

06-02-2000



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OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

5.8.00

Resubmission (Non-Recordation)

Document ID #

Correction of PTO Error

Reel # Frame #

Corrective Document

Reel # Frame #

Conveyance Type

Assignment

License

Security Agreement

Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name EQUESTRIAN PRODUCTS CORP.

02292000

Formerly

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

MARYLAND

Receiving Party

Mark if additional names of receiving parties attached

Name THE BANK OF NEW YORK

DBA/AKA/TA

Composed of

Address (line 1)

ONE WALL STREET

Address (line 2)

Address (line 3)

NEW YORK

City

NY

State/Country

10286

Zip Code

Individual

General Partnership

Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

NEW YORK

FOR OFFICE USE ONLY

05/31/2000 DNGUYEN 00000210 75414275

01 FC:481
02 FC:482

40.00 DP
625.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75414275"/>	<input type="text" value="75414280"/>	<input type="text" value="75455828"/>
<input type="text" value="75541200"/>	<input type="text" value="75541201"/>	<input type="text" value="75541218"/>
<input type="text" value="75541222"/>	<input type="text" value="75541297"/>	<input type="text" value="75541298"/>

<input type="text" value="1096767"/>	<input type="text" value="1167381"/>	<input type="text" value="1221309"/>
<input type="text" value="1242839"/>	<input type="text" value="1352812"/>	<input type="text" value="1440615"/>
<input type="text" value="1453733"/>	<input type="text" value="1464578"/>	<input type="text" value="1590885"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

JULIAN A. MCQUISTON, ESQ.

Name of Person Signing

Signature

3/23/2000

Date Signed



**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

state/country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75541791	75541792	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

2094959	2218830	2218892
2260611	2271675	2299472
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<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

SCHEDULE I

INTANGIBLE PROPERTY

1. The Company and its Subsidiaries' registered trademarks are as follows:

TRADEMARKS IN THE NAME OF EQUESTRIAN PRODUCTS CORP.			
<u>MARK</u>	<u>SERIAL NO./ FILING DATE</u>	<u>REGISTRATION NO./ REG. DATE</u>	<u>STATUS</u>
BBW (USE)	75/541,201 8/24/98		PENDING
BREEKS!	73/173,661 6/7/78	1,167,381 9/1/81	REGISTERED
BRITISH BRIDLE WORKS (USE)	75/541,218 8/24/98		PENDING
CAVALIER (USE)	75/541,200 8/24/98		PENDING
CAVALIER (USE)	75/541,792 8/24/98		PENDING
CENTERLINE (USE)	75/541,791 8/24/98		PENDING
CENTERLINE (ITU)	75/541,222 8/24/98		PENDING
COTTON NATURALS (USE)	75/455,828 3/24/98		PENDING
COTTON NATURALS & DESIGN	75/455,162 3/23/98	2,299,472 12/14/99	REGISTERED
DOMINUS (ITU)	75/541,298 8/24/98		PENDING *
EQUITEX & DESIGN	73/643,994 2/10/87	1,464,578 11/10/87	REGISTERED
EURO SADDLERY	73/505,397 10/24/84	1,352,812 8/6/85	REGISTERED

<u>MARK</u>	<u>SERIAL NO./ FILING DATE</u>	<u>REGISTRATION NO./ REG. DATE</u>	<u>STATUS</u>
FIELDMASTER	73/822,524 8/30/89	1,590,885 4/10/90	REGISTERED
FOXWOOD & DESIGN	73/614,345 8/12/86	1,440,615 5/26/87	REGISTERED
GORRINGE	73/623,751 6/5/87	1,453,733 8/18/87	REGISTERED
GRIP-TAC	75/156,574 8/26/96	2,094,959 9/9/97	REGISTERED
KIDS ON COURSE & DESIGN	75/414,276 1/6/98	2,260,611 7/13/99	REGISTERED
ON COURSE (USE)	75/414,275 1/6/98		PENDING
ON COURSE & DESIGN (USE)	75/414,280 1/6/98		PENDING
ON COURSE COTTON NATURALS & DESIGN	75/414,567 1/6/98	2,271,675 8/24/99	REGISTERED
POSITION IS EVERYTHING (ITU)	75/541,297 8/24/98		PENDING
PRACTICAL CHOICE	75/406,068 12/16/97	2,218,830 1/19/99	REGISTERED
PRACTICAL CHOICE & DESIGN	75/414,566 1/6/98	2,218,892 1/19/99	REGISTERED
U.S. SADDLERY & DESIGN	73/307,946 4/29/81	1,242,839 6/21/83	REGISTERED
WHIPPY	73/128,414 5/31/77	1,096,767 7/18/78	REGISTERED
YORKSHIRE	73/300,990 3/13/81	1,221,309 12/21/82	REGISTERED

* Dominus application has been abandoned and is being re-filed.

2. The contents and information contained in the world wide web sites for the Company are

GRANT OF SECURITY INTEREST (TRADEMARKS)

EQUESTRIAN PRODUCTS CORP. (the "Grantor") is obligated to THE BANK OF NEW YORK (the "Secured Party"), and has entered into a Security Agreement dated as of February 29, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") with the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations therefor, and all proceeds thereof, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the termination of the Security Agreement (as set forth in Section 10 thereof), the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to the Grantor all right, title and interest of the Grantor in and to the Trademarks.

The Secured Party's address is: 10 Mason Street, Greenwich, Connecticut 06830.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 29th day of February, 2000.

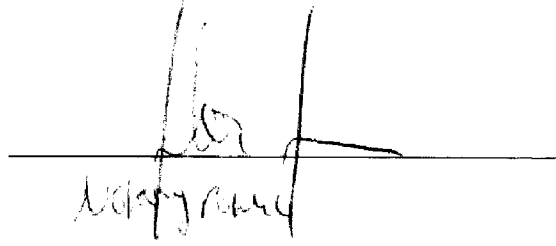
EQUESTRIAN PRODUCTS CORP.

By: Elizabeth Norten
Elizabeth Norten,
Vice President

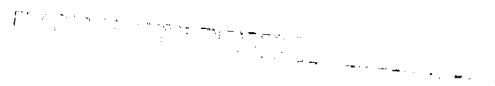
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

Then personally appeared before me the above named Elizabeth Norten, Vice President of Equestrian Products Corp., and acknowledged the foregoing to be the free act and deed of said corporation.



A handwritten signature in black ink, appearing to read "Elizabeth Norten", is written over a horizontal line. The signature is stylized and somewhat cursive.



Faint, illegible handwritten text or a signature located below the main signature line.

Schedule I
to
Grant of Security Interest (Trademarks)
Dated as of February 29, 2000

provided at "www.eisers.com".

3. Common law marks, if any, including without limitation any common law marks associated with the names "Eisers" and "Equestrian Products".