

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346187

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Release of Trademark Security Agreement Covering Interests in Trademarks |

## CONVEYING PARTY DATA

| Name  | Formerly | Execution Date | Entity Type           |
|---|----------|----------------|-----------------------|
| THL Corporate Finance, Inc.,<br>as Administrative Agent |          | 06/29/2015     | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

|                        |                                 |
|------------------------|---------------------------------|
| <b>Name:</b>           | Sheplers, Inc.                  |
| <b>Street Address:</b> | 3211 Internet Blvd., Suite #300 |
| <b>City:</b>           | Frisco                          |
| <b>State/Country:</b>  | TEXAS                           |
| <b>Postal Code:</b>    | 75034                           |
| <b>Entity Type:</b>    | CORPORATION: KANSAS             |

## 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 CATAL |
| Registration Number: | 2081419  | WORLD'S LARGEST WESTERN STORES           |
| Registration Number: | 2167479  | THE WORLD'S LARGEST WESTERN STORES       |
| Registration Number: | 2342054  | BOOTS 'N JEANS                           |
| Registration Number: | 3193462  | SHEPLERS                                 |
| Registration Number: | 3781832  | YOUR COUNTRY, YOUR WAY                   |
| Serial Number:       | 85261848 | FLINT HILLS                              |

CH \$590.00 3113078

TRADEMARK

| Property Type  | Number   | Word Mark                         |
|----------------|----------|-----------------------------------|
| 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:** 6179518736  
**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.**  
**Phone:** 617-951-8132  
**Email:** linda.salera@morganlewis.com  
**Correspondent Name:** Linda A. Salera  
**Address Line 1:** One Federal Street  
**Address Line 2:** c/o Morgan, Lewis & Bockius, LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02110

|                           |                   |
|---------------------------|-------------------|
| <b>NAME OF SUBMITTER:</b> | Linda A. Salera   |
| <b>SIGNATURE:</b>         | /Linda A. Salera/ |
| <b>DATE SIGNED:</b>       | 06/29/2015        |

**Total Attachments: 17**  
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RELEASE OF TRADEMARK SECURITY AGREEMENT  
COVERING INTERESTS IN TRADEMARKS

Reference is made to the Trademark Security Agreement, dated as of December 20, 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) between THL CORPORATE FINANCE, INC. (the “Administrative Agent”), in its capacity as Administrative Agent and Collateral Agent for the Purchasers pursuant to the Note Purchase Agreement (as defined in the Trademark Security Agreement) and SHEPLERS, INC., a Kansas corporation (the “Grantor”) and recorded with the Trademark Division of the United States Patent and Trademark Office on December 20, 2011 (trademarked works reel/frame 4683/0101) and attached hereto as Exhibit A.

WHEREAS, the Administrative Agent now desires to terminate and release the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent hereby terminates the Trademark Security Agreement and releases all its right, title and interest in and to the following (collectively, the “Released Collateral”):

- (i) all of its trademarks, including those referred to on Schedule I hereto;
- (ii) all reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (iv) all products and proceeds of the foregoing, including, without limitation, any claim by the 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.

The Administrative Agent also reassigns, grants, and conveys to the Grantor all of the Administrative Agent’s right, title and interest in and to the Released Collateral, all without warranty or representation of any kind.

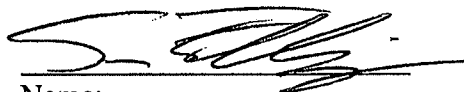
Dated: June [29], 2015

[signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Agreement to be duly executed on the date first above written.

THL CORPORATE FINANCE, INC.,  
as Administrative Agent

By: \_\_\_\_\_









Name:

Title:

SCHEDULE I

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.<br> | U.S. Federal   | 1017594                    | 05-Aug-1975              | 05-Aug-2015         |
| S<br>              | U.S. Federal   | 1045614                    | 03-Aug-1976              | 03-Aug-2016         |
| S<br>              | U.S. Federal   | 1057698                    | 01-Feb-1977              | 01-Feb-2017         |
| S<br>              | U.S. Federal   | 1137758                    | 15-Jul-1980              | 15-Jul-2020         |

|  |                          |         |             |             |
|--|--------------------------|---------|-------------|-------------|
| S<br>           | U.S. Federal             | 1137889 | 15-Jul-1980 | 15-Jul-2020 |
| SHEPLERS   | U.S. Federal             | 1141784 | 25-Nov-1980 | 25-Nov-2020 |
| Design Only<br> | 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<br>WESTERN STORES<br>AND CATALOG   | U.S. Federal             | 2033263 | 28-Jan-1997 | 28-Jan-2017 |
| WORLD'S LARGEST<br>WESTERN STORES  | U.S. Federal             | 2081419 | 22-Jul-1997 | 22-Jul-2017 |
| THE WORLD'S<br>LARGEST WESTERN<br>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,<br>YOUR WAY  | U.S. Federal             | 3781832 | 27-Apr-2010 | 27-Apr-2020 |
| SHEPLERS   | U.S. State -<br>Ohio     | 3135    |             |             |
| SHEPLERS   | U.S. State -<br>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<br> | 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             |

EXHIBIT A

Trademark Security Agreement

(see attached)



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 Purchasers ("Agent").

WITNESSETH:

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

WHEREAS, Agent and Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantor and the other Note Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Purchasers, 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 Purchasers, 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 Purchasers, 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 Purchasers, 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 - NPA}

TRADEMARK  
REEL: 005563 FRAME: 0982

ACCEPTED AND ACKNOWLEDGED BY:

THL CORPORATE FINANCE, INC.,  
as Agent

By: 





Name: Christopher J. Flynn  
Title: Managing Director



[Trademark Security Agreement – NPA]

**TRADEMARK**  
**REEL: 005563 FRAME: 0983**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

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|  |                          |         |             |             |
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| SHEPLERS   | U.S. State -<br>Ohio     | 3135    |             |             |
| SHEPLERS   | U.S. State -<br>Oklahoma | 15407   |             |             |

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| SHEPLERS   | Canada               | 1540229                          | 18-Aug-2011             |
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