

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM674326

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pro Equine Group, Inc.		08/31/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4502690	AXIOM EQUINE SPORT BOOT	
<b>Registration Number:</b>	3892121	BONES	
<b>Registration Number:</b>	3939005	C4	
<b>Registration Number:</b>	4280540	CACTUS CHAMPION	
<b>Registration Number:</b>	2259342	CACTUS ROPES	
<b>Registration Number:</b>	3998912	CACTUS ROPES	
<b>Registration Number:</b>	3020144	CACTUS SADDLERY	
<b>Registration Number:</b>	3898707	CACTUS SADDLERY	
<b>Serial Number:</b>	86715099	DYNAMIC EDGE	
<b>Registration Number:</b>	3630205	FAST BACK	
<b>Registration Number:</b>	3892116	FAST BACK	
<b>Registration Number:</b>	2479032	HEEL-O-MATIC	
<b>Serial Number:</b>	86768346	I AM CACTUS	
<b>Registration Number:</b>	4181756	PRO EQUINE	
<b>Registration Number:</b>	3356998	SUPERGOAT	
<b>Registration Number:</b>	3929975	WEAPON	
<b>Registration Number:</b>	3929974	XPLOSION	
<b>CORRESPONDENCE DATA</b>			

OP \$440.00 4502690

**Fax Number:** 3122241043

***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:** 3122811101

**Email:** dwarren@hmblaw.com

**Correspondent Name:** Dylan M Warren

**Address Line 1:** 500 West Madison St

**Address Line 2:** Suite 3700

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Dylan Warren
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<b>SIGNATURE:</b>	/s/ Dylan Warren
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<b>DATE SIGNED:</b>	09/14/2021
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**Total Attachments: 6**

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**GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**  
**OF PRO EQUINE GROUP, INC.**

WHEREAS, PRO EQUINE GROUP, INC., a Delaware corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, BMO Harris Bank N.A. (“**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, Grantor is willing to grant to Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the General Security Agreement, dated as of August 31, 2021, among Grantor, LeWa, LLC, an Illinois limited liability company, RHE Hatco, Inc., a Delaware corporation, and Grantee (as amended from time to time, the “**Security Agreement**”), Grantor hereby grants to Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This Grant of Security Interests in Trademarks and Patents is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interests in Trademarks and Patents has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interests in Trademarks and Patents are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interests in Trademarks and Patents as of the date of the Security Agreement.

**GRANTOR:**

**PRO EQUINE GROUP, INC.**, a Delaware corporation

By:   
Anthony D. Faoro  
Authorized Representative

**GRANTEE:**

**BMO HARRIS BANK N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interests in Trademarks and Patents as of the date of the Security Agreement.

**GRANTOR:**

**PRO EQUINE GROUP, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Anthony D. Faoro  
Authorized Representative

**GRANTEE:**

**BMO HARRIS BANK N.A.**

By: \_\_\_\_\_  
Name: Robert Stehr  
Title: AVP Commercial Banking

**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration # /Application #</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>
USA	AXIOM EQUINE SPORT BOOT	4,502,690	3/25/2014	Pro Equine Group, Inc.
USA	Bones	3,892,121	12/21/2010	Pro Equine Group, Inc.
Canada	Bones	TMA782,305	11/12/2010	Pro Equine Group, Inc.
USA	C4	3,939,005	3/29/2011	Pro Equine Group, Inc.
USA	Cactus Champion	4,280,540	1/22/2013	Pro Equine Group, Inc.
Arizona	Cactus Gear	4,317,957	4/9/2013	Pro Equine Group, Inc.
USA	Cactus Ropes	2,259,342	7/6/1999	Pro Equine Group, Inc.
Australia	Cactus Ropes & Design	1331091	6/28/2010	Pro Equine Group, Inc.
Brazil	Cactus Ropes & Design	902118242	12/4/2012	Pro Equine Group, Inc.
Canada	Cactus Ropes & Design	TMA782,301	11/12/2010	Pro Equine Group, Inc.
USA	Cactus Ropes (Stylized & Design)	3,998,912	7/19/2011	Pro Equine Group, Inc.
USA	Cactus Saddlery	3,020,144	11/29/2005	Pro Equine Group, Inc.
USA	Cactus Saddlery	3,898,707	1/4/2011	Pro Equine Group, Inc.
USA	Dynamic Edge	86/715,099	8/5/2015	Pro Equine Group, Inc.
Brazil	Fast Back	900560525	9/18/2012	Pro Equine Group, Inc.
Brazil	Fast Back	900560541	12/15/2009	Pro Equine Group, Inc.
Canada	Fast Back	782827	11/19/2010	Pro Equine Group, Inc.
Mexico	Fast Back	1150233	11/26/2009	Pro Equine Group, Inc.
Paraguay	Fast Back	375465/2013	2/12/2013	Pro Equine Group, Inc.
USA	Fast Back	3,630,205	6/2/2009	Pro Equine Group, Inc.
Brazil	FAST BACK & Design	831265574	12/30/2014	Pro Equine Group, Inc.
Brazil	FAST BACK & Design	831265485	12/30/2015	Pro Equine Group, Inc.
Paraguay	FAST BACK & Design	398030	6/12/2014	Pro Equine Group, Inc.
USA	FAST BACK & Design	3,892,116	12/21/2010	Pro Equine Group, Inc.
Canada	HEEL-O-MATIC	782829	11/19/2010	Pro Equine Group, Inc.
Mexico	HEEL-O-MATIC	1157840	11/23/2009	Pro Equine Group, Inc.
USA	HEEL-O-MATIC	2,479,032	8/21/2001	Pro Equine Group, Inc.
Canada	HEEL-O-MATIC & Design	782833	11/19/2010	Pro Equine Group, Inc.
Mexico	HEEL-O-MATIC & Design	1160567	11/23/2009	Pro Equine Group, Inc.
USA	I AM CACTUS	86/768,346	9/25/2015	Pro Equine Group, Inc.
USA	PRO EQUINE	4,181,756	7/31/2012	Pro Equine Group, Inc.
USA	SUPERGOAT	3,356,998	12/18/2007	Pro Equine Group, Inc.
USA	WEAPON	3,929,975	3/8/2011	Pro Equine Group, Inc.
USA	XPLOSION	3,929,974	3/8/2011	Pro Equine Group, Inc.

**Schedule B – Patents**

<b>Country</b>	<b>Patent Title</b>	<b>Patent #/ (Application #)</b>	<b>Issue Date/ (File Date)</b>	<b>Owner</b>
USA	EQUINE SUPPORT BOOT WITH V-SHAPED SLING STRAP	15/225,295	8/1/2016	Pro Equine Group, Inc.
USA	LARIAT WITH LOW-FRICTION HONDA ARM SOCKS	10/310,325	12/5/2002	Pro Equine Group, Inc.
USA	ROPING DUMMY/HOP MECHANISM	15/927,576	8/31/2018	Pro Equine Group, Inc.
USA	ROPING DUMMY WITH WASHOUT SIMULATION AND NECK PIVOT ACTION	14/815,521 (published)	7/31/2015	Pro Equine Group, Inc.
WIPO	ROPING DUMMY WITH WASHOUT SIMULATION AND NECK PIVOT ACTION	PCT/US15/43464 (published)	8/3/2015	Pro Equine Group, Inc.

5894455/2/18903.008

**RECORDED: 09/14/2021**

**TRADEMARK  
REEL: 007420 FRAME: 0967**