TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Sale and Conveyance of Trademarks Pursuant to Forfeiture of Security Interest Through Secured Party Sale (see documents)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WHITMAN SADDLE MFG., INC.		01/17/2003	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2260768	WHITMAN

CH $40.00 2260768

CORRESPONDENCE DATA

Fax Number: (973)597-2400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-597-2500
Email: lstrademark@lowenstein.com
Correspondent Name: Vanessa A. Ignacio, Esq.
Address Line 1: Lowenstein Sandler PC
Address Line 2: 65 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068-1791

ATTORNEY DOCKET NUMBER:	10204-1
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
Signature:	/Vanessa A. Ignacio/

Date:	12/16/2005

Total Attachments: 51
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AGREEMENT FOR PRIVATE SALE OF COLLATERAL

AGREEMENT FOR PRIVATE SALE OF COLLATERAL (the "Agreement") is made and entered into as of January 17, 2003 by and between The Bank of New York ("Seller"), a New York banking corporation and Weatherbeeta USA INC. ("Buyer"), a New Jersey corporation.

RECITALS

I. Equestrian Sports International, LLC, ("ESI"), its wholly owned subsidiary, English Equestrian Group LLC ("EEG") and EEG's wholly owned subsidiary, Miller Harness Company, Inc. ("MHC") (ESI and MHC are collectively referred to as the "Guarantors") are in the business of selling and supplying equestrian products and are the owners of various registered and unregistered trademarks and tradenames and other tangible and intangible assets.

II. Seller is a secured creditor of ESI, EEG and MHC, holding security interests in the assets of EEG and its Guarantors including, without limitation, the Acquired Assets (defined below) to be sold pursuant to this Agreement.

III. EEG and the Guarantors are in default of their obligations to Seller and Seller will, pursuant to this Agreement, exercise its rights as a secured creditor pursuant to Article 9 of the Uniform Commercial Code ("UCC") of the State of New York and sell the Acquired Assets to the Buyer in a private sale pursuant to this Agreement (the "UCC Sale").

IV. Buyer desires to be the purchaser of the Acquired Assets pursuant to the UCC Sale in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and agreements contained herein, the parties agree as follows:

1. CERTAIN DEFINITIONS.

"Acquired Assets" means, collectively, the tangible and intangible personal property listed in Schedule A (including the Dover Receivables) and goodwill associated with such property.

"Closing" has the meaning set forth in Section 3 below.

"Closing Date" has the meaning set forth in Section 3.

"Conveyance Instruments" has the meaning set forth in Section 4.1(a).

"Debtors" means, collectively, EEG and the Guarantors.

"Dover Receivables" means the accounts receivable due to EEG or MHC from

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Dover Saddlery, Inc. in the approximate amount of [redacted]

"Encumbrance" means any lien, security interest, or other encumbrance.

"Excluded Assets" means all tangible and intangible assets of the Obligors that are not Acquired Assets, including without limitation, (a) the rights of the purchaser of the assets of the Obligors' New York Store, as more particularly described in Schedule 1(a), and (b) and the Obligors' accounts receivable, other than the Dover Receivables.

"License Agreement" has the meaning set forth in Section 5.2(b).

"Notice of Sale" has the meaning set forth in Section 6.2(g).

"Obligors" means collectively, ESI, EEG and MHC.

"Parties" mean collectively the Seller and the Buyer.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"Purchase Price" has the meaning set forth in Section 2.6.

"Uniform Commercial Code" means the Uniform Commercial Code of the State of New York, as in effect from time to time.

"Warehouses" means EEG's warehouses located in North Carolina at 350 Page Road and 418 Brown Street, Washington, North Carolina.

2. PRIVATE SALE OF ACQUIRED ASSETS, PURCHASE PRICE.

Section 2.1 Transfer of Acquired Assets. On the Closing Date, subject to and upon the terms and conditions of this Agreement, Seller, as a secured party, pursuant to Article 9 of the UCC, shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, the Acquired Assets.

Section 2.2 Sale Free and Clear of Encumbrances. The Acquired Assets shall be conveyed to Buyer free and clear of any and all Encumbrances.

Section 2.3 Delivery of Acquired Assets. The Buyer acknowledges and agrees that it will accept delivery of any of the Acquired Assets which are tangible property at the Warehouses and the Seller shall have no obligation to arrange for the delivery of the Acquired Assets to any other location.

Section 2.4 Conditions and Status of Acquired Assets. Except for the representations and warranties included in this Agreement, the Acquired Assets are being sold to the Buyer in an "as is" condition and without any representations or warranties of any kind or nature, express or implied, including without limitation, without

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representations or warranties as to (i) possession, quiet enjoyment and the like, (ii) merchantability or fitness for a particular purpose or (iii) the validity, enforceability, collectability or status of any Acquired Asset.

Section 2.5 Transactional Taxes. In the event that any state or local sales or use fees or taxes are assessed in connection with the conveyance of the Acquired Assets to Buyer under this Agreement, Seller solely shall be responsible for and shall pay such taxes.

Section 2.6 Purchase Price. The purchase price for the Acquired Assets is $ (the "Purchase Price").

Section 2.7 Payment of Purchase Price. The Purchase Price shall be paid by Buyer to Seller at closing by wire transfer of immediately available funds to the account of the Seller set forth in Schedule 3.7 the sum of $.

3. CLOSING.

Section 3.1 The closing of the UCC Sale (the "Closing") shall take place at the offices of the Seller, or such other location as the parties may agree, and shall occur on day on which all conditions herein shall be satisfied or waived by the party or parties entitled to waive such conditions, but, in either case, in no event later than January 17, 2003 (the "Closing Date").

4. CONDITIONS PRECEDENT TO CLOSING.

Section 4.1 Conditions to Obligations of Buyer. The obligation of Buyer hereunder to close the UCC Sale is subject to the fulfillment at or prior to Closing of each of the following conditions (except as waived or modified in writing by Buyer):

(a) Buyer shall have received one or more bills of sale and an assignment of receivable in the form annexed hereto as Exhibit A (collectively, the "Conveyance Instruments") with respect to the Acquired Assets and a letter notifying Dover Saddlery, Inc. of the assignment of the Dover Receivable to Seller and that all payments thereon are to be made solely to Buyer or its assignees.

(b) No state or federal bankruptcy or insolvency proceeding shall have been filed by or against EEG or any of the Guarantors.

(c) At and as of the Closing Date, the representations and warranties set forth in Section 6 shall be true and correct in all material respects and Seller shall have fully complied with and satisfied all covenants, agreements and obligations required by the terms of this Agreement to be performed by Seller.

(d) No court or governmental authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, or judgment, decree, injunction or other order that is in effect on the Closing Date and prohibits the consummation of the UCC Sale.

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Section 4.2 Conditions to Obligations of Seller. The obligation of the Seller hereunder to close the UCC Sale is subject to the fulfillment of the following conditions (except as waived or modified in writing by Seller):

(a) the representations and warranties set forth in Section 6 shall be true and correct in all material respects at and as of the Closing Date.

(b) the Seller shall have received a license agreement with respect to the Acquired Assets in the form annexed hereto as Exhibit B duly executed by the Buyer (the "License Agreement").

(c) the Seller shall have received a Waiver and Acknowledgment, in the form annexed hereto as Exhibit C, duly executed by EEG and MHC.

(d) the Seller shall have received the Purchase Price in accordance with Section 2.7 hereof.

5. REPRESENTATIONS AND WARRANTIES BY SELLER.

Section 5.1 Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

(a) Organization and Standing Qualification. Seller is a state bank duly organized, validly existing and in good standing and is duly qualified, and in good standing in the jurisdiction of its organization.

(b) Execution, Delivery and Performance of Agreement; Authority; Consents and Approvals. Seller has the full power and authority to enter into this Agreement, to execute and deliver each of the Conveyance Instruments, and to carry out the transactions contemplated hereby and thereby. All proceedings required to be taken by Seller to authorize the execution, delivery and performance of this Agreement and the Conveyance Instruments have been properly taken and this Agreement constitutes and the Conveyance Instruments, when executed and delivered pursuant hereto, will constitute, valid and binding obligations of Seller, enforceable against it in accordance with their terms.

(c) Brokers' Fees. Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

(d) Litigation. (i) There is no claim, legal action, suit, arbitration, governmental investigation or other legal or administrative proceeding, nor any order, decree or judgment in progress, pending or in effect, or to the knowledge of Seller threatened, against the Seller that would prevent the Seller from consummating the UCC Sale contemplated by this Agreement.

(ii) Except as set forth in Schedule 5.1(d)(ii), to Seller's actual knowledge, there is no claim, legal action, suit, arbitration, governmental investigation or

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other legal or administrative proceeding by any third party, nor any order, decree or judgment in progress, pending or threatened against any of EEG, the Guarantors or the Acquired Assets.

(e) Title to Acquired Assets. Such title as EEG and the Guarantors may have to the Acquired Assets will be transferred to Buyer at Closing free and clear of any and all Encumbrances.

(f) Seller's Lien in the Acquired Assets. The Seller has a first-priority security interest in and to all of the Acquired Assets, which has been perfected. The Seller has the right to dispose of the Acquired Assets pursuant to the UCC Sale.

