

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348893

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900330746
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dover Saddlery, Inc.		07/01/2015	CORPORATION: MASSACHUSETTS
Smith Brothers, Inc.		07/01/2015	CORPORATION: TEXAS
Horsepharm.com, LLC		07/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Business Capital, a Division of Citizens Asset Finance, Inc. (a Subsidiary of Citizens Bank, N.A.), as Administrative Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2661925	THE SOURCE
Registration Number:	2852694	PROFESSIONAL HORSEMAN'S SUPPLY
Registration Number:	3008491	RIDING SPORT
Registration Number:	3388431	RIDER'S INTERNATIONAL
Registration Number:	4554795	CIRCUIT
Registration Number:	3582163	RIDING SPORT
Registration Number:	3950625	DOVERX HORSEPHARM
Registration Number:	4117809	NORTH WIND
Registration Number:	4128132	HUNTFIELD'S
Registration Number:	4300686	DOVER SADDLERY
Registration Number:	4533984	HUNTFIELD'S
Registration Number:	4490671	SHOWMARK
Registration Number:	4664438	WARENDORF

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4470079	SUFFOLK
Registration Number:	4480473	CROWN
Registration Number:	4470420	MIDDLEBURG
Registration Number:	3169751	OPEN RANGE
Registration Number:	3869725	HORSEPHARM
Registration Number:	3312648	SMITH BROTHERS
Registration Number:	3246536	S B SMITH BROTHERS
Registration Number:	3246525	SMITH BROTHERS
Registration Number:	2392982	SB SMITH BROTHERS
Registration Number:	3597037	SERGEANT'S WESTERN WORLD
Registration Number:	1868292	SILVER MESA
Serial Number:	86261133	
Serial Number:	86217110	COOLBLAST
Serial Number:	86514409	SB SMITH BROTHERS WESTERN WORLD
Serial Number:	86552827	DRESSAGE EXTENSIONS

CORRESPONDENCE DATA

Fax Number: 6172484000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: tadmin@choate.com

Correspondent Name: Daniel L. Scales

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010204-0017
NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel l. scales/
DATE SIGNED:	07/22/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of July 1, 2015, by each of the entities listed on the signature pages hereof (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of CITIZENS BUSINESS CAPITAL, A DIVISION OF CITIZENS ASSET FINANCE, INC. (A SUBSIDIARY OF CITIZENS BANK, N.A.), as administrative agent and collateral agent (the “**Administrative Agent**”) for itself and the other lending institutions (collectively, the “**Lenders**”) which are or may become parties to the Credit Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the “**Credit Agreement**”), by and among the Lead Borrower, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Lenders party thereto from time to time and the Administrative Agent, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that each Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and all applications filed in connection therewith, including, but not limited to, those referred to on Schedule I attached hereto (each, a

“Trademark”);

(b) all reissues, extensions or renewals of the foregoing (excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under Applicable Law);

(c) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by Applicable Law;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Security Documents. Such other Security Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Security Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a

signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with, the law of the State of New York pursuant to New York General Obligations Law Section 5-1401.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTORS:

DOVER SADDLERY, INC.,
a Massachusetts corporation

By: 
Name: David Pearce
Title: Treasurer

SMITH BROTHERS, INC.,
a Texas corporation

By: 
Name: David Pearce
Title: Treasurer

HORSEPHARM.COM, LLC,
a Delaware limited liability company

By: _____
Name: Stephen Day
Title: Manager

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTORS:

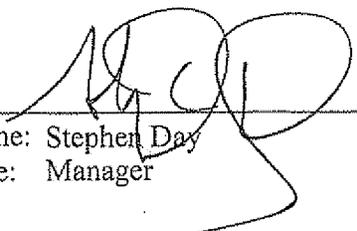
DOVER SADDLERY, INC.,
a Massachusetts corporation

By: _____
Name: David Pearce
Title: Treasurer

SMITH BROTHERS, INC.,
a Texas corporation

By: _____
Name: David Pearce
Title: Treasurer

HORSEPHARM.COM, LLC,
a Delaware limited liability company

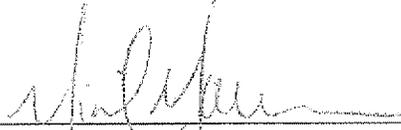
By:  _____
Name: Stephen Day
Title: Manager

[Signature Page to Trademark Security Agreement]

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

CITIZENS BUSINESS CAPITAL,
a Division of Citizens Asset Finance,
Inc. (a Subsidiary of Citizens Bank,
N.A.)

