

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blain Supply, Inc.		09/16/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	10 South Wacker Drive, Suite 1600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	3751814	AGRIMASTER	
Registration Number:	3749654	AGRIMASTER	
Registration Number:	3751813	AGRIMASTER	
Registration Number:	6260828	AGRIMASTER	
Registration Number:	2208925	AGRIMASTER	
Registration Number:	2260503	AGRIMASTER	
Registration Number:	3752105	BAC'N SMACKERS	
Serial Number:	97040010	BLAIN'S	
Serial Number:	97040023	BLAIN'S	
Serial Number:	97039980	BLAIN'S FARM & FLEET	
Serial Number:	97039994	BLAIN'S FARM & FLEET	
Registration Number:	6112763	BLAIN'S BATH BARN	
Registration Number:	6112761	BLAIN'S BATH BARN	
Registration Number:	6189082	BLAIN'S FARM & FLEET	
Registration Number:	4441734	BLAIN'S FARM & FLEET	
Registration Number:	3009930	BLAIN'S FARM & FLEET	
Registration Number:	5037339	BLAIN'S FARM & FLEET ADULT CHICKEN & RIC	
Registration Number:	5037340	BLAIN'S FARM & FLEET ADULT LAMB & RICE	
Registration Number:	4961401	BLAIN'S FARM & FLEET HEALTHY WEIGHT	

CH \$1165.00 3751814

Property Type	Number	Word Mark
Registration Number:	4994591	BLAIN'S FARM & FLEET SEAFOOD MEDLEY FLAV
Serial Number:	88787346	BLAIN'S FARM & FLEET TOYLAND
Registration Number:	4338814	BYT BUILD YOUR TOOLBOX
Registration Number:	3662160	CANINE CUTLETS
Registration Number:	3819825	CG CG
Registration Number:	3145453	DURACRAFT
Serial Number:	97036510	DURACRAFT
Registration Number:	4198594	DURACRAFT PRO
Registration Number:	4198595	DURACRAFT PRO
Registration Number:	2301209	ESTATE
Registration Number:	3356256	ESTATE
Registration Number:	3824908	ESTATE
Registration Number:	6257354	EVERYONE DESERVES AN ESTATE LAWN!
Registration Number:	4441735	FARM & FLEET
Registration Number:	4441736	FARM & FLEET
Serial Number:	97040040	FF
Registration Number:	3706362	FIDO FILLETS
Registration Number:	3706361	FIDO FRANKS
Registration Number:	6111676	FIDO JERKY STRIPS
Registration Number:	6111675	FIDO MEATY CUTS
Registration Number:	6111677	FIDO SNACKIN' STICKS
Registration Number:	1612113	LINCOLN
Serial Number:	97206186	OUR HERITAGE IS HARD WORK
Registration Number:	6406368	RUSTIC PANTRY
Serial Number:	88787342	TOYLAND
Registration Number:	1598686	WORK N' SPORT
Registration Number:	1358122	WORKN' SPORT

CORRESPONDENCE DATA

Fax Number: 6023647070

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: 6023647000

Email: julie.eslick@bclplaw.com

Correspondent Name: Bryan cave leighton paisner llp

Address Line 1: two n central avenue, suite 2100

Address Line 2: julie a. eslick

Address Line 4: phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER: 1761904.33

NAME OF SUBMITTER:	Julie A. Eslick
SIGNATURE:	/Julie A. Eslick/
DATE SIGNED:	09/16/2022
Total Attachments: 10 source=020. Amended and Restated Trademark Security Agreement#page1.tif source=020. Amended and Restated Trademark Security Agreement#page2.tif source=020. Amended and Restated Trademark Security Agreement#page3.tif source=020. Amended and Restated Trademark Security Agreement#page4.tif source=020. Amended and Restated Trademark Security Agreement#page5.tif source=020. Amended and Restated Trademark Security Agreement#page6.tif source=020. Amended and Restated Trademark Security Agreement#page7.tif source=020. Amended and Restated Trademark Security Agreement#page8.tif source=020. Amended and Restated Trademark Security Agreement#page9.tif source=020. Amended and Restated Trademark Security Agreement#page10.tif	

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2022, 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 "Existing 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 previously 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 May 8, 2014 ("Existing Collateral Agreement") pursuant to which the Grantor, among other grantors, previously granted to Agent a security interest in the Collateral (as such term is defined in the Existing Collateral Agreement) and in connection with which, Grantor entered into a Trademark Security Agreement, dated as of May 8, 2014;

WHEREAS, pursuant to the Existing Credit Agreement, the Borrowers have requested and the Lenders have severally agreed to amend and restate the Existing Credit Agreement (the "Credit Agreement") pursuant to the terms and conditions set forth therein;

WHEREAS, the Grantor is a party to that certain Amended and Restated Collateral Agreement dated as of the date hereof (the "Collateral Agreement") 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.]