(g) Compliance with Laws. The Seller has complied with the applicable requirements of the UCC, as adopted by the appropriate jurisdiction in which the UCC Sale will be conducted.

(h) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, induction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the articles of incorporation on by-Laws of Seller or (ii) conflict with, result in a breach of constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject.

(i) Dover Receivable. The Seller has not collected, compromised or waived any rights with respect to the Dover Receivables, provided however, nothing contained in this Section 5.1(i) shall be deemed to be a representation or warranty with respect to the collectability or enforceability of the Dover Receivables.

6. REPRESENTATIONS AND WARRANTIES BY BUYER.

Section 6.1 Buyer represents and warrants to Seller, as of the date hereof and as of the Closing Date, as follows:

(a) Organization and Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and thereby.

(b) Power and Authorization to Enter this Agreement. Buyer has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and thereby, all proceedings required to be taken by Buyer to authorize to execution, delivery and performance of this Agreement have been properly taken and, this Agreement constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

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(c) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, induction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject or any provision of the articles of incorporation on by-Laws of Buyer or (ii) conflict with, result in a breach of constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject.

(d) Brokers' Fees. Buyer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

(e) Due Diligence. The Buyer has inspected or has had the opportunity to inspect (i) the Acquired Assets and the rights, attributes and status thereof, (ii) has performed or shall has had the opportunity to perform all due diligence which Buyer has desired, (iii) has independently investigated or has had the opportunity to independently investigate and analyze all aspects of the Acquired Assets, without reliance on any information, documents, representations or warranties provided by Seller or any of its agents and (iv) has received and/or reviewed or has had the opportunity to receive and/or review all instruments, documents and other matters as Buyer has deemed necessary or appropriate.

7. NO ASSUMPTION OF LIABILITIES.

Section 7.1 Buyer shall not assume or be liable for any of the liabilities or obligations of Seller or EEG or any of the Guarantors of any kind or nature whether presently in existence or arising hereafter, whether related or unrelated to any of the Acquired Assets.

8. TERMINATION.

Section 8.1 Termination of Agreement. This Agreement may be terminated as provided below:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Buyer may terminate this Agreement at any time prior to Closing by giving written notice to Seller if: (i) the Seller has breached any representation, warranty, or covenant contained in this Agreement, or (ii) the Closing shall not have occurred on or prior to Closing Date (unless such failure results solely from a breach of this Agreement by Buyer); and

(c) Seller may terminate this Agreement at any time prior to Closing if, on the date of such termination, Buyer has breached this Agreement (and, to the extent

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such breach is capable of being cured, Buyer has not cured such default within five (5) business days of notice from Seller of such default).

Section 8.2 Effect of Termination.

(a) In the event of the termination of this Agreement in accordance with Sections 8.1(a), this Agreement shall thereafter become void and have no effect, and no party hereto shall have any liability to any other party hereto or affiliates, directors, officers or employees.

(b) In the event of the termination of this Agreement in accordance with Section 8.1(b) or 8.1(c), this Agreement shall thereafter become void and have no effect, and no party hereto shall have any liability to any other party hereto or its affiliates, directors, officers or employees.

9. MISCELLANEOUS.

Section 9.1 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 9.2 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

Section 9.3 Succession and Assignment. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

Section 9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Section 9.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.6 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid (and then three business days after), and addressed to the intended recipient as set forth below.

If to Seller:

The Bank of New York
One Wall Street

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New York, NY 10286
Attn: Edward J. DeSalvio
Tel: (212) 635-7285
Fax: (212) 635-7498

with copies to:

Emmet, Marvin & Martin, LLP
120 Broadway
New York, NY 10271
Attention: Eric M. Reuben, Esq.
Tel: (212) 238-3015
Fax: (212) 238-3100

If to Buyer:

WEATHERBEETA USA INC.
25 Executive Avenue
Edison, New Jersey 08817
Attn: Roger Jackson, President
Tel: (732) 650-0026
Fax: (732) 650-0026

with copies to:

Lowenstein Sandler PC
65 Livingston Avenue
Roseland, New Jersey
Attention: Daniel Barkin, Esq.
Tel: (973) 597-2500
Fax: (973) 597-2400

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier messenger service, telecopy, telex, ordinary mail, or electronic mail), but not such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notice, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

Section 9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

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Section 9.8 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver by any Party or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional, or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any right arising by virtue of any prior or subsequent such occurrence.

Section 9.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Section 9.10 Expenses. Each of Seller and Buyer agrees to bear its own costs and expenses (including legal fees and expenses) incurred in connection with its Agreement and the transactions contemplated hereby.

Section 9.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.12 Incorporation of Schedules. The schedules identified in this Agreement are incorporated herein by reference and made a party hereof.

Section 9.13 Acknowledgment. The Buyer (a) acknowledges that Progressive Equestrian Company has filed one or more UCC-1 financing statements naming itself as secured party and one or more of the Obligors as debtor and (b) acknowledges and agrees that the Seller has not and will not send notice of the UCC Sale to Progressive Equestrian Company.

Section 9.14 Further Assurances. Seller agrees to execute, acknowledge and deliver all such further instruments and documents, and take all such actions, as Buyer may from time to time reasonably request to effect and perfect the transfer of the Acquired Assets to Buyer including without limitation the execution of assignments (whether in Seller's capacity as secured party seller or pursuant to its rights as attorney in fact for any Obligor under any agreements) of trademarks, patents, copyrights, applications for the foregoing and other Acquired Assets, in proper form for filing in the appropriate filing office and the delivery to Buyer of any assignments and security agreements in favor of Buyer, and any documents, relating to the foregoing that are in Seller's possession or control.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

THE BANK OF NEW YORK, as Seller

By: _____
Name: EDWARD J. DESALVIO
Title: VICE PRESIDENT

WEATHERBEETA USA INC., as Buyer

By: _____
Name: ROGER B. [illegible]
Title: PRESIDENT COO

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Schedule A
Acquired Assets

- All trademarks, trade names, pending trademarks, service marks, copyrights, trade secrets and patents (whether or not any of the foregoing are registered) and all other rights relating thereto, renewals thereof, proceeds therefrom and applications therefor, including without limitation all items set forth in Schedule A-1.

- All wholesale and dealer customer lists, provided on discs or in electronic format, excluding lists of retail customers for the New York Store, and including mailing lists for the Millers' retail catalog.

- All digital product images and related Quark files, on discs or in electronic format, and transparencies, used in the preparation of the Miller's Catalogs and Dealer Workbook and all associated computer software and hardware including without limitation all items set forth in Schedule A-2.

- All trade show signage and trade show display materials located in the Warehouses.

MHC, by signing the joinder to this Schedule, agrees to (1) provide access to the Warehouses to enable the Buyer to obtain possession of the tangible assets that are included in the "Acquired Assets" and (2) make the following information available to the Buyer at EEG's offices in Washington, No. Carolina:

- Supplier lists and costing information in electronic format.

- Financial information (excluding that required for either tax or other statutory reporting requirements) for the past 12 months, in either electronic or paper format.

Joinder:

Miller Harness Company, Inc.

By: [signature]
Name: Michael Burge
Title: Exec. VP/CFO

EEG- SCH[1] A LIST 1-17-03 (2)
91002.3388

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Schedule 8 - 1

ENGLISH EQUESTRIAN GROUP

PATENTS AND TRADEMARKS

P/T	PATENT/TRADEMARK	COUNTRY	APPLICATION #	REGISTRATION #	FILE DATE	ISSUE DATE	SECURITY Y/N	DOCUMENTATION EMM/EEG
	SECURED BY BANK OF NEW YORK							
T	A-CIRCUIT	US	75541421	Pending	08/24/98		Y	EMM
T	BBW	US	75541201	Pending	08/24/98		Y	EMM
T	BREEKS!	US	73173681	1167381	06/07/78	09/01/81	Y	EMM/EEG
T	BRITISH BRIDLE WORKS	US	75541218	Pending	08/24/98		Y	EMM
T	CAVALIER	US	75541200	Pending	08/24/98		Y	EMM
T	CAVALIER (Wearing apparel)	US	75541792	2367601	08/24/98	07/18/00	Y	EMM/EEG
T	CENTERLINE (Apparel)	US	75541222	2367027	08/24/98	07/11/00	Y	EMM/EEG
T	CENTERLINE (Saddles, Saddlery, Tack)	US	75541791	2396857	08/24/98	10/24/00	Y	EMM/EEG
T	COLLEGIATE	Benelux		468060		11/10/89	Y	EMM/EEG
T	COLLEGIATE	Brazil		816464219		05/18/93	Y	EMM
T	COLLEGIATE	Canada		464109		10/18/96	Y	EMM/EEG
T	COLLEGIATE	France		1558632		11/06/89	Y	EMM/EEG
T	COLLEGIATE	Germany		1167497		11/03/89	Y	EMM/EEG
T	COLLEGIATE	Great Britain		1403956		11/02/89	Y	EMM/EEG
T	COLLEGIATE	Italy		749652		05/19/98	Y	EMM/EEG
T	COLLEGIATE	Spain		2029148		11/05/96	Y	EMM/EEG
T	COLLEGIATE	Switzerland		377172		11/02/89	Y	EMM/EEG
T	COLLEGIATE	US		1662468		10/29/91	Y	EMM/EEG
T	CORINTHIAN INT'L (Logo)	US	74235873	1745808	01/08/92	01/12/93	Y	EMM
T	COTTON NATURALS	US	74068266	Pending	10/29/91		Y	EMM
T	COTTON NATURALS	US	75455828	Pending	03/24/98		Y	EMM
T	COTTON NATURALS (Design)	US	75455162	2299472	03/23/98	12/14/99	Y	EMM/EEG
T	CROSBY	Benelux		456615		12/13/88	Y	EMM/EEG
T	CROSBY	Canada		316139		07/11/86	Y	EMM/EEG
T	CROSBY	CTM	829648	Pending	05/01/98		Y	EMM
T	CROSBY	Germany		1159388		05/28/90	Y	EMM/EEG
T	CROSBY	Mexico		442302		04/15/93	Y	EMM/EEG
T	CROSBY	Switzerland		369330		06/16/89	Y	EMM/EEG
T	CROSBY	US	73264878	1191190	06/04/80	03/02/82	Y	EMM/EEG
T	CROSBY AND CO. LTD. (Design)	Canada		281540		07/22/83	Y	EMM/EEG
T	DOMINUS	US	75541298	Pending	08/24/98		Y	EMM
T	EQUI-FLEECE	Canada		231617		01/26/79	Y	EMM/EEG
T	EQUI-FLEECE	US	72398081	936375	07/22/71	06/27/72	Y	EMM/EEG
T	EQUI-JEANS	US	74346422	1790503	01/07/93	08/31/93	Y	EMM/EEG

