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RECC

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A&G 26650.007001

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of the conveying party(ies):

Norwest Business Credit, Inc.

- Individuals
- General Partnership
- Corporation-State of Minnesota
- Other: _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Foxwood Manufacturing and Distribution Co., Inc.
6 Union Drive
Olney, Illinois 62450

- Individual(s) citizenship
- General Partnership
- Corporation-State of Maryland
- Other: _____
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designation must be separate from Assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Release of Security Interest
- Merger
- Change of Name

Execution Date: December 3, 1998

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

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

See Schedule A Attached Hereto.

Additional numbers attached? Yes No

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

Name: Michael A. Carrillo
Address: Altheimer & Gray
Suite 4000
10 South Wacker Drive
Chicago, IL 60606

6. Total number of trademarks involved: 10

- 7. Total fee (37 CFR 3.41): \$265.00
- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 011,156

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.

Michael A. Carrillo
Name of Person Signing

Michael A. Carrillo
Signature

January 4, 1999
Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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FC:482

SCHEDULE A

MARK	REG. NO.
WHIPPY	1,096,767
BREEKS!	1,167,381
YORKSHIRE	1,221,309
U.S. SADDLERY AND DESIGN	1,242,839
EURO SADDLERY	1,352,812
FOXWOOD	1,440,615
GORRINGE	1,453,733
EQUITEX	1,464,578
BONA ALLEN	1,586,769
FIELDMASTER	1,590,885

RELEASE OF SECURITY INTEREST

WHEREAS, a certain Tradename, Trademark and License Agreement (the "Agreement"), a copy of which is incorporated herein and attached hereto as Exhibit A, was made as of November 16, 1993 by and between Foxwood Manufacturing and Distributing Co., a Maryland corporation with an office at 6 Union Drive, Olney, Illinois 62450, and Norwest Business Credit, Inc., a Minnesota corporation with an office located at 100 South Brentwood Blvd., Suite 300, St. Louis, MO, 63105, as the contractual representative for itself and for the Holders of the Obligations (as such term is defined in the Agreement), and recorded on December 10, 1993 with the United States Patent and Trademark Office, Reel 1089, Frame 0190; and

WHEREAS, the parties desire that the security interest created by said Agreement, and held by Norwest Business Credit, Inc., be released and forever discharged.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Norwest Business Credit, Inc. agrees that Foxwood Manufacturing and Distributing Co., Inc. has satisfied all of the Obligations (as such term is defined in the Agreement) and hereby releases and forever discharges its entire security interest, including all mortgages, pledges, grants and liens, created by said Agreement.

2. Norwest Business Credit, Inc. agrees that said Agreement is hereby terminated and all right, title and interest it may have in and to the collateral secured thereby is released. Norwest Business Credit, Inc. hereby reassigns, grants and conveys to Foxwood Manufacturing and Distributing Co., Inc., without any representation, recourse or undertaking by Norwest Business Credit, Inc., all of its rights, title and interest, if any, in the trademarks and other collateral which are the subject of said Agreement.

3. Norwest Business Credit, Inc. agrees that it will, when requested and without expense to itself, execute all papers, take all rightful oaths and do all acts which may be necessary, desirable or convenient for recording this Release of Security Interest with the United States Patent and Trademark Office or any other domestic or foreign agency. Norwest Business Credit, Inc. further agrees, without expense to itself, to provide and execute any and all further documentation which may be necessary to secure the release of the security interest created by the Agreement.

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have executed this Release effective this 3rd day of December, 1998.

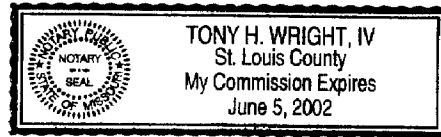
NORWEST BUSINESS CREDIT, INC.

By: [Signature]
Name: DARYL HAGSTROM
Title: VP

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Release of Security Interest was executed and acknowledged before me this 3rd day of December, 1998, freely and voluntarily by Daryl Hagstrom of Norwest Business Credit, Inc., a Minnesota corporation, on behalf of such corporation.

