

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capewell Horsenails, Inc.		12/16/2005	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Bank of America		
Street Address:	777 Main Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06115		
Entity Type:	National Banking Association: UNKNOWN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76633211		
CORRESPONDENCE DATA			
Fax Number:	(860)275-0343		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	860-275-0589		
Email:	ptomail@dbh.com		
Correspondent Name:	Barb Villandry, Day, Berry & Howard		
Address Line 1:	CityPlace 1		
Address Line 4:	Hartford, CONNECTICUT 06103-3499		
ATTORNEY DOCKET NUMBER:	00442-00330		
NAME OF SUBMITTER:	Barb Villandry		
Signature:	/Barb Villandry/		
Date:	12/23/2005		

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TRADEMARK
REEL: 003216 FRAME: 0403

Total Attachments: 3

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TRADEMARK

REEL: 003216 FRAME: 0404

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this “Assignment”), is made by and between CAPEWELL HORSENAILS, INC., a Connecticut corporation, with its principal office at 1404 Blue Hills Avenue, Bloomfield, Connecticut 06002 (“Debtor”) and BANK OF AMERICA, N.A. with an office at 777 Main Street, Hartford, Connecticut 06115 (“Secured Party”).

WHEREAS, Debtor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (the “Marks”);

WHEREAS, pursuant to that certain First Amended and Restated Security Agreement (the “Security Agreement”) dated as of December 16, 2005 by and between the Debtor, Mustad Connecticut, Inc., Mustad Hoofcare Center Incorporated (f/k/a Mustad, Incorporated), Capewell Horsenails, Inc., Tecasa U.S.A., Inc., Core Link, Inc., Mustad Mexico Sde R L de CV. and the Secured Party, as collateral security for the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement), the Debtor pledged and granted to Secured Party, for its benefit, a security interest in all of the Company’s right, title and interest in certain collateral, including the Marks, together with the goodwill of the business symbolized by the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of December 16, 2005, Debtor does hereby collaterally assign and grant to Secured Party a lien and security interest in and to the Marks, all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Debtor’s right to sue and recover for infringement of the

Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, which assignment and security interest shall secure the prompt payment and performance in full when due of the Secured Obligations, as set forth in the Security Agreement.

Debtor hereby acknowledges and affirms that (i) the security interest granted in this Assignment is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement; and (ii) the rights and remedies of the Secured Party with respect to the security interest granted in this Assignment are in addition to those set forth in the Security Agreement and the Loan Documents (as defined in the Security Agreement) and those which are now or subsequently available to the Secured Party as a matter of law or equity.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Debtor.


CAPEWELL HORSE NAILS, INC.

By: _____

Name: Carlos Lara

Title: President

SCHEDULE 1
TO
TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY

Trademark	Application Number (Country)	Registration Number (Country)	Registration Date (Country)
CAPEWELL		2,360,047 (USA)	6/20/00 (USA)
THIS CHECKED HEAD OUR TRADE MARK		1,616,397 (USA)	10/9/00 (Renewed) 10/6/00) (USA)
CAPEWELL		1,593,800	5/1/90 (Renewed) 9/8/00) (USA)
COOPER		1,450,333	8/4/87
DESIGN ONLY	Serial No. 76/633211 (application filed 3/11/05)		