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PATENTS AND TRADEMARKS

P/T	PATENT/TRADEMARK	COUNTRY	APPLICATION #	REGISTRATION #	FILE DATE	ISSUE DATE	SECURITY Y/N	DOCUMENTATION EMM/EEG
T	EQUILIBRIUM	US	74346425	1813730	01/07/93	12/28/93	Y	EMM/EEG
T	EQUI-STRETCH	Canada		166683		12/05/89	Y	EMM/EEG
T	EQUISUEDE	US	74105383	1788091	10/12/90	04/27/93	Y	EMM
T	EQUITEX & Design	US	73643994	1464578	02/10/87	11/10/87	Y	EMM/EEG
T	EURO SADDLERY	US	73505397	1352812	10/24/84	08/06/85	Y	EMM/EEG
T	EVEREST	US	75519730	2285117	07/16/98	10/21/99	Y	EMM/EEG
T	FAHRENHEIT EXTREME	US		2407085	12/08/98	11/21/00	Y	EMM/EEG
T	FIELDMASTER	US	73822524	1590885	08/30/89	04/10/90	Y	EMM
T	FOXWOOD (Design)	US	73614345	1440615	08/12/86	05/26/87	Y	EMM/EEG
T	FREESTYLE	US	73656192	1505914	04/20/87	09/27/88	Y	EMM/EEG
T	GOOD HANDS	US	74111196	1661801	10/30/90	10/22/91	Y	EMM/EEG
T	GORRINGE	US	73823751	1453733	06/05/87	08/18/87	Y	EMM/EEG
T	GRIP-TAC	US	75156574	2094959	08/26/96	09/09/97	Y	EMM/EEG
T	HEELS DOWN	US	74052410	1678113	04/24/90	03/03/92	Y	EMM/EEG
T	HUNTERDON	US	73478137	1083896	04/30/84	08/13/85	Y	EMM
T	KIDS ON COURSE & Design	US	75414276	2206611	01/06/98	07/13/99	Y	EMM/EEG
T	KORSTEEL	Canada		229900		08/25/78	Y	EMM/EEG
T	KORSTEEL	US	73091963	1042976	06/29/76	04/19/77	Y	EMM
T	LANCERS	Canada		465613		11/01/96	Y	EMM/EEG
T	LANCERS	Mexico		510393		11/24/95	Y	EMM/EEG
T	LANCERS (Riding hardware & equipment)	US	74634331	1942976	02/15/95	12/19/95	Y	EMM/EEG
T	MACINTOSH	US		Pending	12/08/96		Y	EMM
T	MAYCRAFT	US	72316449	0887327	01/13/69	03/10/70	Y	EMM
T	MILLER HARNESS	Brazil		816641200		09/05/95	Y	EMM/EEG
T	MILLER HARNESS	Brazil	817201572	Pending	04/06/93		Y	EMM
T	MILLER TWO BOOT LOGO (Design)	US	73116966	1087381	03/14/77	03/14/78	Y	EMM/EEG
T	MILLER'S	US	73777621	1608811	01/30/89	08/07/90	Y	EMM/EEG
T	MILLER'S (Riding Clothes, Retail Store)	US	72316452	885095	01/13/69	01/27/70	Y	EMM/EEG
T	MILLER'S COLLEGIATE	US	73830501	1641271	10/10/89	04/16/91	Y	EMM/EEG
T	MILLER'S HARNESS WEST	US	74235998	1812601	01/06/92	12/21/93	Y	EMM
T	MILLER'S TWO BOOT LOGO (Design)	Australia		B501285		12/12/88	Y	EMM/EEG
T	MILLER'S TWO BOOT LOGO (Design)	Benelux		457644		12/13/88	Y	EMM/EEG
T	MILLER'S TWO BOOT LOGO (Design)	Brazil		816641196		09/05/95	Y	EMM
T	MILLER'S TWO BOOT LOGO (Design)	Brazil		Pending	04/06/93		Y	EMM
T	MILLER'S TWO BOOT LOGO (Design)	Canada		240890		03/14/80	Y	EMM

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PATENTS AND TRADEMARKS

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T	MILLER'S TWO BOOT LOGO (Design)	Germany		1146700		12/12/88	Y	EMM/EEG
T	MILLER'S TWO BOOT LOGO (Design)	Sweden		223470		05/10/91	Y	EMM/EEG
T	MILLER'S TWO BOOT LOGO (Design)	Switzerland		389234		08/05/89	Y	EMM/EEG
T	NEO-PRO-TEK	US	73029073	1023259	08/09/74	10/21/75	Y	EMM/EEG
T	ON COURSE	US	75414275	2420388	01/06/98	01/16/01	Y	EMM/EEG
T	ON COURSE (Design)	US	75414280	2420389	01/06/98	01/16/01	Y	EMM/EEG
T	ON COURSE COTTON NATURALS & Design	US	75414587	2271675	01/06/98	08/24/99	Y	EMM/EEG
T	POSITION IS EVERYTHING	US	75541297	Pending	08/24/98		Y	EMM
T	PRACTICAL CHOICE	US	75406068	2218830	12/16/97	01/19/99	Y	EMM/EEG
T	PRACTICAL CHOICE (Design)	US	75414566	2218892	01/06/98	01/19/99	Y	EMM/EEG
T	PRIX DES NATIONS	Canada		229500		08/04/78	Y	EMM/EEG
T	PRIX DES NATIONS	US	73118968	1094473	03/14/77	06/27/78	Y	EMM/EEG
T	ROMA	Benelux		485556		12/04/90	Y	EMM
T	ROMA	Canada		416883		09/17/93	Y	EMM/EEG
T	ROMA	France		1630567		11/30/90	Y	EMM/EEG
T	ROMA	US	74110768	1659763	10/30/90	10/08/91	Y	EMM/EEG
T	SCHOOLING SWEATS	Canada		379193		02/01/91	Y	EMM/EEG
T	SCHOOLING SWEATS	US	73780978	1575119	02/15/89	01/02/90	Y	EMM
T	SPORTIFIC	Benelux		462319		03/16/89	Y	EMM
T	SPORTIFIC	Canada		36950		06/15/90	Y	EMM/EEG
T	SPORTIFIC	Germany		1154748		03/04/89	Y	EMM/EEG
T	SPORTIFIC	Sweden		Pending		02/01/91	Y	EMM
T	SPORTIFIC	Switzerland		370637		08/04/89	Y	EMM
P	STIRRUP BAR, ADJUSTABLE	US		4924660		05/15/90	Y	EMM
T	SWEET LUMPS	US		2222900		02/09/99	Y	EMM
T	U.S. SADDLERY & Design	US	73307946	1242839	04/29/81	06/21/83	Y	EMM/EEG
T	VALET	US	73692622	1507218	10/30/87	10/04/88	Y	EMM/EEG
T	WHIPPY	US	73128414	1096767	05/31/77	07/18/78	Y	EMM/EEG
T	WHITMAN	US		2260768		07/13/99	Y	EMM
T	YORKSHIRE	US	73300990	1221309	03/13/81	12/21/82	Y	EMM/EEG

