INC., a Wisconsin corporation, FARM & FLEET OF DODGEVILLE, INC., a Wisconsin corporation, FARM & FLEET OF JANESVILLE, INC., a Wisconsin corporation, FARM & FLEET OF MADISON, INC., a Wisconsin corporation, FARM & FLEET OF MONROE, INC., a Wisconsin corporation, FARM AND FLEET OF PLATTEVILLE, INC., a Wisconsin corporation, FARM & FLEET OF RICE LAKE, INC., a Wisconsin corporation, FARM & FLEET OF DEKALB, INC., an Illinois corporation, FREEPORT FARM & FLEET, INC., an Illinois corporation, GENESEO FARM AND FLEET, INC., an Illinois corporation, OTTAWA FARM & FLEET, INC., an Illinois corporation, STERLING FARM & FLEET, INC., an Illinois corporation, WOODSTOCK FARM & FLEET, INC., an Illinois corporation, DAVENPORT FARM & FLEET, INC., an Iowa corporation, and ENTERPRISE DRIVE, LLC., a Wisconsin limited liability company (collectively, the "Borrowers"), Blain Supply, Inc., as Borrowers' Agent, the lenders party thereto from time to time pursuant to the terms thereof (the "Lenders"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to that certain Collateral Agreement dated as of the date hereof pursuant to which the Grantor, among other grantors, has granted to Agent a security interest in the Collateral (as such term is defined in the Collateral Agreement) and in connection with which, Grantor is entering into this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby

mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by such Grantor of any right under any Trademark (the "Licenses"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

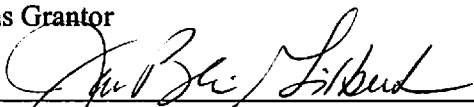
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the 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.

Very truly yours,

BLAIN SUPPLY, INC.,  
as Grantor

By:   
Name: Jane Blain Gilbertson  
Title: Executive Vice President

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Edmund H. Lester  
Title: Senior Vice President

IN WITNESS WHEREOF, the 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.

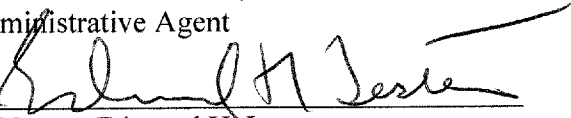
Very truly yours,

BLAIN SUPPLY, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Jane Blain Gilbertson  
Title: Executive Vice President

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Edmund H. Lester  
Title: Senior Vice President

**SCHEDULE 1**

<b>MARK</b>	<b>CLASS</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>OWNER</b>
AGRIMASTER Stylized mark Serial No. 75,381,319	3, 4, 5	2,260,503	7/13/99	Blain Supply, Inc.
AGRIMASTER Words only Serial No. 77,779,369	6	3,751,814	2/23/10	Blain Supply, Inc.
AGRIMASTER Words only Serial No. 85,639,361	7			Blain Supply, Inc.
AGRIMASTER Words only Serial No. 77,779,574	20	3,749,654	2/16/10	Blain Supply, Inc.
AGRIMASTER Words only Serial No. 77, 779,332	22	3,751,813	2/23/10	Blain Supply, Inc.
AGRIMASTER Stylized mark Serial No. 75,381,318	31	2,208,925	12/8/98	Blain Supply, Inc.
B G Stylized mark Serial No. 77,084,885	29, 30	3,333,746	11/13/07	Blain Supply, Inc.
B G (Standard Characters) Serial No. 77,085,394	29, 30	3,333,760	11/13/07	Blain Supply, Inc.
BYT BUILD YOUR TOOLBOX Design Serial No. 85,768,164	35	4,338,814	5/21/13	Blain Supply, Inc.
BLAIN'S FARM & FLEET (words only) Serial No. 76,485,613	35, 37	3,009,930	11/1/05	Blain Supply, Inc.
BLAIN'S FARM & FLEET (words only) Serial No. 77,894,710	35	4,441,734	12/3/13	Blain Supply, Inc.
BLAIN'S FARM FF FLEET & DESIGN Serial No. 76,485,864	9, 35, 37	2,852,826	6/15/04	Blain Supply, Inc.
BLAIN'S GOURMET (words only) Serial No. 77,085,365	29, 30	3,429,323	5/20/08	Blain Supply, Inc.
BLAIN'S GOURMET FF Stylized mark Serial No. 77,085,327	29, 30	3,429,322	5/20/08	Blain Supply, Inc.
CG/CG Stylized Mark Serial No. 78,919,814	25	3,819,825	7/13/10	Blain Supply, Inc.
DURACRAFT Words only Serial No. 78,403,887	6	3,502,944	9/16/08	Blain Supply, Inc.
DURACRAFT Words only Serial No. 78,403,914	7	3,042,726	1/10/06	Blain Supply, Inc.
DURACRAFT Words only Serial No. 76,182,115	8	2,490,918	9/18/01	Blain Supply, Inc.