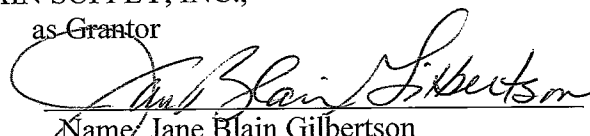
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BLAIN SUPPLY, INC.,

as Grantor

By:



Name: Jane Blain Gilbertson
Title: CEO and 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

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 007851 FRAME: 0478

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

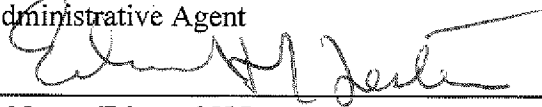
By: _____

Name: Jane Blain Gilbertson
Title: CEO and 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

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 007851 FRAME: 0479

SCHEDULE 1

Mark	Class	Federal/State	App. No.	App. Date	Reg. No.	Reg. Date	Owner
AGRIMASTER	6	Federal	77/779,369	2009-07-13	3751814	2010-02-23	Blain Supply, Inc.
AGRIMASTER	20	Federal	77/779,574	2009-07-13	3749654	2010-02-16	Blain Supply, Inc.
AGRIMASTER	22	Federal	77/779,332	2009-07-13	3751813	2010-02-23	Blain Supply, Inc.
AGRIMASTER	3,5,31	Federal	90/030,565	2020-07-01	6260828	2021-02-02	Blain Supply, Inc.
AGRIMASTER & DESIGN	31	Federal	75/381,318	1997-10-29	2208925	1998-12-08	Blain Supply, Inc.
AGRIMASTER (Stylized)	3,4,5	Federal	75/381,319	1997-10-29	2260503	1999-07-13	Blain Supply, Inc.
BAC'N SMACKERS	31	Federal	77/783,753	2009-07-17	3752105	2010-02-23	Blain Supply, Inc.
BLAIN'S	35,37	Federal	97/040,010	2021-09-22	N/A (not registered, application only)	N/A (not registered, application only)	Blain Supply, Inc.
BLAIN'S (STYLIZED)	35,37	Federal	97/040,023	2021-09-22	N/A (not registered, application only)	N/A (not registered, application only)	Blain Supply, Inc.
BLAIN'S FARM & FLEET STYLIZED (BLACK & WHITE)	35,37	Federal	97/039,980	2021-09-22	N/A (not registered, application only)	N/A (not registered, application only)	Blain Supply, Inc.
BLAIN'S FARM & FLEET STYLIZED (COLOR)	35,37	Federal	97/039,994	2021-09-22	N/A (not registered, application only)	N/A (not registered, application only)	Blain Supply, Inc.
BLAIN'S BATH BARN	44	Federal	88/750,585	2020-01-08	6112763	2020-07-28	Blain Supply, Inc.
BLAIN'S BATH BARN & DESIGN	44	Federal	88/750,580	2020-01-08	6112761	2020-07-28	Blain Supply, Inc.
BLAIN'S FARM & FLEET	31	Federal	88/872,994	2020-04-15	6189082	2020-11-03	Blain Supply, Inc.

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BLAIN'S FARM & FLEET	35	Federal	77/894,710	2009-12-16	4441734	2013-12-03	Blain Supply, Inc.
BLAIN'S FARM & FLEET	35,37	Federal	76/485,613	2003-01-28	3009930	2005-11-01	Blain Supply, Inc.
BLAIN'S FARM & FLEET & DESIGN (BLACK & WHITE)	50	State	N/A (registered at State level)	1991-06-17	151095	1991-06-17	Blain Supply, Inc.
BLAIN'S FARM & FLEET & EAGLE DESIGN (RIGHT)	50	State	N/A (registered at State level)	1991-06-17	151094	1991-06-17	Blain Supply, Inc.
BLAIN'S FARM & FLEET ADULT CHICKEN & RICE	31	Federal	86/572,984	2015-03-23	5037339	2016-09-06	Blain Supply, Inc.
BLAIN'S FARM & FLEET ADULT LAMB & RICE	31	Federal	86/572,995	2015-03-23	5037340	2016-09-06	Blain Supply, Inc.
BLAIN'S FARM & FLEET HEALTHY WEIGHT	31	Federal	86/573,002	2015-03-23	4961401	2016-05-17	Blain Supply, Inc.
BLAIN'S FARM & FLEET SEAFOOD MEDLEY FLAVOR	31	Federal	86/629,305	2015-05-14	4994591	2016-07-05	Blain Supply, Inc.
BLAIN'S FARM & FLEET TOYLAND	35	Federal	88/787,346	2020-02-06	N/A (not registered, application only)	N/A (not registered, application only)	Blain Supply, Inc.
BYT BUILD YOUR TOOLBOX & DESIGN	35	Federal	85/768,164	2012-10-31	4338814	2013-05-21	Blain Supply, Inc.
CANINE CUTLETS	20	State	N/A (registered at State level)	2009-05-07	380087	2009-05-07	Blain Supply, Inc.
CANINE CUTLETS	31	Federal	77/507,545	2008-06-25	3662160	2009-07-28	Blain Supply, Inc.