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PATENTS AND TRADEMARKS

P/T	PATENT/TRADEMARK	COUNTRY	APPLICATION #	REGISTRATION #	FILE DATE	ISSUE DATE	SECURITY Y/N	DOCUMENTATION EMM/EEG
T	CAVALIER (Saddlery & Tack)	US		2374337		08/08/00	Y	EEG
T	COLLEGIATE	Australia		813348		11/10/99	Y	EEG
P	FABRIC FOR RECREATIONAL CLOTHING	US		5050406		09/24/91	Y	EEG
P	GLOVE	US		324606		03/17/92	Y	EEG
T	HUNTERDON (Saddlery Equipment)	US		1354059		08/13/85	Y	EEG
T	IEC (Design)	US		1460944		10/13/87	Y	EEG
T	KORSTEEL	US		1063896		04/19/77	Y	EEG
T	MILLER'S (Design)	Mexico		504551		09/22/95	Y	EEG
T	MILLER'S (Riding Clothes, Retail Store, Mail Order)	Canada		240890		03/14/80	Y	EEG
T	PICADOR	US		1505959		09/27/88	Y	EEG
T	SCHOOLING (Design)	US		2335978		03/28/00	Y	EEG
P	SHOE	US		325287		04/14/92	Y	EEG
P	STIRRUP WITH MOVEABLE FOOT PLATE	US		5830986		08/03/99	Y	EEG
P	TRAINING REINS	US		5148658		09/22/92	Y	EEG

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AMENDED AND RESTATED
SECURITY AGREEMENT

AMENDED AND RESTATED SECURITY AGREEMENT (as the same may be amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of March 31, 2000, among ENGLISH EQUESTRIAN GROUP, LLC, a Delaware limited liability company (the "Borrower"), EP HOLDING CORPORATION, a Delaware corporation ("EPH"), EQUESTRIAN PRODUCTS HOLDING CORP., a Delaware corporation ("EQPH"), EQUESTRIAN PRODUCTS CORP., a Maryland corporation ("EQP"), MILLER HARNESS COMPANY, L.L.C., a Delaware limited liability company ("MHC"), WSMC ACQUISITION CORP., a Delaware corporation ("WSMC"), WHITMAN SADDLE MFG., INC., a Michigan corporation ("Whitman Saddle" and, together with EPH, EQPH, EQP, MHC, WSMC and each other Guarantor who becomes a party hereto pursuant to Section 10, are each a "Guarantor" and collectively, the "Guarantors"; the Guarantors and the Borrower are, collectively, the "Grantors"), and THE BANK OF NEW YORK (the "Lender").

RECITALS

A. Reference is made to the Amended and Restated Credit Agreement, dated as of the date hereof, by and between the Borrower and the Lender (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), amending and restating in its entirety the Credit Agreement, dated as of February 29, 2000, by and between the Borrower and the Lender (the "Existing Credit Agreement").

B. It is a condition precedent to the Lender's acceptance and execution of the Credit Agreement and the making of all Loans, the issuance of all Letters of Credit and all other extensions of credit under the Credit Agreement that the Borrower, EPH, EQPH, EQP, MHC, WSMC and Whitman Saddle, as Guarantors under the Credit Agreement, and each other Person who shall hereafter become a Guarantor pursuant to the terms of the Credit Agreement, shall execute and deliver to the Lender this Agreement.

Therefore, in consideration of the Recitals, the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Lender hereby agree as follows:

Section 1. Defined Terms

(a) Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

(b) When used in this Agreement, the following capitalized terms shall have the respective meanings ascribed thereto as follows:

"Additional Grantor": each Grantor which becomes a party hereto pursuant to Section 10 hereof.

"Collateral": as defined in Section 2.

"Eiser Acquisition Agreement": the Agreement and Plan of Merger, by and among EPH, EQPH and the stockholders and warrant holders of EQPH, dated as of January 24, 2000, as the same shall have been amended, supplemented or otherwise modified.

"Equity Interest": (i) with respect to a corporation, the capital stock thereof, (ii) with respect to a partnership, a partnership interest therein, all rights of a partner in such partnership, whether arising under the partnership agreement of such partnership or otherwise; (iii) with respect to a limited liability company, a membership interest therein, all rights of a member of such limited liability company, whether arising under the limited liability company agreement of such limited liability company or otherwise; (iv) with respect to any other firm, association, trust, business enterprise or other entity which is similar to any other Person listed in clauses (i), (ii) and (iii), and this clause (iv), of this definition, any equity interest therein, any interest therein which entitles the holder thereof to share in the revenue, income, earnings or losses thereof or to vote or otherwise participate in any election of one or more members of the board of directors or other governing body or Person thereof, and (v) all warrants and options in respect of any of the foregoing and all other securities which are convertible or exchangeable therefor.

"Event of Default": as defined in Section 6.

"Financing Statements": the UCC financing statements executed by the Grantors in connection with this Agreement and/or delivered pursuant to Section 5 of either (i) the Credit Agreement or (ii) the Existing Credit Agreement.

"Miller Acquisition Agreement": the Asset Purchase Agreement, between MHC and Miller Harness Company, Inc., dated as of February 4, 1999, as the same shall have been amended, supplemented or otherwise modified.

"NYUCC": the UCC as in effect in the State of New York on the date hereof.

"Obligations": all of the obligations and liabilities of the Grantors under the Loan Documents, in each case whether fixed, contingent, now existing or hereafter arising, created, assumed, incurred or acquired, as such obligations

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and liabilities may be amended, increased, modified, renewed, refinanced by the Lender, refunded or extended from time to time.

"Office Location": as defined in Section 3(a).

"Patents": (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications therefor, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including, without limitation, the patents listed on Schedule 3(g) hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Supplement": a Supplement to this Agreement, duly completed, in the form of Annex A hereto.

"Trademark Licenses": all United States written license agreements of the Grantors with any Person who is not an Affiliate or Subsidiary of the Grantors in connection with any of the Trademarks or such other Person's names or trademarks, whether any Grantor is a licensor or a licensee under any such agreement, including, without limitation, the license agreements listed on Schedule 3(g) hereto, subject in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter covered by such licenses.

"Trademarks": all of the Grantors' right, title and interest in and to all trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including without limitation, each registration and application identified in Schedule 3(g) hereto, and including, without limitation, (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all other rights corresponding thereto and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers.

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"UCC": with respect to any jurisdiction, Articles 1, 8 and 9 of the Uniform Commercial Code as from time to time in effect in such jurisdiction.

"Whitman Acquisition Agreement": the *Acquisition Agreement*, as such term is defined in the Credit Agreement.

(c) When used in this Agreement, the following capitalized terms shall have the respective meanings ascribed thereto in the NYUCC: "Account", "Certificated Security", "Chattel Paper", "Document", "Equipment", "Fixture", "General Intangible", "Instrument", "Inventory", "Issuer", "Proceeds", "Secured Party", and "Security".

Section 2. Grant of Security Interest & Assignment

(a) Grant. To secure the prompt and complete payment, observance and performance of the Obligations, the Grantors hereby grant to the Lender a security interest in and to all of the Grantors' right, title and interest in and to all of the following property now owned or hereafter acquired (collectively, the "Collateral"): all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments evidencing Intercompany Indebtedness, all Inventory, all Patents, all Trademarks, all Trademark Licenses, all Equity Interests in each Person which now is or may hereafter become a Subsidiary of any Grantor, whether or not evidenced by a Security, all rights to payment and indemnification under each of the Miller Acquisition Agreement, the Eiser Acquisition Agreement and the Whitman Acquisition Agreement, and to the extent not otherwise included, all of the Proceeds of all of the foregoing; provided, however, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of any Grantor that would otherwise be included in the Collateral to the extent that the grant by the Grantors of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to General Intangibles or Trademark Licenses, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

(b) Assignment. To secure the prompt and complete payment, observance and performance of the Obligations, the Grantors hereby assign to Lender all of their right, title and interest in and to each of the Miller Acquisition Agreement, the Eiser Acquisition Agreement and the Whitman Acquisition Agreement, and all payments now or hereafter due or payable thereunder from the transferors thereunder or any other Person, and all claims and rights of indemnification, rights of "true-up" and all other rights and remedies thereunder in favor of the Borrower or any other Grantor.

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Section 3. Representations and Warranties

The Grantors hereby represent and warrant to the Lender as follows:

(a) Chief Executive Office. As of the date hereof, each Grantor's place of business or, if each Grantor has more than one place of business, such Grantor's chief executive office, is, located at the addresses set forth on Schedule 3(f) hereto (the "Office Locations"). The Grantors' Office Locations have not changed during the immediately preceding 5-month period, except with respect to MHC. Prior to the date set forth on said Schedule 3(f) as the "change in location date," MHC's place of business was, and had been continuously for the immediately preceding 5-month period, as set forth on said Schedule 3(f). The Grantors have not changed their legal names during the six year period immediately preceding the date hereof except for MHC's change in name from "MHC Acquisition LLC" to "Miller Harness Company, L.L.C.".

(b) Information. As of the date hereof, all of the information set forth on each of the Schedules hereto is true, complete and correct. On the Effective Date, this representation is made based on such Grantor's knowledge.

(c) Security Interest. This Agreement, together with the delivery to the Lender of the Certificated Securities constituting Collateral and the continuous possession thereof by the Lender creates a continuing enforceable Security Interest in the Collateral in favor of the Lender. Upon the presentation for filing of the Financing Statements at the respective offices listed thereon together with the appropriate filing fee therefor, the delivery to the Lender of the Instruments constituting the Collateral, and the filing of (i) the Grant of Security Interest in substantially the form of Annex B in the United States Patent and Trademark Office with respect to Trademarks, and (ii) the Grant of Security Interest in substantially the form of Annex C in the United States Patent and Trademark Office with respect to Patents, such Security Interest shall be perfected, and the Lender shall be a "*Protected purchaser*" within the meaning of Article 8 of the NYUCC, with respect to the Collateral consisting of Securities.

