

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weaver Leather, LLC		02/25/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Dr., Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	4812594		
Registration Number:	4812588	TURQUOISE CROSS	
Registration Number:	4695681	SILVERTIP	
Registration Number:	4568414	WEAVER PET	
Registration Number:	4577629	PRODIGY	
Registration Number:	4121438	EZALL	
Registration Number:	4134579	THE WINNER'S BRAND	
Registration Number:	4049300	KIRK STIERWALT	
Registration Number:	4095683	KIRK STIERWALT	
Registration Number:	4059398	WINNER'S BRAND WEAVER LEATHER LIVESTOCK	
Registration Number:	4076424	WINNER'S BRAND WEAVER LEATHER LIVESTOCK	
Registration Number:	3949337	LITTLE WONDER	
Registration Number:	3922381	RIDERSRASP TRAIL	
Registration Number:	3229679	IT'S GONE	
Registration Number:	3121970	RIDE THE BRAND	
Registration Number:	3009562	EZALL	
Registration Number:	3844663	THE WINNER'S BRAND	
Registration Number:	3666403	AIRFLEX	
Registration Number:	3749476	W	
TRADEMARK			

OP \$1090.00 4812594

Property Type	Number	Word Mark
Registration Number:	3955308	HOOF ESSENTIALS
Registration Number:	3832590	
Registration Number:	3796620	SARAH WEAVER'S FINE GIFTS
Registration Number:	3624240	RIDERSRASP
Registration Number:	3463001	BRAHMA WEBB
Registration Number:	3267505	MIRACLE COLLAR
Registration Number:	3383838	SMART COLLECTION CINCH WEAVER LEATHER
Registration Number:	3264138	MIRACLE COLLAR
Registration Number:	3305285	WEAVER LEATHER
Registration Number:	2602412	SMART COLLECTION
Registration Number:	2822943	PROTACK
Registration Number:	2739908	SHEPS
Registration Number:	2723621	HERITAGE
Registration Number:	2798550	LIL' DUDE
Registration Number:	2626515	SMART CINCH
Registration Number:	2560298	ROLL SNUG
Registration Number:	2200761	KNOT ELIMINATOR
Registration Number:	1922016	WEAVER LEATHER
Registration Number:	1409437	PROTACK
Serial Number:	86346052	SILVERTIP HALTERS BY WEAVER HAND-TIED WI
Serial Number:	86832262	WEAVER LEATHER
Serial Number:	86402264	WEAVER LEATHER LIVESTOCK
Serial Number:	86683649	WEAVER LEATHER SUPPLY
Serial Number:	86770594	WEAVER LEATHER

CORRESPONDENCE DATA

Fax Number: 3128637867

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.

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.347

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 02/25/2016

Total Attachments: 6

source=Weaver - EXECUTED - Trademark Security Agreement#page1.tif

source=Weaver - EXECUTED - Trademark Security Agreement#page2.tif

source=Weaver - EXECUTED - Trademark Security Agreement#page3.tif

source=Weaver - EXECUTED - Trademark Security Agreement#page4.tif

source=Weaver - EXECUTED - Trademark Security Agreement#page5.tif

source=Weaver - EXECUTED - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2016, by WEAVER LEATHER, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral");

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.


3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEAVER LEATHER, LLC

By: 
Name: G.H. Patten Pettway, Jr.
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEAVER LEATHER, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: K Wieland
Name: Kathryn A. Wieland
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
SILVERTIP HALTERS BY WEAVER HAND-TIED WITH PRIDE MADE IN USA	86346052	Pending – Application filed 7/23/14	N/A	N/A
WEAVER LEATHER	86832262	Pending – Application filed 11/25/15	N/A	N/A
WEAVER LEATHER LIVESTOCK	86402264	Pending – Application filed 9/22/14	N/A	N/A
WEAVER LEATHER SUPPLY	86683649	Pending – Application filed 7/6/15	N/A	N/A
WEAVER LEATHER	86770594	Pending – Application filed 9/28/15	N/A	N/A
[DESIGN ONLY]	86534538	Registered	4812594	9/15/15
TURQUOISE CROSS	86534478	Registered	4812588	9/15/15
SILVERTIP	86345842	Registered	4695681	3/3/15
WEAVER PET	86154989	Registered	4568414	7/15/14
PRODIGY	86090805	Registered	4577629	7/29/14
EZALL	85395177	Registered	4121438	4/3/12
THE WINNER'S BRAND	85391878	Registered	4134579	5/1/12
KIRK STIERWALT	85294980	Registered	4049300	11/1/11
KIRK STIERWALT	85294958	Registered	4095683	2/7/12
WINNER'S BRAND WEAVER LEATHER LIVESTOCK	85280045	Registered	4059398	11/22/11
WINNER'S BRAND WEAVER LEATHER LIVESTOCK	85280014	Registered	4076424	12/27/11
LITTLE WONDER	85072664	Registered	3949337	4/19/11
RIDERSRASP TRAIL	85014170	Registered	3922381	2/22/11
IT'S GONE	78906963	Registered	3229679	4/17/07
RIDE THE BRAND	78535238	Registered	3121970	7/25/06
EZALL	78369649	Registered	3009562	10/25/05
THE WINNER'S BRAND	77925652	Registered	3844663	9/7/10
AIRFLEX	77658309	Registered	3666403	8/11/09
W	77777201	Registered	3749476	2/16/10
HOOF ESSENTIALS	77685701	Registered	3955308	5/3/11
[DESIGN ONLY]	77615584	Registered	3832590	8/10/10
SARAH WEAVER'S FINE GIFTS	77575591	Registered	3796620	6/1/10
RIDERSRASP	77415557	Registered	3624240	5/19/09
BRAHMA WEBB	77039641	Registered	3463001	7/8/08
MIRACLE COLLAR	77009405	Registered	3267505	7/24/07
SMART COLLECTION CINCH WEAVER LEATHER	77009243	Registered	3383838	2/19/08

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
MIRACLE COLLAR	77006757	Registered	3264138	7/17/07
WEAVER LEATHER	77000147	Registered	3305285	10/9/07
SMART COLLECTION	76144954	Registered	2602412	7/30/02
PROTACK	76518882	Registered	2822943	3/16/04
SHEPS	76406570	Registered	2739908	7/22/03
HERITAGE	76382250	Registered	2723621	6/10/03
LIL' DUDE	76318723	Registered	2798550	12/23/03
SMART CINCH	76277472	Registered	2626515	9/24/02
ROLL SNUG	76124373	Registered	2560298	4/9/02
KNOT ELIMINATOR	75317340	Registered	2200761	10/27/98
WEAVER LEATHER	74552295	Registered	1922016	9/26/95
PROTACK	73582882	Registered	1409437	9/16/86