

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
English Riding Supply, LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	First Commonwealth Bank		
Street Address:	501 Grant Street		
Internal Address:	Suite 250		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3044195	AVALON	
Registration Number:	4424295	CAMELOT	
Registration Number:	4615183	TURN-TWO	
Registration Number:	4656005	ERS	
Serial Number:	86268894	MUDSTER	
Serial Number:	86822574	ZOCKS	
Registration Number:	5144368	MUDSTERS	
Registration Number:	6098539	OVATION	
Registration Number:	5678706	CENTAUR	
Registration Number:	5708147	EQUISTAR	
Registration Number:	5666737	GOT FLIES?	
Registration Number:	5679402	FLY WRAPS	
Registration Number:	5712805	ROMFH	
Serial Number:	88288691	ZOCKS	
Registration Number:	6161221	OVATION	
Registration Number:	6011066	SOCKS THAT ROCK	
Registration Number:	6061690	OV	
Registration Number:	5993982	OV	

OP \$465.00 3044195

CORRESPONDENCE DATA**Fax Number:** 4123942555*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:** 412-394-7767**Email:** traip@clarkhill.com**Correspondent Name:** Paul D. Bangor, Jr., Esquire**Address Line 1:** 301 Grant Street, 14th Floor**Address Line 2:** One Oxford Centre**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	85377.435316
NAME OF SUBMITTER:	Paul D. Bangor, Jr.
SIGNATURE:	/Paul D. Bangor, Jr./
DATE SIGNED:	03/08/2022

Total Attachments: 4

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NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

December 31, 2021

WHEREAS, each of the entities listed on the signature page hereto (each a "Grantor" and collectively, the "Grantors"), as applicable, has adopted, used and are using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the other Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Banks (as defined therein) party thereto and First Commonwealth Bank, as administrative agent for the Banks (in such capacity, the "Agent"), the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent (for itself and for the benefit of the Banks); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent (for itself and for the benefit of the Banks), a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm their grant to the Agent (for itself and for the benefit of the Banks) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure the payment and performance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for itself and for the benefit of the Banks) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is 501 Grant Street, Suite 250, Pittsburgh, Pennsylvania 15219.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Notice of Security Interest on the date set forth above as a document under seal.

GRANTOR:

WITNESS:

English Riding Supply, LLC

By: English Riding Supply Holdings, LLC,
its sole manager

Liba M. Nixon
Name: Liba M. Nixon
Title: Practice Assistant
(Include title only if an officer of entity signing to the right)

By: Grant M. Korn (SEAL)
Name: Grant Kornman
Title: Manager

SCHEDULE A
TRADEMARKS

Registered Trademarks

MARK	Filing Date (FD) Reg. Date. (RD)	Reg. Number (RN) Serial No. (SN)	Current Owner ¹
AVALON®	1/24/2005 (FD) 1/17/2006 (RD)	3044195 (RN)	English Riding Supply, LLC
CAMELOT®	10/25/2012 (FD) 10/29/2013 (RD)	4424295 (RN)	English Riding Supply, LLC
TURN-TWO®	11/18/2013 (FD) 9/30/2014 (RD)	4615183 (RN)	English Riding Supply, LLC
ERS®	5/01/2014 (FD) 12/16/2014 (RD)	4656005 (RN)	English Riding Supply, LLC
MUDSTER™	5/01/2014 (FD)	86268894 (SN)	English Riding Supply, LLC
ZOCKS™	11/17/2015 (FD)	86822574 (SN)	English Riding Supply, LLC
MUDSTERS®	11/17/2015 (FD) 2/21/2017 (RD)	5144368 (RN)	English Riding Supply, LLC
OVATION®	4/03/2018 (FD) 7/14/2020 (RD)	6098539 (RN)	English Riding Supply, LLC
CENTAUR®	6/06/2018 (FD) 2/19/2019 (RD)	5678706 (RN)	English Riding Supply, LLC

¹ Note: Ownership transferred to English Riding Supply, LLC by virtue of the Acquisition and delivery of an Intellectual Property Assignment Agreement (the "IP Assignment") in connection therewith. The IP Assignment will be filed with the U.S. Patent and Trademark Office after closing

EQUISTAR®	6/06/2018 [FD] 3/26/2019 (RD)	5708147 (RN)	English Riding Supply, LLC
GOT FLIES?®	6/21/2018 (FD) 1/29/2019 (RD)	5666737 (RN)	English Riding Supply, LLC and Beverly J. Gun-Munro
FLY WRAPS®	6/21/2018 (FD) 2/19/2019 (RD)	5679402 (RN)	English Riding Supply, LLC and Beverly J. Gun-Munro
ROMFH®	6/21/2018 [FD] 4/02/2019 (RD)	5712805 (RN)	English Riding Supply, LLC and Laura F. Romfh
ZOCKS™	2/04/2019 (FD)	88288691 (SN)	English Riding Supply, LLC
OVATION®	2/04/2019 (FD) 9/29/2020 (RD)	6161221 (RN)	English Riding Supply, LLC
SOCKS THAT ROCK ®	2/04/2019 (FD) 3/17/2020 (RD)	6011066 (RN)	English Riding Supply, LLC
OV®	2/04/2019 (FD) 5/26/2020 (RD)	6061690 (RN)	English Riding Supply, LLC
OV®(HORSE HEAD)	2/05/2019 (FD) 2/25/2020 (RD)	5993982 (RN)	English Riding Supply, LLC

Unregistered Trademarks

None.