(d) Chattel Paper, Documents and Instruments. The Grantors currently own no Chattel Paper, Documents or Instruments, other than such as are not material to the conduct of their respective businesses.

(e) Accounts. As of the date hereof, (i) all records concerning any Account constituting the Collateral, other than such Accounts that (x) are not material to the conduct of their respective businesses and (y) are not included in Eligible Accounts Receivable, are located at their respective Office Locations, and (ii) no such Account that is covered by the representation in clause (i) of this paragraph is evidenced by a promissory note or other instrument.

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(f) Equipment and Inventory. (i) Except for Equipment and Inventory in transit with common carriers, the Grantors have exclusive possession and control of all Equipment and Inventory constituting the Collateral, other than (x) such Equipment and Inventory that are not material to the conduct of their respective businesses and (y) with respect to such Inventory, is not included in Eligible Inventory, and (ii) all such Equipment and Inventory that are covered by the representation in clause (i) of this paragraph are, as of the date hereof and have been continuously for the 5 month period immediately preceding the date hereof, located at one or more of the places listed on Schedule 3(f) hereto.

(g) Trademarks, Trademark Licenses and Patents. The material Trademarks, Trademark Licenses and Patents owned by the Grantors on the date hereof are listed on Schedule 3(g) hereto. Each such Trademark, Trademark License and Patent is subsisting and has not been adjudged invalid or unenforceable, in whole or in part. To the best of the Grantors' knowledge, each such Trademark, Trademark License and Patent constituting Collateral is valid and enforceable. Except for Permitted Liens, the Grantors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Trademarks, Trademark Licenses and Patents constituting Collateral, free and clear of all Liens. To the best of the Grantors' knowledge, no claim has been made that the use of any such Trademark, Trademark License or Patent violates the rights of any third person. To the best of the Grantors' knowledge, the Borrower and each other Grantor has used consistent standards of quality in its manufacture of products sold under such Patents and Trademarks.

Section 4. Covenants of the Grantors

The Grantors hereby covenant with the Lender as follows:

(a) Chief Executive Office. The Grantors shall maintain their place of business, or if the Grantors have more than one place of business, their chief executive office, at the Office Location or at such other location in respect of which (A) the Grantors shall have provided the Lender with prior written notice thereof, and (B) UCC financing statements (or amendments thereto), in form and substance reasonably satisfactory to the Lender, shall have been filed within two months of such change.

(b) Further Assurances. The Grantors shall, at their own expense, promptly execute and deliver all certificates, documents, instruments, financing and continuation statements and amendments thereto, notices and other agreements, and take all further action, that the Lender may reasonably request from time to time, in order to perfect and protect the Security Interest granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral. The Grantors hereby irrevocably appoint the Lender as the Grantors' true and lawful attorney-in-fact, in the name, place

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and stead of the Grantors, to perform on behalf of the Grantors any and all obligations of the Grantors under this Agreement, and the Grantors agree that the power of attorney herein granted constitutes a power coupled with an interest, provided, however, that the Lender shall have no obligation to perform any such obligation and such performance shall be at the sole cost and expense of the Grantors. If the Grantors fail to comply with any of their obligations hereunder, the Lender may do so in the Grantors' names or in the Lender's name, but at the Grantors' expense, and the Grantors hereby agree to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in connection therewith.

(c) Information. The Grantors at their own expense shall furnish to the Lender such information, reports, statements and schedules with respect to the Collateral as the Lender may reasonably request from time to time.

(d) Defense of Collateral. The Grantors at their own expense shall defend the Collateral against all material claims of any kind or nature of all Persons at any time claiming the same or any interest therein adverse to the interests of the Lender, and the Grantors shall not cause, permit or suffer to exist any Lien upon the Collateral except as permitted pursuant to the Credit Agreement.

(e) Delivery of Pledged Collateral. Each Certificated Security representing an Equity Interest in a Person which is or shall become a Subsidiary of the Grantors shall be promptly delivered to the Lender, to be held by the Lender pursuant hereto, in suitable form for transfer by delivery or accompanied by duly executed documents of transfer or assignment in blank, all in form and substance satisfactory to the Lender. The Grantors agree that until so delivered, each such Certificated Security shall be held by the Grantors in trust for the benefit of the Lender and be segregated from the other Property of the Grantors.

(f) Chattel Paper, Documents and Instruments. All of the Instruments, Documents and Chattel Paper now or hereafter owned by or in the possession of the Grantors which constitute the Collateral (other than checks received in the ordinary course of collection) shall be promptly delivered to the Lender, to be held by the Lender pursuant hereto, in suitable form for transfer by delivery or accompanied by duly executed documents of transfer or assignment in blank, all in form and substance reasonably satisfactory to the Lender. The Grantors agree that, with respect to all items of the Collateral which they are or shall hereafter be obligated to deliver to the Lender, until so delivered such items shall be held by the Grantors in trust for the benefit of the Lender and be segregated from the other Property of the Grantors.

(g) Accounts. Except as otherwise provided in this Section 4(g), the Grantors shall continue to collect in accordance with their respective

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customary practices, at their own expense, all amounts due or to become due to the Grantors in respect of the Grantors' Accounts and, prior to the occurrence of an Event of Default, the Grantors shall have the right to adjust, settle or compromise the amount or payment of any such Account, all in accordance with its customary practices. In connection with such collections, the Grantors may take and, at the direction of the Lender at any time that an Event of Default shall have occurred and be continuing shall take, such action as the Grantors or the Lender may reasonably deem necessary or advisable to enforce collection of such Accounts.

(h) Equipment and Inventory. The Grantors shall keep the Equipment and Inventory constituting the Collateral at the places listed on Schedule 3(h) hereto, and at such other places located within the United States in respect of which the Grantors shall have provided the Lender with prior written notice, and UCC financing statements (or amendments thereto), in form and substance satisfactory to the Lender, shall have been filed within two months of such change. The Grantors shall promptly furnish to the Lender a statement respecting any material loss or damage to any of the Equipment or Inventory constituting the Collateral with an aggregate fair market value exceeding $100,000 as a result of a single occurrence except to the extent that such loss or damage shall be insured pursuant to policies required to be maintained pursuant to the Credit Agreement.

(i) Trademarks, Trademark Licenses and Patents. The Grantors will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks, Trademark Licenses and Patents constituting Collateral. The Grantors shall give to the Lender prompt written notice thereof in the event that the Grantors shall obtain any right to any new Trademark, Trademark License or Patent or to any reissue, renewal, or extension thereof. The Grantors shall prosecute diligently any applications of the Trademarks or Patents constituting Collateral pending as of the date of this Agreement or thereafter, and preserve and maintain all rights in applications of Trademarks and Patents constituting Collateral consistent with past practice, including the payment of all maintenance fees. The Grantors shall not abandon any right to file an application or any pending application for any Trademark or Patent unless the failure so to do could not reasonably be expected to have a material adverse effect on the value of the Trademarks or the Patents, as the case may be, taken as a whole. The Grantors will comply in all material respects with the terms and conditions of each Trademark License, and will not surrender or consent to the cancellation of any such Trademark License without the consent of the Lender.

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Section 5. Other Agreements of the Grantors

(a) No Duty to Preserve. Except as otherwise required by law, the Grantors agree that, with respect to the Collateral, the Lender has no obligation to preserve rights against prior or third parties.

(b) Lender's Duty With Respect to Collateral. The Lender's only duty with respect to the Collateral delivered to it shall be to use reasonable care in the custody and preservation of the Collateral, and the Grantors agree that if the Lender accords the Collateral substantially the same kind of care as it accords its own Property, such care shall conclusively be deemed reasonable. In the event that all or any part of the Certificated Securities or Instruments constituting the Collateral are lost, destroyed or wrongfully taken while such Certificated Securities or Instruments are in the possession of the Lender, the Grantors agree that they will use their best efforts to cause the delivery of new Certificated Securities or Instruments in place of the lost, destroyed or wrongfully taken Certificated Securities or Instruments upon request therefor by the Lender, without the necessity of any indemnity bond or other security, other than the Lender's agreement of indemnity upon usual and customary terms therefor. Anything herein to the contrary notwithstanding, the Lender shall not be under any duty to send notices, perform services, exercise any rights of collection, enforcement, conversion or exchange, vote, pay for insurance, taxes or other charges or take any action of any kind in connection with the management of the Collateral.

(c) Liability of Grantors under Contracts and Agreements Included in the Collateral. Anything herein to the contrary notwithstanding, (i) the Grantors shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of their respective duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Lender of any of its rights hereunder shall not release the Grantors from any of their respective duties or obligations under any such contract or agreement, (iii) the Lender shall have no obligation or liability, including indemnification obligations, under any such contract or agreement by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of the Grantors thereunder, to make any payment, to make any inquiry as to the nature or sufficiency of any payment received by the Grantors or the sufficiency of any performance by any party under any such contract or agreement or to take any action to collect or enforce any claim for payment assigned hereunder, and (iv) the Lender shall be under no duty to send notices, perform services, exercise any rights of collection, enforcement, conversion or exchange, vote, pay for insurance, taxes or other charges or take any action of any kind in connection with the management of the Collateral.