CANINE CUTLETS	31	State	N/A (registered at State level)	2009-05-12	100323	2009-05-12	Blain Supply, Inc.
CANINE CUTLETS	31	State	N/A (registered at State level)	2009-05-06	20190001481	2009-05-06	Blain Supply, Inc.
CG CG & DESIGN	25	Federal	78/919,814	2006-06-29	3819825	2010-07-13	Blain Supply, Inc.
DURACRAFT	8	Federal	78/741,409	2005-10-27	3145453	2006-09-19	Blain Supply, Inc.
DURACRAFT	12	Federal	97/036,510	2021-09-20	N/A (not registered, application only)	N/A (not registered, application only)	Blain Supply, Inc.
DURACRAFT PRO	8	Federal	85/566,619	2012-03-12	4198594	2012-08-28	Blain Supply, Inc.
DURACRAFT PRO	20	Federal	85/566,661	2012-03-12	4198595	2012-08-28	Blain Supply, Inc.
ESTATE	1	Federal	75/209,974	1996-12-09	2301209	1999-12-21	Blain Supply, Inc.
ESTATE	1	Federal	78/875,169	2006-05-03	3356256	2007-12-18	Blain Supply, Inc.
ESTATE	31	Federal	77/896,601	2009-12-18	3824908	2010-07-27	Blain Supply, Inc.
EVERYONE DESERVES AN ESTATE LAWN!	1,31	Federal	90/118,193	2020-08-17	6257354	2021-01-26	Blain Supply, Inc.
FARM & FLEET	35	Federal	77/894,766	2009-12-16	4441735	2013-12-03	Blain Supply, Inc.
FARM & FLEET	35	Federal	77/894,812	2009-12-16	4441736	2013-12-03	Blain Supply, Inc.
FARM & FLEET	35	State	N/A (registered at State level)	1972-04-22	20025201359	1972-04-22	Blain Supply, Inc.
FARM AND FLEET	23	State	N/A (registered at State level)	1962-04-18	035711	1962-04-18	Blain Supply, Inc.
FF EAGLE DESIGN	9,35	Federal	97/040,040	2021-09-22	N/A (not registered,	N/A (not registered,	Blain Supply, Inc.

					application only)	application only)	
FIDO FILLETS	31	Federal	77/507,527	2008-06-25	3706362	2009-11-03	Blain Supply, Inc.
FIDO FRANKS	31	Federal	77/507,477	2008-06-25	3706361	2009-11-03	Blain Supply, Inc.
FIDO JERKY STRIPS	31	Federal	88/644,707	2019-10-07	6111676	2020-07-28	Blain Supply, Inc.
FIDO MEATY CUTS	31	Federal	88/644,695	2019-10-07	6111675	2020-07-28	Blain Supply, Inc.
FIDO SNACKIN' STICKS	31	Federal	88/644,711	2019-10-07	6111677	2020-07-28	Blain Supply, Inc.
LINCOLN	22	Federal	73/813,254	1989-07-18	1612113	1990-09-04	Blain Supply, Inc.
OUR HERITAGE IS HARD WORK	9,25	Federal	97/206,186	2022-01-06	N/A (not registered, application only)	N/A (not registered, application only)	Blain Supply, Inc.
RUSTIC PANTRY	29,30,32	Federal	88/758,503	2020-01-14	6406368	2021-07-06	Blain Supply, Inc.
THE MODERN GENERAL STORE	35	State	N/A (registered at State level)	2020-12-28	115039	2020-12-28	Blain Supply, Inc.
THE MODERN GENERAL STORE	35	State	N/A (registered at State level)	2020-04-08	20200079244	2020-04-08	Blain Supply, Inc.
THE MODERN GENERAL STORE	50	State	N/A (registered at State level)	2020-04-07	802439923	2020-04-20	Blain Supply, Inc.
TOYLAND	35	Federal	88/787,342	2020-02-06	N/A (not registered, application only)	N/A (not registered, application only)	Blain Supply, Inc.
TOYLAND LOGO	35	State	N/A (registered at State level)	2020-05-07	114109	2020-05-07	Blain Supply, Inc.
TOYLAND LOGO	35	State	N/A (registered at State level)	2020-04-08	20200079243	2020-04-08	Blain Supply, Inc.

TOYLAND LOGO	50	State	N/A (registered at State level)	2020-04-07	802439918	2020-04-20	Blain Supply, Inc.
WORK N' SPORT	25	Federal	73/797,047	1989-05-01	1598686	1990-05-29	Blain Supply, Inc.
WORKN' SPORT	25	Federal	73/465,484	1984-02-13	1358122	1985-09-03	Blain Supply, Inc.

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TRADEMARK

REEL: 007851 FRAME: 0484

RECORDED: 09/16/2022