

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Weaver Leather, LLC		10/27/2008	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	KeyBank National Association, as Administrative Agent
<b>Street Address:</b>	127 Public Square
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3041580	OPT-E-HORSE
Registration Number:	3121970	RIDE THE BRAND
Registration Number:	3463001	BRAHMA WEBB
Registration Number:	3383838	SMART COLLECTION CINCH WEAVER LEATHER
Registration Number:	3267505	MIRACLE COLLAR
Registration Number:	3264138	MIRACLE COLLAR
Registration Number:	3305285	WEAVER LEATHER
Registration Number:	2739908	SHEPS
Registration Number:	2734260	MAST
Registration Number:	2626515	SMART CINCH
Registration Number:	2602412	SMART COLLECTION
Registration Number:	2822943	PROTACK
Registration Number:	2859674	PROTACK
Registration Number:	2723621	HERITAGE

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Registration Number:	2798550	LIL' DUDE
Registration Number:	2560298	ROLL SNUG
Registration Number:	2588873	RIDE ON
Registration Number:	2025596	OPT-E-HORSE
Registration Number:	1922016	WEAVER LEATHER
Registration Number:	1409437	PROTACK
Serial Number:	77414509	COUGAR
Serial Number:	77575591	SARAH WEAVER'S FINE GIFTS

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	776377
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	10/30/2008

Total Attachments: 4  
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**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, **WEAVER LEATHER, LLC**, a Delaware limited liability company (the "*Grantor*"), is obligated to **KEYBANK NATIONAL ASSOCIATION** (the "*Secured Party*") under the Credit Agreement, dated as of October 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Grantor, and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of October 21, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the affiliates of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the 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).

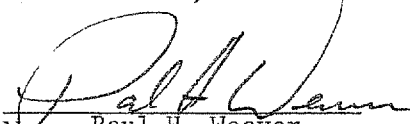
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance 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 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: 127 Public Square, Cleveland, Ohio 44114.

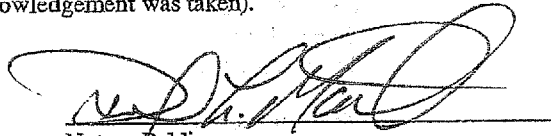
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 21<sup>st</sup> day of October 2008.

**WEAVER LEATHER, LLC**

By:   
Name: Paul H. Weaver  
Title: Chief Executive Officer

STATE OF OHIO )  
 ) ss.:  
COUNTY OF HOLMES )

On the 27<sup>th</sup> day of October in the year 2008 before me, the undersigned, personally appeared Paul H. Weaver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Village of Millersburg, Ohio (insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).

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

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



DANIEL L. MATHIE, ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 R.C.

Schedule 1  
to  
Grant of Security Interest (Trademarks)  
Dated as of October 27, 2008

Trademark	Reg. No. / Serial No.	Reg. Date / Filing Date
Opt-E-Horse	3,041,580	January 10, 2006
Ride the Brand	3,121,970	July 25, 2006
Brahma Webb	3,463,001	July 8, 2008
Smart Collection Cinch Weaver Leather	3,383,838	February 19, 2008
Miracle Collar	3,267,505	July 24, 2007
Miracle Collar	3,264,138	July 17, 2007
Weaver Leather	3,305,285	October 9, 2007
Sheps	2,739,908	July 22, 2003
Mast	2,734,260	July 8, 2003
Smart Cinch	2,626,515	September 24, 2002
Smart Collection	2,602,412	July 30, 2002
Protack	2,822,943	March 16, 2004
Protack	2,859,674	July 6, 2004
Heritage	2,723,621	June 10, 2003
Lil' Dude	2,798,550	December 23, 2003
Roll Snug	2,560,298	April 9, 2002
Ride On	2,588,873	July 2, 2003
Opt-E-Horse	2,025,596	December 24, 1996
Weaver Leather	1,922,016	September 26, 1995
Protack	1,409,437	September 16, 1986
Cougar	77/414,509	March 6, 2008
Sarah Weaver's Fine Gifts	77/575,591	September 22, 2008

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