Section 6. Events of Default

Each of the following shall constitute an "Event of Default":

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(a) If the Grantors shall fail to observe or perform any term, covenant or agreement contained in this Agreement; or

(b) The occurrence and continuance of any other Event of Default under, and as such term is defined in, the Credit Agreement.

Section 7. Remedies

(a) Upon the occurrence of an Event of Default or at any time thereafter during the continuance thereof, the Lender may:

(i) exercise any and all rights and remedies granted to a Secured Party by the UCC or otherwise allowed at law, and otherwise provided by this Agreement, and

(ii) dispose of the Collateral as it may choose, so long as every aspect of the disposition including the method, manner, time, place and terms are commercially reasonable, and the Grantors agree that, without limitation, the following are each commercially reasonable: the Lender shall not in any event be required to give more than 14 days' prior notice to the Grantors of any such disposition, any place within the City of New York or the County of Fairfield, Connecticut may be designated by the Lender for disposition, and the Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) The Grantors acknowledge and agree that the Lender may elect, with respect to the offer or sale of any or all of the Equity Interests constituting the Collateral, to conduct such offer and sale in such a manner as to avoid the need for registration or qualification of such Equity Interests or the offer and sale thereof under any Federal or state securities laws and that the Lender is authorized to comply with any limitation or restriction in connection with such sale as counsel may advise the Lender is reasonably necessary in order to avoid any violation of applicable law, compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Equity Interests, or in order to obtain any required approval of the sale or of the purchaser by any Governmental Authority. The Grantors further acknowledge and agree that any such transaction may be at prices and on terms less favorable than those which may be obtained through a public sale and not subject to such restrictions and agrees that, notwithstanding the foregoing, the Lender is under no obligation to conduct any such public sale and may elect to impose any or all of the foregoing restrictions, or any other restrictions which may be reasonably necessary in order to avoid any such registration or qualification, at its sole discretion, and that any

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such offer and sale so conducted shall be deemed to have been made in a commercially reasonable manner.

(c) To the extent permitted by law, the Grantors hereby expressly waive and covenant not to assert any appraisement, valuation, stay, extension, redemption or similar laws, now or at any time hereafter in force, which might delay, prevent or otherwise impede the performance or enforcement of this Agreement.

Section 8. Voting

Notwithstanding anything to the contrary contained in this Agreement, the Grantors shall have the right to vote all Securities and General Intangibles constituting the Collateral and receive and retain all dividends and distributions thereon until such time, if any, as an Event of Default shall have occurred and be continuing and the Lender shall have notified the Grantors that the Lender shall have elected to terminate the rights of the Grantors under this Section, at which time the Lender shall then be vested with the right to vote all Securities constituting the Collateral and receive and retain all dividends and distributions thereon, until such time as such Event of Default is cured or waived.

Section 9. Notices

All notices and other communications provided for or otherwise required hereunder or in connection herewith shall be given in the manner and, with respect to the Borrower and the Lender, to the addresses set forth in Section 10.2 of the Credit Agreement. The address for notices to each other Grantor executing this Agreement is:

EP Holding Corporation
Equestrian Products Holding Corp.
Equestrian Products Corp.
Miller Harness Company, L.L.C.
WSMC Acquisition Corp.
Whitman Saddle Mfg., Inc.
350 Page Road
Washington, North Carolina 27889
Attention: David Kinderman

Telephone: (252) 940-4000
Telecopy: (252) 940-1405

TRADEMARK
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with a copy, in each case, to:

Mr. John Allen
Dent & Company Incorporated
One Lafayette Place
Greenwich, CT 06830

Telephone: (203) 629-2900
Telecopy: (203) 629-2473.

Section 10. Additional Grantors

Section 8.9 of the Credit Agreement requires, upon the terms and conditions set forth therein, that each Subsidiary of the Borrower that was not in existence on the Effective Date enter into the Guaranty as an additional Guarantor and enter into this Agreement as an additional Grantor. Upon execution and delivery by the Lender and any such Subsidiary of a Supplement, together with completed Schedules hereto with respect to such Subsidiary, and such UCC Financing Statements and other documents as the Lender shall require in order to perfect the Lender's security interest granted thereby, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of such Supplement shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

Section 11. Termination

On any date upon which (i) the Lender shall no longer have any obligation to make any Revolving Credit Loans or issue any Letters of Credit, and (ii) the Obligations shall have been indefeasibly paid in full in cash, the Liens granted hereby shall cease and the Lender shall, at the Grantors' expense, execute and deliver all UCC Termination Statements and releases of its security interest in the Patents and Trademarks which the Grantors shall have reasonably requested, and return to the Grantors all Collateral which shall remain in the possession of the Lender at such time.

Section 12. Relationship to Credit Agreement

This Agreement is the *"Security Agreement"* under, and as such term is defined in, the Credit Agreement, and is subject to, and should be construed in accordance with, the provisions thereof. Each of the Lender and the Grantors acknowledges that certain provisions of the Credit Agreement, Sections 1.2 (Other Definitional Provisions), 3.9 (Taxes), 3.10 (Grossing up of Payments), 10.1 (Amendments and Waivers), 10.3 (No Waiver; Cumulative Remedies), 10.4 (Survival of Representations and Warranties and Certain Obligations), 10.7 (Counterparts), 10.9 (Construction), 10.10 (Governing Law), 10.11 (Headings Descriptive), 10.12 (Severability), 10.13 (Integration), 10.14 (Consent to Jurisdiction), 10.15 (Service of

TRADEMARK
REEL: 003211 FRAME: 0598

Process), 10.16 (No Limitation on Service or Suit) and 10.17 (WAIVER OF TRIAL BY JURY) thereof, are made applicable to this Agreement and all such provisions are incorporated by reference herein as if fully set forth herein.

Section 13. Amended and Restated Agreement

This Agreement is an amendment and restatement of the Security Agreement dated February 29, 2000 executed by the Borrower, EPH, EQPH, EQP and MHC in favor of the Lender (the "Existing Security Agreement"). All Obligations as defined in the Existing Security Agreement shall be Obligations under and as defined in this Agreement and shall be secured by the Collateral as defined in this Agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

TRADEMARK
REEL: 003211 FRAME: 0599

IN EVIDENCE of the agreement by the parties hereto to the terms and conditions herein contained, each such party has caused this Amended and Restated Security Agreement to be duly executed on its behalf.

ENGLISH EQUESTRIAN GROUP, LLC

By: _____
Elizabeth Norten,
Vice President

EP HOLDING CORPORATION

By: _____
Elizabeth Norten,
Vice President

EQUESTRIAN PRODUCTS HOLDING CORP.

By: _____
Elizabeth Norten,
Vice President

EQUESTRIAN PRODUCTS CORP.

By: _____
Elizabeth Norten,
Vice President

MILLER HARNESS COMPANY, L.L.C.

By: _____
Elizabeth Norten,
Vice President

TRADEMARK
REEL: 003211 FRAME: 0600

WSMC ACQUISITION CORP.

By: _____
Elizabeth Norten,
Vice President

WHITMAN SADDLE MFG., INC.

By: _____
Elizabeth Norten,
Vice President

Accepted by:

THE BANK OF NEW YORK

By: _____
Mark J. Sicinski,
Vice President

TRADEMARK
REEL: 003211 FRAME: 0601

UNIFORM COMMERCIAL CODE FILING MEMORANDUM

UNIFORM COMMERCIAL CODE FINANCING STATEMENT - IN LIEU OF CONTINUATION STATEMENTS NAMING MILLER HARNESS COMPANY, INC. AND ENGLIS EQUESTRIAN GROUP, LLC SEPARATELY, AS DEBTOR AND THE BANK OF NEW YORK, AS SECURED PARTY

Name of Debtor	Jurisdiction	Filing Date	Filing Number	Expiration Date
English Equestrian Group, LLC	S/S Delaware	10/12/2001	1121842 4	10/12/2006
Miller Harness Company, Inc. (f/k/a Equestrian Products Holding Corp.)	S/S Delaware	10/12/2001	1121846 5	10/12/2006
Miller Harness Company, Inc. (f/k/a Equestrian Products Corp.)	S/S Delaware	10/12/2001	1121851 5	10/12/2006
Miller Harness Company, Inc. (f/k/a EP Holding Corporation)	S/S Delaware	10/12/2001	1121852 3	10/12/2006
Miller Harness Company, Inc. (f/k/a Whitman, Saddle Mfg., Inc.)	S/S Delaware	10/12/2001	1121855 6	10/12/2006
Miller Harness Company, Inc. (f/k/a Miller Harness Company, L.L.C.)	S/S Delaware	10/12/2001	1121853 1	10/12/2006

Sent by: LOWENSTEIN SANDLER PC 973 597 2400 ; 10/21/03 16:50; Jetfax #657;Page 26/49

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

4844162-03A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:02 PM 10/12/2001
1121842 4 – 0000000
SRV: 010508399

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: English Equestrian Group, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 150 Pegs Road | CITY: Washington | STATE: NC | POSTAL CODE: 27889 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: The Bank of New York

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 10 Mason Street | CITY: Greenwich | STATE: CT | POSTAL CODE: 06830 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral described in Schedule A attached hereto.

