

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zareba Systems, Inc.		07/10/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tractor Supply Co. of Texas, LP		
<b>Street Address:</b>	5401 Virginia Way		
<b>City:</b>	Brentwood		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37027		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5267098	AMERICAN FARM WORKS	
<b>Registration Number:</b>	5371664	AMERICAN FARMWORKS	
<b>Registration Number:</b>	1787943	AMERICAN FARMWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<i>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.</i>			
<b>Phone:</b>	615-850-8741		
<b>Email:</b>	trademarkdocket@wallerlaw.com		
<b>Correspondent Name:</b>	Robert P. Felber, Jr.		
<b>Address Line 1:</b>	c/o Waller Lansden Dortch & Davis, LLP		
<b>Address Line 2:</b>	511 Union Street, Suite 2700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>ATTORNEY DOCKET NUMBER:</b>	012795.06979		
<b>NAME OF SUBMITTER:</b>	Robert P. Felber, Jr.		
<b>SIGNATURE:</b>	/ROBERT P. FELBER, JR./		
<b>DATE SIGNED:</b>	01/15/2021		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF TRADEMARKS, ACCOMPANYING  
REGISTRATIONS AND GOODWILL**

This Assignment of Trademarks, Accompanying Registrations and Goodwill (this "**Assignment**") is entered into effective as of July 10, 2020 (the "**Effective Date**"), by and between Zareba Systems, Inc., a Delaware corporation with offices at 29 East King Street, Lancaster, PA 17602 (the "**Assignor**"), and Tractor Supply Co. of Texas, LP, a Texas limited partnership, with offices at 5401 Virginia Way, Brentwood, TN 37027 (the "**Assignee**"), in accordance with the terms of that certain Exclusivity and Trademarks Purchase Agreement, dated July 15, 2016 (the "**Purchase Agreement**"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademarks listed on Exhibit A attached hereto (collectively, the "**Marks**"), all applications and registrations therefor, any issuances, renewals or extensions of such registrations, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Purchase, and this Assignment is not intended to alter the rights or obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Purchase Agreement, and with respect to matters addressed in the Purchase Agreement but not addressed herein, the parties hereto agree that the terms of the Purchase Agreement shall control.

Assignor agrees to execute and deliver at the request of Assignee, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in

and to the Marks and all applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

ZAREBA SYSTEMS, INC.

By: 


Name: M. Nistal

Title: CEO

**ASSIGNEE:**

TRACTOR SUPPLY CO. OF TEXAS, LP


By: Tractor Supply Company,  
General Partner


By:   
Ben Parrish (Jan 15, 2021 09:22 CST)

Name: Benjamin F. Parrish, Jr.

Title: EVP, General Counsel & Corporate Secretary

**EXHIBIT A**  
**TO**  
**ASSIGNMENT OF TRADEMARKS, ACCOMPANYING**  
**REGISTRATIONS AND GOODWILL**

	MARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE	GOODS
1.		United States	5267098	08/15/2017	<p>component parts of electrical fences, namely, metal staples for construction of fences, metal wire joiners, metal T-Post wire clips to attach non-electrified wire to T-Posts; spools of barbed wire (Class 6); manually operated fencing tools and fence installation tools, namely, barbed wire stretcher, woven wire stretcher, in-line metal strainers for tightening fence wire and fence lines, wire tensioners, hand cable splicers, pliers, wire crimpers, cable and wire twisting tools (Class 8); electrical fences and components and parts therefor, namely, energizers for electric fences, electric wire, electric poly wire, volt electric meters; spools of electric wire (Class 9); poly tape, namely, tape made of woven polymers of polyethylene, polyester or other plastics with metal conductors; insulators, namely, electrical ceramic insulators and electrical insulating materials (Class 17); component parts of electrical fences, namely, plastic and rubber handles for electric fences and gates (Class 20); poly rope (Class 22)</p>

	MARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE	GOODS
2.	AMERICAN FARMWORKS	United States	5371664	01/02/2018	component parts of electrical fences, namely, metal staples for construction of fences, metal wire joiners, metal T-Post wire clips to attach non-electrified wire to T-Posts; spools of barbed wire (Class 6); manually operated fencing tools and fence installation tools, namely, barbed wire stretcher, woven wire stretcher, in-line metal strainers for tightening fence wire and fence lines, wire tensioners, hand cable splicers, pliers, wire crimpers (Class 8); electrical fences and components and parts therefor, namely, energizers for electric fences, electric wire, electric poly wire, volt electric meters, plastic and rubber handles for electric fences and gates, and poly tape in particular electrical fence tape used to conduct charges in electric fences made of metal conductors woven with polymers of polyethylene, polyester or other plastics; spools of electric wire (Class 9); insulators, namely, electrical ceramic insulators and electrical insulating materials (Class 17); poly rope (Class 22)
3.	 American FarmWorks	United States	1787943	08/17/1993	electrical fences and component parts therefor (Class 9)