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11-19-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner c

101897457

attached original documents or copy thereof

1. Name of conveying party(ies):

America's Country Stores Holdings, LLC
1401 South Hanley Road
St. Louis, MO 63144

11-15-01

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware LLC
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Collateral Security Agreement
- Merger
- Change of Name

Execution Date: November 7, 2001

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corp.

11/16/2001 6TON11 00000114 2182902

01 FC:481 40.00 OP
02 FC:482 150.00 OP

Street Address: 400 Seventh Street N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Oghale Jituboh
Name of Person Signing

Oghale Jituboh
Signature

11-13-01
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002396 FRAME: 0729

TRADEMARK SCHEDULE

**TRADEMARK/TRADE NAMES OWNED BY AMERICA'S COUNTRY STORES
HOLDINGS, LLC.**

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
America's Country Store	08/18/1998	2182902
America's Feed Store	08/18/1998	2183046
Miscellaneous Design (Barn Outline)	12/28/1999	2304496
America's Country Store & Design	07/24/2001	2471046

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
America's Country Store & Design	06/09/2000	76-066529
"America's Country Store... A Ruralpolitan Store!"	07/24/2000	76-094611
America's Country Store & Design	06/09/2000	76-128748

COLLATERAL SECURITY AGREEMENT
(TRADEMARKS)

WHEREAS, America's Country Stores Holdings, LLC ("America's Holding") has adopted, used and is using the trademarks and service marks listed on the Annexed Schedule, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks").

WHEREAS, America's Holding has entered into a Guarantee and Collateral Agreement dated October 11, 2001 (the "Collateral Agreement") in favor of The Chase Manhattan Bank, as Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, America's Holding has pledged to the Collateral Agent and granted to the Collateral Agent a continuing security interest in all right, title and interest of America's Holding in, to and under the Trademarks together with the applications and registrations thereof, including, without limitation, any and all causes of action to which may exist by reason of infringement thereof, to secure the payment, performance and observance of the obligations as defined in the Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged America's Holding hereby grants to the Collateral Agent a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the obligations.

America's Holding hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, America's Holding has caused this Collateral Security Agreement to be duly executed by its officer thereunto duly authorized as of 7th day of November, 2001.

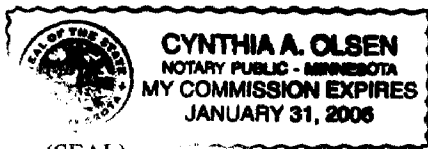
AMERICA'S COUNTRY STORES HOLDINGS, LLC

By: *John W. Curran*
Printed Name: John W. Curran
Title: Assistant Secretary

STATE OF MINNESOTA)
COUNTY OF Ramsey)

Subscribed and sworn to before me, a Notary Public, this 7th day of November, 2001

Cynthia A. Olsen
Notary Public



(SEAL)