

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weaver Leather, LLC		03/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	227 West Monroe St., Ste 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	2560298	ROLL SNUG	
Registration Number:	2602412	SMART COLLECTION	
Registration Number:	2626515	SMART CINCH	
Registration Number:	2723621	HERITAGE	
Registration Number:	2739908	SHEPS	
Registration Number:	2798550	LIL' DUDE	
Registration Number:	2822943	PROTACK	
Registration Number:	3009562	EZALL	
Registration Number:	3121970	RIDE THE BRAND	
Registration Number:	3264138	MIRACLE COLLAR	
Registration Number:	3463001	BRAHMA WEBB	
Registration Number:	3624240	RIDERSRASP	
Registration Number:	3666403	AIRFLEX	
Serial Number:	77925652	THE WINNER'S BRAND	
Registration Number:	3949337	LITTLE WONDER	
Registration Number:	4095683	KIRK STIERWALT	
Registration Number:	4121438	EZALL	
Registration Number:	4134579	THE WINNER'S BRAND	
Registration Number:	4568414	WEAVER PET	
TRADEMARK			

OP \$1240.00 2560298

Property Type	Number	Word Mark
Registration Number:	4577629	PRODIGY
Registration Number:	4680731	THE HAAS TREE GEAR
Registration Number:	6099732	HAAS
Registration Number:	4695681	SILVERTIP
Registration Number:	4812588	TURQUOISE CROSS
Registration Number:	4812594	
Registration Number:	4894202	WEAVER LEATHER LIVESTOCK
Registration Number:	4914256	WEAVER ARBORIST
Registration Number:	4914254	THE ULTIMATE CLIMBING EXPERIENCE
Registration Number:	4916584	SILVERTIP HALTERS BY WEAVER HAND-TIED WI
Registration Number:	4919443	TERRAIN D.O.G.
Registration Number:	5015894	WEAVER LEATHER SUPPLY
Registration Number:	5016239	WEAVER LEATHER
Registration Number:	5048290	WEAVER LEATHER
Registration Number:	5238266	LET THE ADVENTURE BEGIN
Registration Number:	5608313	SYNERGY
Registration Number:	5972061	WEAVER TOOL GEAR
Registration Number:	5972062	WTG WEAVER TOOL GEAR
Registration Number:	5079024	COOLAID
Registration Number:	5339778	
Registration Number:	5769662	45 DEGREE
Registration Number:	6082084	SYNERGY
Registration Number:	5067578	HELMET TOUGH
Registration Number:	6140831	WEAVER LIVESTOCK
Registration Number:	6140834	WEAVER LIVESTOCK
Registration Number:	6167729	WEAVER LIVESTOCK
Registration Number:	6167730	WEAVER LIVESTOCK
Registration Number:	6140861	WEAVER LIVESTOCK
Registration Number:	4622735	HAAS
Registration Number:	2200761	KNOT ELIMINATOR

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.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

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

TRADEMARK

REEL: 007233 FRAME: 0972

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	4975.416
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	03/16/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2021, 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 WLHC, INC., a Delaware corporation ("Borrower"), 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 Borrower;

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 their 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 their 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

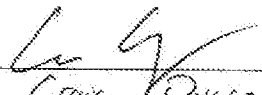
By: 

Name: Jason Weaver

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Craig Dugan
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Trademarks				
#	Trademark Title	Serial Number / Registration Number	Jurisdiction	Grantor
1.	ROLL SNUG	76124373 / 2560298	REGISTERED in U.S.: 04/09/2002	Weaver Leather, LLC
2.	SMART COLLECTION	76144954 / 2602412	REGISTERED in U.S.: 07/30/2002	Weaver Leather, LLC
3.	SMART CINCH	76277472 / 2626515	REGISTERED in U.S.: 09/24/2002	Weaver Leather, LLC
4.	HERITAGE	76382250 / 2723621	REGISTERED in U.S.: 06/10/2003	Weaver Leather, LLC
5.	SHEPS	76406570 / 2739908	REGISTERED in U.S.: 07/22/2003	Weaver Leather, LLC
6.		76318723 / 2798550	REGISTERED in U.S.: 12/23/2003	Weaver Leather, LLC
7.	PROTACK	76518882 / 2822943	REGISTERED in U.S.: 03/16/2004	Weaver Leather, LLC
8.	EZALL	78369649 / 3009562	REGISTERED in U.S.: 10/25/2005	Weaver Leather, LLC
9.	RIDE THE BRAND	78535238 / 3121970	REGISTERED in U.S.: 07/25/2006	Weaver Leather, LLC

10.	MIRACLE COLLAR	77006757 / 3264138	REGISTERED in U.S.: 07/17/2007	Weaver Leather, LLC
11.	BRAHMA WEBB	77039641 / 3463001	REGISTERED in U.S.: 07/08/2008	Weaver Leather, LLC
12.	RidersRasp	77415557 / 3624240	REGISTERED in U.S.: 05/19/2009	Weaver Leather, LLC
13.	AIRFLEX	77658309 / 3666403	REGISTERED in U.S.: 08/11/2009	Weaver Leather, LLC
14.	The Winner's Brand	77925652 / 3844663	REGISTERED in U.S.: 09/07/2010	Weaver Leather, LLC
15.	LITTLE WONDER	85072664 / 3949337	REGISTERED in U.S.: 04/19/2011	Weaver Leather, LLC
16.		85294958 / 4095683	REGISTERED in U.S.: 02/07/2012	Weaver Leather, LLC
17.	EZALL	85395177 / 4121438	REGISTERED in U.S.: 04/03/2012	Weaver Leather, LLC
18.	The Winner's Brand	85391878 / 4134579	REGISTERED in U.S.: 05/01/2012	Weaver Leather, LLC
19.		86154989 / 4568414	REGISTERED in U.S.: 07/15/2014	Weaver Leather, LLC
20.	PRODIGY	86090805 / 4577629	REGISTERED in U.S.: 07/29/2014	Weaver Leather, LLC
21.		86149312 / 4680731	REGISTERED in U.S.: 02/03/2015	Weaver Leather, LLC

