

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEAVER LEATHER, LLC		08/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3624240	RIDERSRASP
Registration Number:	3922381	RIDERSRASP TRAIL
Registration Number:	3955308	HOOF ESSENTIALS

CORRESPONDENCE DATA	
Fax Number:	2122383100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2122383244
Email:	jtelesford@emmetmarvin.com
Correspondent Name:	Janelle Telesford, Paralegal
Address Line 1:	120 Broadway
Address Line 2:	Emmet, Marvin & Martin, LLP
Address Line 4:	New York, NEW YORK 10271

ATTORNEY DOCKET NUMBER:	F146012
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OP \$90.00 3624240

NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	08/19/2013
Total Attachments: 3 source=3398_001.tm#page2.tif source=3398_001.tm#page3.tif source=3398_001.tm#page4.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **WEAVER LEATHER, LLC**, a Delaware limited liability company (the "*Grantor*"), is obligated to **KEYBANK NATIONAL ASSOCIATION**, as Administrative Agent (in such capacity, the "*Secured Party*"), under the Credit Agreement, dated as of October 27, 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 27, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the affiliates of 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 I, 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.

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 16 day of August 2013.

WEAVER LEATHER, LLC

By: 
Name: Carlos Mullet
Title: Chief Financial Officer and
Treasurer

STATE OF Ohio)
) ss.:
COUNTY OF Holmes)

On the 16 day of August in the year 2013 before me, the undersigned, personally appeared Carlos Mullet, 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 Mt. Hope, Ohio
(insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).

Barbara A. Clark
Notary Public

BARBARA A. CLARK
Notary Public, State of Ohio
My Commission Expires Aug. 24th, 2014

My Commission Expires:

08-24-14

Schedule 1
to
Grant of Security Interest (Trademarks)
by Weaver Leather, LLC
Dated as of August 16, 2013

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
RIDERSRASP	3,624,240	May 19, 2009
RIDERSRASP TRAIL	3,922,381	February 22, 2011
HOOF ESSENTIALS	3,955,308	May 3, 2011