2 Page attachment

This FINANCING STATEMENT is being filed in lieu of Continuation Statement(s) for previously filed Financing Statement(s), each of which remains effective.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) [optional] | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

ATTACHMENT

NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME		
English Equestrian Group, LLC		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT is filed in lieu of continuation for the following previously filed financing statement(s), each of which remains effective:

ORIGINAL FINANCING STATEMENT			MOST RECENT CONTINUATION STATEMENT	
FILING OFFICE	ORIGINAL DATE	ORIGINAL NUMBER	CONTINUATION DATE	CONTINUATION NUMBER
S/S North Carolina	5/22/2000	20003029451		
Davidson County, NC	5/22/2000	20000364		
S/S Connecticut	5/10/2000	1981834		

In the UCC Initial Financing Statement

TRADEMARK
REEL: 003211 FRAME: 0604

Schedule A
to
UCC-1 Financing Statement

Debtor: ENGLISH EQUESTRIAN GROUP, LLC
Secured Party: THE BANK OF NEW YORK

This financing statement covers the following types or items of property:

All of the Debtor's right, title and interest in and to all of the following property now owned or hereafter acquired (collectively, the "Collateral"): all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments evidencing Intercompany Indebtedness, all Inventory, all Patents, all Trademarks, all Trademark Licenses, all Equity Interests in each Person which now is or may hereafter become a Subsidiary of the Debtor, whether or not evidenced by a Security, all rights to payment and indemnification under each of the Miller Acquisition Agreement and the Elser Acquisition Agreement, and to the extent not otherwise included, all of the Proceeds of all of the foregoing; provided, however, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of the Debtor that would otherwise be included in the Collateral to the extent that the grant by the Debtor of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to General Intangibles or Trademark Licenses, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

All capitalized terms used herein shall have the meanings given to such terms in the Security Agreement, by and between the Debtor, EP Holding Corporation, Equestrian Products Holding Corp., Equestrian Products Corp., Miller Harness Company, L.L.C. and the Secured Party, dated as of February 29, 2000.

TRADEMARK
REEL: 003211 FRAME: 0605

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

4844162-04A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:06 PM 10/22/2002
1121846 5 - 0000000
SRV: 010308401

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Miller Harness Company, Inc.

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 350 Page Road | CITY: Washington | STATE: NC | POSTAL CODE: 27889 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names ☐ NONE

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b) ☐ NONE

3a. ORGANIZATION'S NAME: The Bank of New York

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 10 Mason Street | CITY: Greenwich | STATE: CT | POSTAL CODE: 06830 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral described in Schedule A attached hereto.

The Debtor referenced in this Financing Statement is formerly known as: Equestrian Products Holding Corp.

2 page attachment

This FINANCING STATEMENT is being filed in lieu of Continuation Statement(s) for previously filed Financing Statement(s), each of which remains effective.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

ATTACHMENT

NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME		
Miller Harness Company, Inc.		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT is filed in lieu of continuation for the following previously filed financing statement(s), each of which remains effective:

ORIGINAL FINANCING STATEMENT			MOST RECENT CONTINUATION STATEMENT	
FILING OFFICE	ORIGINAL DATE	ORIGINAL NUMBER	CONTINUATION DATE	CONTINUATION NUMBER
S/S Pennsylvania	3/10/2000	21371523		
Prothonotary of Luzerne County, PA	3/13/2000	00-372-00-47-286-5		
S/S North Carolina	3/10/2000	20000025289		
Beaufort County, NC	3/10/2000	20000315		

In Lieu UCC-1 [illegible] © T System Online

TRADEMARK
REEL: 003211 FRAME: 0607

Schedule A
to
UCC-1 Financing Statement

Debtor: EQUESTRIAN PRODUCTS HOLDING CORP.
Secured Party: THE BANK OF NEW YORK

This financing statement covers the following types or items of property:

All of the Debtor's right, title and interest in and to all of the following property now owned or hereafter acquired (collectively, the "Collateral"): all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments evidencing Intercompany Indebtedness, all Inventory, all Patents, all Trademarks, all Trademark Licenses, all Equity Interests in each Person which now is or may hereafter become a Subsidiary of the Debtor, whether or not evidenced by a Security, all rights to payment and indemnification under each of the Miller Acquisition Agreement and the Eiser Acquisition Agreement, and to the extent not otherwise included, all of the Proceeds of all of the foregoing; provided, however, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of the Debtor that would otherwise be included in the Collateral to the extent that the grant by the Debtor of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to General Intangibles or Trademark Licenses, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

All capitalized terms used herein shall have the meanings given to such terms in the Security Agreement, by and between English Equestrian Group, LLC, EP Holding Corporation, Equestrian Products Holding Corp., Equestrian Products Corp., Miller Harness Company, L.L.C. and the Secured Party, dated as of February 29, 2000.

TRADEMARK
REEL: 003211 FRAME: 0608

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

4844162 -05A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:06 PM 10/12/2001
1121851 8 - 0000000
SRV: 010506404

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Miller Harness Company, Inc.

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 350 Pigg Road | CITY: Washington | STATE: NC | POSTAL CODE: 27889 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any: NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any: NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: The Bank of New York

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 10 Mason Street | CITY: Greenwich | STATE: CT | POSTAL CODE: 06830 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral described in Schedule A attached hereto.

The Debtor referenced in this Financing Statement is formerly known as: Equestrian Products Corp.

2 page attachment

This FINANCING STATEMENT is being filed in lieu of Continuation Statement(s) for previously filed Financing Statement(s), each of which remain effective.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Schedule A
to
UCC-1 Financing Statement

Debtor: EQUESTRIAN PRODUCTS CORP.
Secured Party: THE BANK OF NEW YORK

This financing statement covers the following types or items of property:

All of the Debtor's right, title and interest in and to all of the following property now owned or hereafter acquired (collectively, the "Collateral"): all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments evidencing Intercompany Indebtedness, all Inventory, all Patents, all Trademarks, all Trademark Licenses, all Equity Interests in each Person which now is or may hereafter become a Subsidiary of the Borrower, whether or not evidenced by a Security, all rights to payment and indemnification under each of the Miller Acquisition Agreement and the Elser Acquisition Agreement, and to the extent not otherwise included, all of the Proceeds of all of the foregoing; provided, however, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of the Borrower that would otherwise be included in the Collateral to the extent that the grant by the Borrower of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to General Intangibles or Trademark Licenses, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

All capitalized terms used herein shall have the meanings given to such terms in the Security Agreement, by and between English Equestrian Group, LLC, EP Holding Corporation, Equestrian Products Holding Corp., the Debtor, Miller Harness Company, L.L.C. and the Secured Party, dated as of February 29, 2000.

TRADEMARK
REEL: 003211 FRAME: 0610

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

4944162 -06A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:06 PM 10/12/2001
1121852 3 - 0000000
SRV: 010508408

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Miller Manen Company, Inc.

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 350 Page Road | CITY: Washington | STATE: NC | POSTAL CODE: 27889 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names [ ] NONE

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b) [ ] NONE

3a. ORGANIZATION'S NAME: The Bank of New York

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 10 Mason Street | CITY: Greenwich | STATE: CT | POSTAL CODE: 06870 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral described in Schedule A attached hereto.

The Debtor referenced in this Financing Statement is formerly known as: EP Holding Corporation

2 page attachment

This FINANCING STATEMENT is being filed in lieu of Continuation Statement(s) for previously filed Financing Statement(s), each of which remain effective.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. [ ] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

TRADEMARK
REEL: 003211 FRAME: 0611

ATTACHMENT

NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME		
Miller Harness Company, Inc.		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT is filed in lieu of continuation for the following previously filed financing statement(s), each of which remains effective:

ORIGINAL FINANCING STATEMENT			MOST RECENT CONTINUATION STATEMENT	
FILING OFFICE	ORIGINAL DATE	ORIGINAL NUMBER	CONTINUATION DATE	CONTINUATION NUMBER
S/S North Carolina	3/10/2000	20000025287		
Bartow County, GA	3/10/2000	20000317		
S/S Pennsylvania	3/10/2000	31371527		
Prothonotary of Luzerne County, PA	3/13/2000	00-374-00-47-287-1		

In Line Ucc.: 3/13/01 C T System Online

TRADEMARK
REEL: 003211 FRAME: 0612

Schedule A
to
UCC-1 Financing Statement

Debtor: EP HOLDING CORPORATION
Secured Party: THE BANK OF NEW YORK

This financing statement covers the following types or items of property:

All of the Debtor's right, title and interest in and to all of the following property now owned or hereafter acquired (collectively, the "Collateral"): all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments evidencing Intercompany Indebtedness, all Inventory, all Patents, all Trademarks, all Trademark Licenses, all Equity Interests in each Person which now is or may hereafter become a Subsidiary of the Borrower, whether or not evidenced by a Security, all rights to payment and indemnification under each of the Miller Acquisition Agreement and the Elser Acquisition Agreement, and to the extent not otherwise included, all of the Proceeds of all of the foregoing; provided, however, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of the Borrower that would otherwise be included in the Collateral to the extent that the grant by the Borrower of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to General Intangibles or Trademark Licenses, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

All capitalized terms used herein shall have the meanings given to such terms in the Security Agreement, by and between English Equestrian Group, LLC, the Debtor, Equestrian Products Holding Corp., Equestrian Products Corp., Miller Harness Company, L.L.C. and the Secured Party, dated as of February 29, 2000.