22.	HAAS	88666752 / 6099732	REGISTERED in U.S.: 07/14/2020	Weaver Leather, LLC
23.	SILVERTIP	86345842 / 4695681	REGISTERED in U.S.: 03/03/2015	Weaver Leather, LLC
24.	TURQUOISE CROSS	86534478 / 4812588	REGISTERED in U.S.: 09/15/2015 TEAS Sec. 8 & 15 Received 09/30/2020	Weaver Leather, LLC
25.		86534538 / 4812594	REGISTERED in U.S.: 09/15/2015	Weaver Leather, LLC
26.		86402264 / 4894202	REGISTERED in U.S.: 02/02/2016	Weaver Leather, LLC
27.		86145929 / 4914256	REGISTERED in U.S.: 03/08/2016	Weaver Leather, LLC
28.	THE ULTIMATE CLIMBING EXPERIENCE	86144705 / 4914254	REGISTERED in U.S.: 03/08/2016	Weaver Leather, LLC
29.		86346052 / 4916584	REGISTERED in U.S.: 03/15/2016	Weaver Leather, LLC
30.	TERRAIN D.O.G.	86553268 / 4919443	REGISTERED in U.S.: 03/15/2016	Weaver Leather, LLC
31.		86683649 / 5015894	REGISTERED in U.S.: 08/09/2016	Weaver Leather, LLC

32.		86770594 / 5016239	REGISTERED in U.S.: 08/09/2016	Weaver Leather, LLC
33.	WEAVER LEATHER	86832262 / 5048290	REGISTERED in U.S.: 09/27/2016	Weaver Leather, LLC
34.	LET THE ADVENTURE BEGIN	87140485 / 5238266	REGISTERED in U.S.: 07/04/2017	Weaver Leather, LLC
35.	SYNERGY	87626793 / 5608313	REGISTERED in U.S.: 11/13/2018	Weaver Leather, LLC
36.	Weaver Tool Gear	88503311 / 5972061	REGISTERED in U.S.: 01/28/2020	Weaver Leather, LLC
37.		88503336 / 5972062	REGISTERED in U.S.: 01/28/2020	Weaver Leather, LLC
38.	COOLAID	86682970 / 5079024	REGISTERED in U.S.: 11/08/2016	Weaver Leather, LLC
39.		87426471 / 5339778	REGISTERED in U.S.: 11/21/2017	Weaver Leather, LLC
40.	WEAVER LEATHER & DESIGN	Europe Reg. No. 002141059	REGISTERED in Europe: 08/14/2002	Weaver Leather, LLC
41.	WEAVER & DESIGN	China Reg. No. 3862513	REGISTERED in China: 01/14/2007	Weaver Leather, LLC
42.	RIDE THE BRAND	Canada Reg. No. TMA926640 Serial No. 1654785	REGISTERED in Canada: 01/21/2016	Weaver Leather, LLC
43.		Canada Reg. No. TMA932141	REGISTERED in Canada: 03/18/2016	Weaver Leather, LLC

		Serial No. 1656840		
44.	WEAVER LEATHER	Canada Reg. No. TMA932115 Serial No. 1656839	REGISTERED in Canada: 03/18/2016	Weaver Leather, LLC
45.	45 DEGREE	88179354 / 5769662	REGISTERED in U.S.: 06/04/2019	Weaver Leather, LLC
46.	Synergy	88977561 / 6082084	REGISTERED in U.S.: 06/16/2020	Weaver Leather, LLC
47.	HELMET TOUGH	86931905 / 5067578	REGISTERED in U.S.: 10/25/2016	Weaver Leather, LLC
48.	Weaver Livestock	88790772 / 6140831	REGISTERED in U.S.: 09/01/2020	Weaver Leather, LLC
49.	Weaver Livestock	88790825 / 6140834	REGISTERED in U.S.: 09/01/2020	Weaver Leather, LLC
50.	Weaver Livestock	88791096 / 6167729	REGISTERED in U.S.: 10/06/2020	Weaver Leather, LLC
51.	Weaver Livestock	88791158 / 6167730	REGISTERED in U.S.: 10/06/2020	Weaver Leather, LLC
52.	Weaver Livestock	88791208 / 6140861	REGISTERED in U.S.: 09/01/2020	Weaver Leather, LLC
53.	HAAS ¹	4622735/ 86149283	Registered in US: 10/14/14	Weaver Leather, LLC

¹ Weaver Leather, LLC intends to abandon this application. Registration was originally only on the supplemental register.

54.	KNOT ELIMINATOR ²	75317340 /2200761	Registered in US: 10/27/98	Weaver Leather, LLC
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² Registration is on the supplemental register. Renewal was due on April 29, 2019 and no maintenance filing has been made. Will be cancelled by the USPTO in due course.