

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dover Saddlery, Inc.		12/11/2007	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RBS Citizens, National Association		
<b>Street Address:</b>	875 Elm Street		
<b>City:</b>	Manchester		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03101		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2661925	THE SOURCE	
Registration Number:	2852694	PROFESSIONAL HORSEMAN'S SUPPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(603)627-8121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	603-627-8271		
<b>Email:</b>	vapril@sheehan.com		
<b>Correspondent Name:</b>	Valerie April, Paralegal		
<b>Address Line 1:</b>	1000 Elm Street		
<b>Address Line 2:</b>	Sheehan, Phinney, Bass + Green		
<b>Address Line 4:</b>	Manchester, NEW HAMPSHIRE 03101		
<b>ATTORNEY DOCKET NUMBER:</b>	09522-13991		
<b>NAME OF SUBMITTER:</b>	Kenneth A. Viscarello, Esq.		
<b>Signature:</b>	/kav/		

OP \$65.00 2661925

Date:

12/28/2007

**Total Attachments: 3**

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[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 1<sup>st</sup> day of December, 2007.

DOVER SADDLERY, INC.

By: 

Name:

Title:

Stephen L. Dey

~~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	2661925	12/17/2002	Pending	12/17/2008	Retail store and mail order services
Professional Horseman's Supply	United States	2852694	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