[Signature]
Notary Public
My Commission Expires: June 5, 2002



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies)
 Foxwood Manufacturing and
 Distributing, Co. Inc.

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State Maryland 03
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Norwest Business Credit, Inc.
 Internal Address: _____

Street Address: 100 South Brentwood Blvd.
Suite 300

City: St. Louis State: MO ZIP: 63105

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Minnesota
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 16, 1993

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 See Attached Schedule A

5. Name and address of party to whom correspond-
 concerning documents should be mailed:
 Name: Helen Y. Carey

Internal Address: _____

060 TL 12/23/93 100 South Hanley 0 482
 060 TL 12/23/93 1590885 0 482
Suite 1600

City: Clayton State: MO ZIP: 63105

6. Total number of applications and
 registrations involved: 10

7. Total fee (37 CFR 3.41) \$265.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 89148452

225.00 CK

(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.

Kay R. Sherman 12/7/93
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 9

REEL 1089 FRAME 90
 TRADEMARK RECEIVED
 91 JAN 6 PM 2:03
 U.S. PATENT & TRADEMARK OFFICE

CONTINUATION OF 4B

SCHEDULE A

Fieldmaster	U.S. Reg. 1,590,885
Bona Allen	U.S. Reg. 1,586,769
Equitex	U.S. Reg. 1,464,578
Gorringe	U.S. Reg. 1,453,733
Foxwood	U.S. Reg. 1,440,615
Euro Saddlery	U.S. Reg. 1,332,812
U.S. Saddlery and Design	U.S. Reg. 1,242,839
Yorkshire	U.S. Reg. 1,221,309
Brecks!	U.S. Reg. 1,167,381
Whippy	U.S. Reg. 1,096,767

TRADEMARK

REEL 1837 FRAME 0928

TRADEMARK

REEL: 1837 FRAME: 0928

TRADENAME, TRADEMARK AND LICENSE ASSIGNMENT

THIS TRADENAME, TRADEMARK AND LICENSE ASSIGNMENT ("Assignment") is made as of this 11th day of November, 1993 by and between NORWEST BUSINESS CREDIT, INC. ("Lender"), a Minnesota corporation with an office located at 100 S. Brentwood Blvd., Suite 300, St. Louis, MO 63105, and Foxwood Manufacturing and Distributing Co., Inc. ("Assignor"), a Maryland corporation with an office at 6 Union Drive, Olney, Illinois 62450.

WITNESSETH:

WHEREAS, pursuant to the terms of a certain Credit and Security Agreement, dated as of November 11, 1993 (the "Credit Agreement") by and between Lender and Assignor, Assignor has mortgaged, pledged and granted to Lender a lien on and security interest in substantially all of Assignor's assets, including all right, title and interest of Assignor in and to all of Assignor's tradenames, trademarks and licenses, whether presently existing, or hereafter arising or acquired, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the trademarks and licenses, to secure the payment of all amounts owing by Assignor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and all the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Assignment of Tradenames, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Credit Agreement), Assignor hereby grants, assigns and conveys to Lender a security interest in the following property:

(i) Assignor's tradenames, trademarks, trademark registrations, service marks, service mark registrations, and trademark and service mark applications, including, without limitation, the tradenames, trademarks, service marks and registrations and applications listed on Schedule A attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Assignor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) (all of the foregoing tradenames, trademarks, trademark registrations, service marks, service mark registrations and applications, together with the items described in clauses (a)-(e)

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are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) Assignor's license agreements relating to or involving any of the trademarks, service marks, tradenames or other items described in clause (B)(i) with any other entity, whether Assignor is a licensor or licensee under any such license agreement, including without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Credit Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Lender's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment.

4. New Tradenames, Trademarks, and Licenses. Assignor represents and warrants that the Trademarks and Trademark Licenses, listed on Schedules A and B, respectively, constitute all of the tradenames, trademarks, service marks, registered trademarks, registered service marks, applications and licenses now owned by Assignor. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new tradename, trademark, service mark, registration, application, license or license renewal (collectively, the "Future Rights"), the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof. Assignor hereby authorizes Lender to modify this Assignment by amending Schedule A and/or B, as applicable, to include any Future Rights. Assignor agrees to execute all documents necessary to record or preserve Lender's interest in all Future Rights added to Schedules A or B pursuant to this paragraph 4.