Trademark Security Agreement



MARK	CLASS	REG. NO.	REG. DATE	OWNER
DURACRAFT Words only Serial No. 78,403,937	8	3,502,945	9/16/08	Blain Supply, Inc.
DURACRAFT Words only Serial No. 78,741,409	8	3,145,453	9/19/06	Blain Supply, Inc.
DURACRAFT Words only Serial No. 85,566,494	8	4,198,591	8/28/12	Blain Supply, Inc.
DURACRAFT Words only Serial No. 76,182,116	9	2,524,842	1/1/02	Blain Supply, Inc.
DURACRAFT Words only Serial No. 78,742,431	11	3,306,650	10/9/07	Blain Supply, Inc.
DURACRAFT PRO Words only 85,566,556	6	4,198,593	8/28/12	Blain Supply, Inc.
DURACRAFT PRO Words only Serial No. 85,566,619	8	4,198,594	8/28/12	Blain Supply, Inc.
DURACRAFT PRO Words only Serial No. 85,566,661	20	4,198,595	8/28/12	Blain Supply, Inc.
ESTATE Words only Serial No. 75,209,974	1	2,301,209	12/21/99	Blain Supply, Inc.
ESTATE Words only Serial No. 78,875,169	1	3,356,256	12/18/07	Blain Supply, Inc.
ESTATE Words only Serial No. 75,980,003	8	2,508,124	11/13/01	Blain Supply, Inc.
ESTATE Words only Serial No. 77,896,601	31	3,824,908	7/27/10	Blain Supply, Inc.
FARM & FLEET Words only Serial No. 77,894,766	35	4,441,735	12/3/13	Blain Supply, Inc.
FARM & FLEET Words only Serial No. 77,894,812	35	4,441,736	12/3/13	Blain Supply, Inc.
LINCOLN Words only Serial No. 73,813,254	22	1,612,113	9/4/90	Blain Supply, Inc.
PATRICIA'S CLOSET Words only Serial No. 85,078,141	25	4,199,029	8/28/12	Blain Supply, Inc.
<b>PET FOOD:</b>				
Blain's Farm & Fleet Country Stew Words only Serial No. 85,510,131	31	4,522,419	4/29/14	Blain Supply, Inc.
Blain's Farm & Fleet Oven Roasted Chicken Dinner Words only Serial No. 85,510,242	31	4,422,497	10/22/13	Blain Supply, Inc.

Trademark Security Agreement

3336480-v3\

**TRADEMARK**  
**REEL: 005276 FRAME: 0467**

<b>MARK</b>	<b>CLASS</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>OWNER</b>
Blain's Farm & Fleet With Chicken & Rice Words only Serial No. 85,510,174	31	4,518,212	4/22/14	Blain Supply, Inc.
Blain's Farm & Fleet Finest Cuts Words only Serial No. 85,525,748	31			Blain Supply, Inc.
Blain's Farm & Fleet Quality Cuts Words only Serial No. 85,525,708	31			Blain Supply, Inc.
<b>PET TREATS:</b>				
BAC'N SMACKERS Words only Serial No. 77,783,753	31	3,752,105	2/23/10	Blain Supply, Inc.
CANINE CUTLETS Words only Serial No. 77,507,545	31	3,662,160	7/28/09	Blain Supply, Inc.
FIDO FILLETS Words only Serial No. 77,507,527	31	3,706,362	11/3/09	Blain Supply, Inc.
FIDO FRANKS Words only Serial No. 77,507,477	31	3,706,361	11/3/09	Blain Supply, Inc.
FRIENDLIEST CATCH Words only Serial No. 85,721,859	31			Blain Supply, Inc.
ROCK RIVER Words only	25	1,825,256	3/8/94	Blain Supply, Inc.
ROCK RIVER TRADING <b>STANDARD CHARACTERS</b> Serial No. 77,400,541	25	4,346,966	6/4/13	Blain Supply, Inc.
ROCK RIVER TRADING <b>STYLIZED MARK</b> Serial No. 77,400,575	25	4,346,967	6/4/13	Blain Supply, Inc.
WORKN'SPORT Words only Serial No. 73,797,047	25	1,598,686	5/29/90	Blain Supply, Inc.
WORKN'SPORT Words only Serial No. 73,465,484	25	1,358,122	9/3/85	Blain Supply, Inc.

Trademark Security Agreement

3336480-v3\

**RECORDED: 05/08/2014**

**TRADEMARK  
REEL: 005276 FRAME: 0468**