By: 
Name: Michael Garann
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005583 FRAME: 0508

SCHEDULE I – TRADEMARK SCHEDULE

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Owned/Licensed</u>
Dover Saddlery, Inc. (MA)	THE SOURCE	2,661,925	12/17/02	US	Active	Owned
Dover Saddlery, Inc. (MA)	PROFESSIONAL HORSEMAN'S SUPPLY & DESIGN	2,852,694	6/15/04	US	Active	Owned
Dover Saddlery, Inc. (MA)	RIDING SPORT	3,008,491	10/25/05	US	Active	Owned
Dover Saddlery, Inc. (MA)	RIDER'S INTERNATIONAL	3,388,431	2/26/08	US	Active	Owned
Dover Saddlery, Inc. (MA)	CIRCUIT	4,554,795	6/24/14	US	Active	Owned
Dover Saddlery, Inc. (MA)	RIDING SPORT	3,582,163	3/3/09	US	Active	Owned
Dover Saddlery, Inc. (MA)	DOVERX HORSEPHARM	3,950,625	4/26/11	US	Active	Owned
Dover Saddlery, Inc. (MA)	NORTH WIND	4,117,809	3/27/12	US	Active	Owned
Dover Saddlery, Inc. (MA)	HUNTFIELD'S	4,128,132	4/17/12	US	Active	Owned
Dover Saddlery, Inc. (MA)	DOVER SADDLERY & DESIGN	4,300,686	3/12/13	US	Active	Owned
Dover Saddlery, Inc. (MA)	HUNTFIELD'S	4,533,984	5/20/14	US	Active	Owned
Dover Saddlery, Inc. (MA)	SHOWMARK	4,490,671	3/4/14	US	Active	Owned
Dover Saddlery, Inc. (MA)	WARENDORF	4,664,438	12/30/14	US	Active	Owned
Dover Saddlery, Inc. (MA)	SUFFOLK	4,470,079	1/21/14	US	Active	Owned
Dover Saddlery, Inc. (MA)	CROWN	4,480,473	2/11/14	US	Active	Owned

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Owned/Licensed</u>
Dover Saddlery, Inc. (MA)	MIDDLEBURG	4,470,420	1/21/14	US	Active	Owned
Dover Saddlery, Inc. (MA)	MISCELLANEOUS DESIGN	Application No.: 86/261,133	4/24/14	US	Pending	Owned
Dover Saddlery, Inc. (MA)	COOLBLAST & DESIGN	Application No.: 86/217,110	3/11/14	US	Pending	Owned
Dover Saddlery, Inc. (MA)	SB SMITH BROTHERS WESTERN WORLD & DESIGN	Application No.: 86/514,409	1/26/15	US	Pending	Owned
Dover Saddlery, Inc. (MA)	DRESSAGE EXTENSIONS & DESIGN	Application No.: 86/552,827	3/4/15	US	Pending	Owned
Dover Saddlery, Inc. (MA)	OPEN RANGE	3,169,751	11/7/06	US	Active	Owned
Dover Saddlery, Inc. (MA)	PONY EXPRESS QUICK CLICK (and Design)	Application No.: 86/590554	4/8/15	US	Pending (ITU)	Owned
Dover Saddlery, Inc. (MA)	DOVER SADDLERY	Community Trademarks Registration No. 131946 91	1/13/15	CTM	Active	Owned
Dover Saddlery, Inc. (MA)	DOVER SADDLERY	Community Trademarks Registration No. 2873537	2/6/04	CTM	Active	Owned
Dover Saddlery, Inc. (MA)	SB SMITH BROTHERS WESTERN WORLD & DESIGN	Canada Application No. 1714041	2/5/15	Canada	Active	Owned
Dover Saddlery, Inc. (MA)	COOLBLAST & DESIGN	Canada Application No. 1671851	4/8/14	Canada	Active	Owned

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Owned/Licensed</u>
Dover Saddlery, Inc. (MA)	SB SMITH BROTHERS WESTERN WORLD	Mexico Application No. 1590327	3/19/15	Mexico	Active	Owned
Dover Saddlery, Inc. (MA)	SB SMITH BROTHERS WESTERN WORLD	Community Trademarks Application No. 13792932	3/14/15	CTM	Active	Owned
Horsepharm.com, LLC	HORSEPHARM	3,869,725	11/2/10	US	Active	Owned
Horsepharm.com, LLC	HORSEPHARM	North Dakota State Reg. No. 28078600	11/22/10	North Dakota	Active	Owned
Smith Brothers, Inc.	SMITH BROTHERS	3,312,648	10/16/07	US	Active	Owned
Smith Brothers, Inc.	SB SMITH BROTHERS & DESIGN	3,246,536	5/29/07	US	Active	Owned
Smith Brothers, Inc.	SMITH BROTHERS	3,246,525	5/29/07	US	Active	Owned
Smith Brothers, Inc.	SB SMITH BROTHERS & DESIGN	2,392,982	5/29/07	US	Active	Owned
Smith Brothers, Inc.	SERGEANT'S WESTERN WORLD	3,597,037	3/31/09	US	Active	Owned
Smith Brothers, Inc.	SILVER MESA	1,868,292	12/20/94	US	Active	Owned
Weatherbeeta PTY LTD	Miller's	1,608,811	1/30/89	US	Active	Licensed
Weatherbeeta PTY LTD	Miller's	0885,095	1/13/69	US	Active	Licensed
EdiZONE, LLC	INTELLIO-GEL	2363628	3/6/98	US	Active	Licensed