TRADEMARK
REEL: 003211 FRAME: 0613

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

484462 -07A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:10 PM 10/12/2001
1121855 6 - 0000000
SRV: 010508607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Miller Harness Company, Inc.

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 350 Page Road | CITY: Washington | STATE: NC | POSTAL CODE: 27889 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any: NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any: NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: The Bank of New York

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 10 Mason Street | CITY: Greenwich | STATE: CT | POSTAL CODE: 06830 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral described in Schedule A attached hereto.

The Debtor referenced in this Financing Statement is formerly known as: Whitman Saddle Mfg., Inc.

2 page attachment

This FINANCING STATEMENT is being filed in lieu of Continuation Statement(s) for previously filed Financing Statement(s), each of which remain effective.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS | Attach Addendum | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) | ADDITIONAL FEE | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

TRADEMARK
REEL: 003211 FRAME: 0614

ATTACHMENT

NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME		
Miller Harness Company, Inc.		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT is filed in lieu of continuation for the following previously filed financing statement(s), each of which remains effective:

ORIGINAL FINANCING STATEMENT			MOST RECENT CONTINUATION STATEMENT	
FILING OFFICE	ORIGINAL DATE	ORIGINAL NUMBER	CONTINUATION DATE	CONTINUATION NUMBER
S/S Michigan	4/19/2000	D643797		
S/S North Carolina	4/17/2000	20000039104		
Beaufort County, NC	4/17/2000	2000-0476		

N Cash UCC-1 6/18/01 C T Ejecom Dallas

Schedule A
to
UCC-1 Financing Statement

Debtor: WHITMAN SADDLE MFG., INC.
Secured Party: THE BANK OF NEW YORK

This financing statement covers the following types or items of property:

All of the Debtor's right, title and interest in and to all of the following property now owned or hereafter acquired (collectively, the "Collateral"): all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments evidencing Intercompany Indebtedness, all Inventory, all Patents, all Trademarks, all Trademark Licenses, all Equity Interests in each Person which now is or may hereafter become a Subsidiary of the Debtor, whether or not evidenced by a Security, all rights to payment and indemnification under each of the Miller Acquisition Agreement and the Elser Acquisition Agreement, and to the extent not otherwise included, all of the Proceeds of all of the foregoing; provided, however, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of the Debtor that would otherwise be included in the Collateral to the extent that the grant by the Debtor of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to General Intangibles or Trademark Licenses, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

All capitalized terms used herein shall have the meanings given to such terms in the Security Agreement, by and between English Equestrian Group, LLC, EP Holding Corporation, Equestrian Products Holding Corp., Equestrian Products Corp., Miller Harness Company, L.L.C., WSMC Acquisition Corp, the Debtor and the Secured Party, dated as of March 31, 2000.

TRADEMARK
REEL: 003211 FRAME: 0616

[redacted]

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

L 4844162-08A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:10 PM 10/12/2001
1121853 1 - 0000000
SRV: 010508410

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Miller Hamner Company, Inc.

OR 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 150 Page Road | CITY: Washington | STATE: NC | POSTAL CODE: 27889 | COUNTRY: USA

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: Delaware | 1g. ORGANIZATIONAL ID #, if any: NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any: NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: The Bank of New York

OR 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 10 Mason Street | CITY: Globewide | STATE: CT | POSTAL CODE: 06830 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral described in Schedule A attached hereto.

The Debtor referenced in this Financing Statement is formerly known as: Miller Hamner Company, L.L.C.

2 page attachment

This FINANCING STATEMENT is being filed in lieu of Continuation Statement(s) for previously filed Financing Statement(s), each of which remain effective.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) | All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

ATTACHMENT

NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME		
Miller Harness Company, Inc.		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

This FINANCING STATEMENT is filed in lieu of continuation for the following previously filed financing statement(s), each of which remains effective:

ORIGINAL FINANCING STATEMENT			MOST RECENT CONTINUATION STATEMENT	
FILING OFFICE	ORIGINAL DATE	ORIGINAL NUMBER	CONTINUATION DATE	CONTINUATION NUMBER
S/S Connecticut	2/29/1999	1905558		
Barrow County, GA	2/11/1999	81999390		
S/S New Jersey	2/9/1999	1888116		
Bergen County, NJ	2/9/1999	000565		
S/S New York	2/9/1999	027101		
New York County, NY	2/12/1999	99PN07526		

In Line UCC1 [illegible] CT System Online

Schedule A
to
UCC-1 Financing Statement

Debtor: MHC ACQUISITION, L.L.C.
Secured Party: THE BANK OF NEW YORK

This financing statement covers the following types or items of property:

All of the Debtor's right, title and interest in and to all of the following property now owned or hereafter acquired (collectively, the "Collateral"): all Accounts, all Chattel Paper, all Documents, all Equipment, all Fixtures, all General Intangibles, all Instruments evidencing Intercompany Indebtedness, all Inventory, all Patents, all Trademarks, all Trademark Licenses, all Equity Interests in each Person which now is or may hereafter become a Subsidiary of the Borrower, whether or not evidenced by a Security, and to the extent not otherwise included, all of the Proceeds of all of the foregoing; provided, however, that the foregoing grant of a security interest with respect to General Intangibles and Trademark Licenses shall not include a security interest in, and the Collateral shall not include, any Trademark License with or issued by Persons other than a Subsidiary of the Borrower that would otherwise be included in the Collateral to the extent that the grant by the Borrower of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such license or permit or Trademark License, or gives the other party thereto the right to terminate such Trademark License in the event of the grant of a security interest with respect thereto. All references in this Agreement to General Intangibles or Trademark Licenses, or to any Proceeds thereof, shall be deemed to be references to such property or Proceeds to the extent such property or Proceeds constitutes Collateral.

All capitalized terms used herein shall have the meanings given to such terms in the Security Agreement, by and between the Debtor and the Secured Party, dated as of February 4, 1999.

TRADEMARK
REEL: 003211 FRAME: 0619

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

4944162 -01A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:01 PM 10/12/2001
0014723 - 1122128
SRV: 010506393

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0014723; 3/10/2000

1b. ☐ This AMENDMENT STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☒ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (or address) in item 7a or 7b and/or new address (or new address of person) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Equestrian Products Holding Corp.

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Millet Harness Company, Inc.

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignee, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
The Bank of New York

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

NATIONAL UCC Systems Online

TRADEMARK
REEL: 003211 FRAME: 0620

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

RETURN TO:
CT Corporation System
UCC Services
111 Eighth Avenue, 13th Floor
New York, NY 10011

484462-02A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:01 PM 10/12/2001
0014727 - 1122130
SRV: 010506397

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
0014727; 3/10/2000

1b. ☐ THIS FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☒ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (or address) in item 7a or 7b.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
EP Holding Corporation

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Miller Harness Company, Inc.

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
The Bank of New York

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV 07/29/98)

TRADEMARK
REEL: 003211 FRAME: 0621

ACKNOWLEDGEMENT, WAIVER AND AGREEMENT

ENGLISH EQUESTRIAN GROUP, LLC ("EEG") and MILLER HARNESS GROUP INC. ("MHC") each

(a) acknowledges that it has received a copy of the Agreement for Private Sale of Collateral (the "Agreement"); all capitalized terms used herein shall have the meanings ascribed to them in the Agreement;

(b) acknowledges it is either a Borrower or Guarantor with respect to the loans described in the Agreement;

(c) waives any notice of the UCC Sale and hereby consents to the UCC Sale in accordance with the terms of the Agreement;

(d) agrees that the UCC Sale contemplated by the Agreement will transfer each of the Acquired Assets to Buyer free of any interest of EEG and MHC;

(e) agrees that the UCC Sale contemplated by the Agreement constitute reasonably equivalent value and fair consideration for the Acquired Assets being purchased;

(f) acknowledges and agrees that the notice, time, place and manner of the UCC Sale and the Purchase Price for the Acquired Assets are all commercially reasonable;

(g) acknowledges and agrees that upon consummation of the UCC Sale and upon receipt by the Seller of the Purchase Price, EEG and MHC shall receive a credit on their obligations to the Seller in an amount equal to [redacted] and each shall remain liable to pay the balance of the amount due and owing to the Seller after application of the Purchase Price.

(h) agrees that upon the completion of the UCC Sale, the Buyer shall have a non-exclusive right of access to and the right to use (i) all supplier lists of EEG and MHC in electronic format, and (ii) all available financial information for the past 12 months, in either electronic or paper format, related to purchasing, product costs, customer pricing and sales history, and other information that is readily available at EEG's offices in Washington, No. Carolina.

ENGLISH EQUESTRIAN GROUP, LLC

By: _____
Name:
Title:

MILLER HARNESS COMPANY, INC.

By: _____
Name:
Title:

TOTAL P.02