5. Term. The term of the assignment of the various interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Trademarks and Trademark Licenses assigned hereunder, or (ii) the date on which the Obligations have been satisfied in full and the Credit Agreement has been terminated.

6. Assignor's Right to Use Trademarks and Trademark Licenses. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Credit Agreement), unless such Event of Default has been waived by Lender, Assignor reserves the exclusive right, subject to Lender's security interest, to own and use the Trademarks and to exercise all rights derived from the Trademark Licenses. Assignor agrees to undertake all

necessary acts to maintain and preserve the Trademarks and the rights under the Trademark Licenses, including, but not limited to, (i) filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), (ii) filing renewal applications, and (iii) initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the rights of Assignor in or the validity of the Trademarks. Assignor agrees not to sell or assign any interest in, or grant any licenses under, the Trademarks or Trademark Licenses without the prior written consent of Lender. From and after the occurrence of an Event of Default and upon notice by Lender to Assignor, Assignor's exclusive rights to own and use the Trademarks and Trademark Licenses as set forth in this paragraph 6 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Trademarks or Trademark Licenses may be located.

7. Reassignment to Assignor. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to reinvest in Assignor full title to the Trademarks and Trademark Licenses, subject to any disposition thereof, after an Event of Default, which may have been made by Lender pursuant hereto or pursuant to the Credit Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any application for registration of any trademark or service mark pending as of the date hereof or thereafter until termination of the Credit Agreement, (ii) to make application for Assignor's trademarks and service marks, as is appropriate in the Assignor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Assignor. In any suit to enforce any Trademark License, or Trademark, Lender shall, at the expense and request of Assignor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Assignor in connection with such suit.

9. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default" (as defined in the Credit Agreement), Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademark Licenses, and Trademarks and, if Lender shall commence any such suit, Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 9.

10. Waivers. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall

any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies: Effect on Credit Agreement. All of Lender's rights and remedies with respect to the Trademarks and Trademark Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

14. Binding Effect: Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

15. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri.

16. Conflict of Terms. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision in the Credit Agreement, the provisions contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

TRADEMARK

REEL 1089 FRAME 95

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

FOXWOOD MANUFACTURING AND DISTRIBUTING CO., INC.

By: Robert J. Webber
Name: Robert J. Webber
Title: Vice President

STATE OF Missouri)
) SS.
COUNTY OF ST. LOUIS)

The foregoing Tradename, Trademark and License Assignment was executed and acknowledged before me this 16th day of November, 1993, by Robert J. Webber personally known to me to be the Vice President of Foxwood Manufacturing and Distributing Co. Inc., a Maryland corporation, on behalf of such corporation.

Barbara M. Dite
Notary Public

My Commission expires:
BANKERS IN DEPT.
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. OCT. 14, 1997

TRADEMARK
REEL 1089 FRAME 96

Agreed and Accepted as of this 16th day of November, 1993.

NORWEST BUSINESS CREDIT, INC.

By: [Signature]
Name: Michael M. Sabkow
Title: Vice President

SCHEDULE A
TO
TRADENAME, TRADEMARK AND LICENSE ASSIGNMENT

Tradenames, Trademarks, Trademark Registration and
Applications, Service Marks, Service Mark Registration and Applications

Fieldmaster	U.S. Reg. 1,590,885
Bona Allen	U.S. Reg. 1,586,769
Equitex	U.S. Reg. 1,464,571
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Yorkshire	U.S. Reg. 1,221,319
Brecksf	U.S. Reg. 1,116,393
Whippy	U.S. Reg. 1,096,767
Richland Riding Coats	
Livery Riding Apparel	
Arapahoe Western Tack	
Town and Country	
Foxwood Girths	

TRADEMARK

SCHEDULE B
TO
TRADENAME, TRADEMARK AND LICENSE ASSIGNMENT
License

RECORDED
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