

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C-A-L Stores Companies, Inc.		08/24/2022	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97237190	EVERY JOB. EVERY SEASON.	
Serial Number:	97237186	EVERY JOB. EVERY SEASON. WE'LL BE HERE F	
Registration Number:	4595731	A RANCH & HOME STORE AND SO MUCH MORE!	
Registration Number:	4399104	C-A-L RANCH STORES	
Registration Number:	4395277	C-A-L RANCH	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gloria Sheehan		
SIGNATURE:	/Gloria Sheehan/		
DATE SIGNED:	08/24/2022		

OP \$140.00 97237190

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 24, 2022, is made by C-A-L Stores Companies, Inc. (the "Grantor"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), in its capacities as administrative agent, L/C Issuer and Swing Line Lender for the Secured Parties (as defined in the Credit Agreement defined below) pursuant to the Credit Agreement, as pledgee, assignee and Secured Party (in such capacities and together with any successors in such capacities, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among C-A-L Stores Companies, Inc., an Idaho corporation, as the Lead Borrower, the Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders have agreed to extend credit and make certain other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Security Agreement, dated as of the date hereof (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant to Agent (for the benefit of the Secured Parties) a security interest in all or substantially all of its assets to secure the Secured Obligations pursuant to the terms thereof; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement and to extend credit and provide other financial accommodations to the Borrowers pursuant thereto, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.

2. Grant of Security Interest in Intellectual Property. As collateral security for the payment and performance in full of all the Secured Obligations, Grantor hereby pledges and grants to the Agent for its benefit and for the benefit of the other Secured Parties, a Lien on and security interest in and to all of the right, title and interest of such Grantor in, to and under the following Collateral of such Grantor, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Intellectual Property Collateral"):

(a) all of its Trademarks and all related Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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 products and proceeds of the foregoing, and all income, royalties 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.

Notwithstanding anything to the contrary contained in clauses (a) through (d) above, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any Excluded Assets.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent or the other members of the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement.

(a) If Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto.

(b) Without limiting Grantor's obligations under this section, Grantor hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Intellectual Property Collateral of which notice is provided to the Agent for such purpose in accordance with the terms of the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS;
WAIVER OF JURY TRIAL. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT
TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION,
SERVICE OF PROCESS, AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 9.8 AND 9.9
OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY
THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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:

C-A-L STORES COMPANIES, INC.

By: Thomas Yeasley
Name: Thomas Yeasley
Title: CEO

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Agent

By: 
Name: William Green
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
C-A-L Stores Companies, Inc.	US	EVERY JOB. EVERY SEASON.	Serial Number: 97237190	Filing date: 01/ 25/ 2022
C-A-L Stores Companies, Inc.	US	EVERY JOB. EVERY SEASON. WE WILL BE HERE FOR YOU.	Serial number: 97237186	Filing date: 01/25/ 2022
C-A-L Stores Companies, Inc.	US	A RANCH & HOME STORE AND SO MUCH MORE!	4595731	9/2/2014
C-A-L Stores Companies, Inc.	US	C-A-L RANCH STORES (words claimed only in connection with design mark shown) 	4399104	9/10/2013
C-A-L Stores Companies, Inc.	US	C-A-L RANCH	4395277	9/3/2013