

12-05-2005



ILY 11-29-05

Tab settings \* \* \* \*

103129620

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

1. Name of conveying Party(ies):  
Cashel, Inc.

Individual(s)                       Association  
 General partnership               Limited Partnership  
 Corporation-State DE  
 Other \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: October 31, 2005

2. Name and address of receiving Party(ies)

Name: MCG Capital Corporation

Internal Address: Suite 3000

Street Address: 1100 Wilson Boulevard

City: Arlington                      State: VA                      ZIP: 22209

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State DE  
 Other \_\_\_\_\_

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

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

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

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark Registration No's

2,413,498 (CASHEL)  
2,430,685 (TUSH CUSHION)  
2,496,352 (BREATHE EASY)  
2,772,633 (MANETAINER)

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
NOV 27 AM 9:12

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

Name: MCG Capital Corporation

Internal Address: Legal Affairs Division

Street Address:  
1100 Wilson Boulevard, Suite 3000

City: Arlington                      State: VA                      ZIP: 22209

6. Total Number of applications and registrations involved:..... 4

7. Total fee (37 CFR 3.41):.....\$ 115.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

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

*Kara Parmelee*                      November 15, 2005

Name of Person Signing                      Signature                      Date

Total number of pages including this cover sheet and any attachments: 12

SCHEDULE C

TRADEMARK COLLATERAL

**I. Registered Trademarks**

<u>Trademark Description</u>	<u>Country/Filing Office</u>	<u>Registration Number</u>
CASHEL	U.S.	2,413,498
TUSH CUSHION	U.S.	2,430,685
BREATHE EASY	U.S.	2,496,352
MANETAINER	U.S.	2,772,633

**II. Pending Trademark Applications**

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of October 31, 2005, by Cashel, Inc. (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

### RECITALS

**WHEREAS**, the Grantor, certain Affiliates of Grantor and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers"), Administrative Agent and Lenders are parties to that certain Credit Facility Agreement dated as of March 31, 2005 (as amended and modified prior to the date hereof, the "Original Credit Agreement"; as amended hereby and as may be further amended and modified hereafter, the "Credit Agreement"); and

**WHEREAS**, Borrowers desire and have applied to Administrative Agent and Lenders to amend and modify the Original Credit Agreement and the various Loan Documents in order to (a) consent to various activities, (b) increase the Term Loan A Facility by \$1,140,000, (c) increase the Term Loan B Facility by \$960,000, (d) add Cashel, Inc. ("Cashel") as a Borrower, and (e) restructure various aspects of the credit arrangement; and

**WHEREAS**, a condition precedent to the obligation of Administrative Agent or any Lender to amend and modify the Original Credit Agreement is that Cashel shall have executed and delivered, inter alia, that certain Supplement to Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of October 31, 2005 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in Grantor's intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Power of Attorney. Prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B,

and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof.

4. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon the termination of the Credit Agreement in accordance with Section 10.10 thereof. Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

5. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: Bill Bellville  
Name: Bill Bellville

CASHEL, INC.  
(as Grantor)

By: B. Kenneth Bray  
Name: B. Kenneth Bray  
Title: President

[SEAL]

Address: PO Box 2098  
Granbury, TX

Telephone: (817) 573-1884  
Facsimile: (817) 573-8467

WITNESS:

By: \_\_\_\_\_

MCG CAPITAL CORPORATION  
(as Administrative Agent)

By: \_\_\_\_\_  
Name: William Ford  
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000

Facsimile: (703) 247-7505

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

**CASHEL, INC.**  
**(as Grantor)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

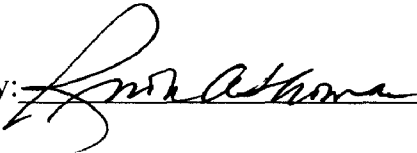
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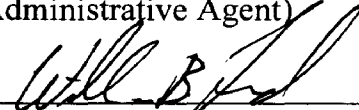
Address:

Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

**WITNESS:**

**MCG CAPITAL CORPORATION**  
**(as Administrative Agent)**

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
Name: William Eord  
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000

Facsimile: (703) 247-7505

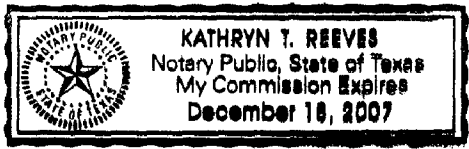
ACKNOWLEDGMENT

STATE OF TEXAS :  
 : SS  
COUNTY OF Hood :

Before me, the undersigned, a Notary Public, on this 31st day of October \_\_, 2005, personally appeared **B. Kenneth Bray** to me known personally, who, being by me duly sworn, did say that he is the President of **Cashel, Inc.**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **corporation** by authority of its member, and the said **B. Kenneth Bray** acknowledged said instrument to be his free act and deed.

Kathryn T. Reeves  
Notary Public

My Commission Expires: 12-18-07

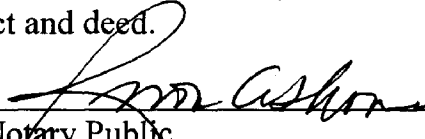




**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA :  
: SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 31<sup>st</sup> day of October  
\_\_\_\_, 2005, personally appeared William Ford to me known personally, who, being by me duly  
sworn, did say that he is a Managing Director of **MCG CAPITAL CORPORATION**, and that  
said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said  
**MCG Capital Corporation** by authority of its Board of Directors, and the said William Ford  
acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires January 31, 2008

My Commission Expires: \_\_\_\_\_

SCHEDULE A

**COPYRIGHT COLLATERAL**

**I. Registered Copyrights**

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

**II. Pending Copyright Applications**

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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**III. Unregistered Copyrights**

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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**IV. Copyright Licenses**

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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# SCHEDULE B

## PATENT COLLATERAL

### I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
6,128,891	U.S.		Protective Horse Mask
6,571,541B1	U.S.		Billet Strap With Stretch Feature
6,477,988	U.S.		Doggy Wrap
5,713,188	U.S.		Horse Helmet

### II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
Adjustable Protective Animal Garment		U.S.	60/632,902		
Protective Animal Garment		U.S.	60/632,933		
Spur		U.S.	29/221,790		

### III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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**SCHEDULE C**

**TRADEMARK COLLATERAL**

**I. Registered Trademarks**

<u>Trademark Description</u>	<u>Country/Filing Office</u>	<u>Registration Number</u>
CASHEL	U.S.	2,413,498
TUSH CUSHION	U.S.	2,430,685
BREATHE EASY	U.S.	2,496,352
MANETAINER	U.S.	2,772,633

**II. Pending Trademark Applications**

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of October 31, 2005, by Cashel, Inc. (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

**RECITALS**

**WHEREAS**, the Grantor, certain Affiliates of Grantor and each direct and indirect Subsidiary of Grantor (each, a "Borrower"; collectively, the "Borrowers"), Administrative Agent and Lenders are parties to that certain Credit Facility Agreement dated as of March 31, 2005 (as amended and modified prior to the date hereof, the "Original Credit Agreement"; as amended hereby and as may be further amended and modified hereafter, the "Credit Agreement"); and

**WHEREAS**, Borrowers desire and have applied to Administrative Agent and Lenders to amend and modify the Original Credit Agreement and the various Loan Documents in order to (a) consent to various activities, (b) increase the Term Loan A Facility by \$1,140,000, (c) increase the Term Loan B Facility by \$960,000, (d) add Cashel, Inc. ("Cashel") as a Borrower, and (e) restructure various aspects of the credit arrangement; and

**WHEREAS**, a condition precedent to the obligation of Administrative Agent or any Lender to amend and modify the Original Credit Agreement is that Cashel shall have executed and delivered, inter alia, that certain Supplement to Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of October 31, 2005 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in Grantor's intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Power of Attorney. Prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B,

and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof.

4. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon the termination of the Credit Agreement in accordance with Section 10.10 thereof. Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

5. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

By: Bill Bellville  
Name: Bill Bellville

CASHEL, INC.  
(as Grantor)

By: B. Kenneth Bray  
Name: B. Kenneth Bray  
Title: President

[SEAL]

Address: PO Box 2098  
Granbury, TX

Telephone: (817) 573-1884  
Facsimile: (817) 573-8467

WITNESS:

By: \_\_\_\_\_

MCG CAPITAL CORPORATION  
(as Administrative Agent)

By: \_\_\_\_\_  
Name: William Ford  
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000

Facsimile: (703) 247-7505



IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

WITNESS:

CASHEL, INC.  
(as Grantor)

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

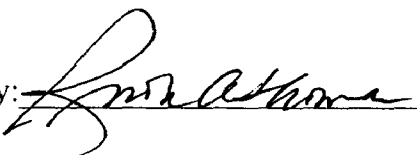
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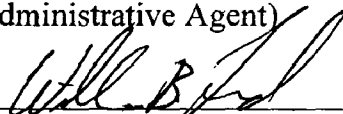
Address:

Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

WITNESS:

MCG CAPITAL CORPORATION  
(as Administrative Agent)

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
Name: William Eord  
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000

Facsimile: (703) 247-7505

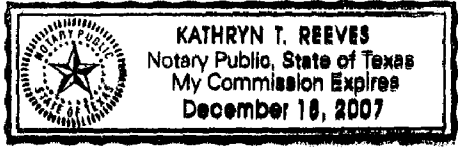
ACKNOWLEDGMENT

STATE OF Texas :  
 : SS  
COUNTY OF Hood :

Before me, the undersigned, a Notary Public, on this 31st day of  
October \_\_, 2005, personally appeared **B. Kenneth Bray** to me known personally, who, being  
by me duly sworn, did say that he is the President of **Cashel, Inc.**, and that said instrument (i.e.,  
the Intellectual Property Security Agreement) was signed on behalf of said **corporation** by  
authority of its member, and the said **B. Kenneth Bray** acknowledged said instrument to be his  
free act and deed.

Kathryn T. Reeves  
Notary Public

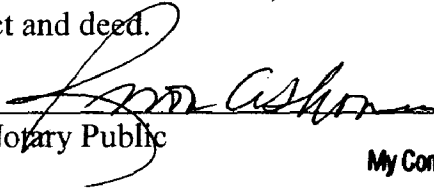
My Commission Expires: 12-18-07



**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA :  
: SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 31<sup>st</sup> day of October  
\_\_\_\_, 2005, personally appeared William Ford to me known personally, who, being by me duly  
sworn, did say that he is a Managing Director of **MCG CAPITAL CORPORATION**, and that  
said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said  
**MCG Capital Corporation** by authority of its Board of Directors, and the said William Ford  
acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires January 31, 2008

My Commission Expires: \_\_\_\_\_

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

**I. Registered Copyrights**

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

**II. Pending Copyright Applications**

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
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**III. Unregistered Copyrights**

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
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**IV. Copyright Licenses**

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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# SCHEDULE B

## PATENT COLLATERAL

### I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
6,128,891	U.S.		Protective Horse Mask
6,571,541B1	U.S.		Billet Strap With Stretch Feature
6,477,988	U.S.		Doggy Wrap
5,713,188	U.S.		Horse Helmet

### II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
Adjustable Protective Animal Garment		U.S.	60/632,902		
Protective Animal Garment		U.S.	60/632,933		
Spur		U.S.	29/221,790		

### III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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**SCHEDULE C**

**TRADEMARK COLLATERAL**

**I. Registered Trademarks**

<u>Trademark Description</u>	<u>Country/Filing Office</u>	<u>Registration Number</u>
CASHEL	U.S.	2,413,498
TUSH CUSHION	U.S.	2,430,685
BREATHE EASY	U.S.	2,496,352
MANETAINER	U.S.	2,772,633

**II. Pending Trademark Applications**

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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**III. Trademark Licenses**

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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