

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789144

<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>
C-A-L Ranch Stores, LLC	FORMERLY C-A-L Stores Companies, Inc.	02/23/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW Asset Management Company LLC, as the Collateral Agent		
<b>Street Address:</b>	200 Clarendon Street, 51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4595731	A RANCH & HOME STORE AND SO MUCH MORE!	
<b>Registration Number:</b>	4395277	C-A-L RANCH	
<b>Registration Number:</b>	4399104	C-A-L RANCH STORES	
<b>Registration Number:</b>	5046118	COUNTRY SUPPLIER	
<b>Serial Number:</b>	97237190	EVERY JOB. EVERY SEASON.	
<b>Serial Number:</b>	97237186	EVERY JOB. EVERY SEASON. WE'LL BE HERE F	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	617.526.9836		
<b>Email:</b>	KReimels@proskauer.com, trademark@proskauer.com		
<b>Correspondent Name:</b>	Kristin Reimels		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110-2600		
<b>ATTORNEY DOCKET NUMBER:</b>	47245.039		
<b>NAME OF SUBMITTER:</b>	Kristin Reimels		
<b>SIGNATURE:</b>	/Kristin Reimels/		

CH \$165.00 4595731

<b>DATE SIGNED:</b>	02/23/2023
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**Total Attachments: 4**

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

February 23, 2023

WHEREAS, C-A-L Ranch Stores, LLC (f/k/a C-A-L Stores Companies, Inc.) (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of December 23, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; capitalized terms used herein without definition shall have the meaning set forth therein), in favor of TCW Asset Management Company LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Assignment for Security – Trademark (this "Assignment"), the terms of this Assignment, and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Assignment, the terms of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

C-A-L RANCH STORES, LLC

By:

  
\_\_\_\_\_  
Name: Rob Weitz  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007989 FRAME: 0299**

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications  
Owned by C-A-L Ranch Stores, LLC<sup>1</sup>

<b>Company</b>	<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
C-A-L Ranch Stores, LLC	US	A RANCH & HOME STORE AND SO MUCH MORE	SN: 86060659 RN: 4595731	Filed: September 10, 2013  Registered: September 2, 2014
C-A-L Ranch Stores, LLC	US	C-A-L RANCH	SN: 85805478 RN: 4395277	Filed: December 18, 2012  Registered: September 3, 2013
C-A-L Ranch Stores, LLC	US	C-A-L RANCH STORES and Design	SN: 85805578 RN: 4399104	Filed: December 18, 2012  Registered: September 10, 2013

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<sup>1</sup> The C-A-L trademarks are currently in the name of C-A-L Stores Companies, Inc. The Company plans to update the USPTO records to reflect the conversion shortly after closing.

C-A-L Ranch Stores, LLC	US	COUNTRY SUPPLIER	SN: 86415561 RN: 5046118	Filed: October 6, 2014  Registered: September 20, 2016
C-A-L Ranch Stores, LLC	US	EVERY JOB. EVERY SEASON	SN: 97237190	Filed: January 25, 2022
C-A-L Ranch Stores, LLC	US	EVERY JOB. EVERY SEASON. WE'LL BE HERE FOR YOU.	SN: 97237186	Filed: January 25, 2022