

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dover Saddlery, Inc.		12/11/2007	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	RBS Citizens, National Association
Street Address:	875 Elm Street
City:	Manchester
State/Country:	NEW HAMPSHIRE
Postal Code:	03101
Entity Type:	National Bank: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3008491	RIDING SPORT
Registration Number:	3169751	OPEN RANGE
Serial Number:	78785715	WYLDE
Serial Number:	77218698	RIDER'S INTERNATIONAL
Serial Number:	77279381	THE CIRCUIT
Serial Number:	77211849	RIDING SPORT

**CORRESPONDENCE DATA**

Fax Number: (603)627-8121  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 603-627-8271  
 Email: vapril@sheehan.com  
 Correspondent Name: Valerie A. April  
 Address Line 1: 1000 Elm Street  
 Address Line 2: Sheehan, Phinney, Bass + Green  
 Address Line 4: Manchester, NEW HAMPSHIRE 03101

OP \$165.00 3008491

ATTORNEY DOCKET NUMBER:	09522-13991
NAME OF SUBMITTER:	Kenneth A. Viscarello, Esq.
Signature:	/kav/
Date:	12/28/2007
Total Attachments: 3 source=Exec Grant of Sec Int Dover Saddlery MA Trade 121107#page1.tif source=Exec Grant of Sec Int Dover Saddlery MA Trade 121107#page2.tif source=Exec Grant of Sec Int Dover Saddlery MA Trade 121107#page3.tif	

[December, 11, 2007 - Loan and Security Agreement]

**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, Dover Saddlery, Inc., a Massachusetts corporation (the "**Grantor**"), is obligated to RBS Citizens, National Association, (the "**Secured Party**"), and has entered into a Loan and Security Agreement, dated as of December 11, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are or will be registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with all of the goodwill of the business connected with the use of, and symbolized by, associated therewith or related to the Trademarks and any applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

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

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

The Secured Party's address is: 525 Great Road, Littleton, MA 01460.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 11<sup>th</sup> day of December, 2007.

DOVER SADDLERY, INC.

By: 

Name:

Stephen L. Day

Title:

Its President Chairman

SCHEDULE 1

**Trademark Registrations**

Mark	Jurisdiction	Registration or Serial No.	Date of Registration	Status of Section 8/15 Filings	Current Renewal Date	Goods
The Source	United States	26619525	12/17/2002	Pending	12/17/2008	Retail store and mail order services
Professional Horseman's Supply	United States	28526694	6/15/2004	Not Due	6/15/2010	Retail store services, mail and Internet order services
Riding Sport	United States	3008491	10/25/2005	Not Due	10/25/2011	clothing
Open Range	United States	3,169,751	11/7/2006	Not due	11/7/2012	Equestrian Products

**Trademark Applications**

Mark	Jurisdiction	Registration or Serial No.	Date of Registration	Status of Section 8/15 Filings	Current Renewal Date	Goods
Wylde	United States	78/785,715	Pending	n/a	n/a	Equestrian Products
Rider's International	United States	77/218,698	Pending	n/a	n/a	Equestrian products, namely, saddles
The Circuit	United States	77/279,381	Pending	n/a	n/a	Leather goods and clothing
Riding Sport	United States	77/211,849	Pending	n/a	n/a	Equestrian goods, namely, breeches and clothing