

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM813887

<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>
Dover Saddlery, Inc.		04/22/2022	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC, as Administrative Agent		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4964710	DOVER SADDLERY	
<b>Registration Number:</b>	4970235	PONY EXPRESS QUICK CLICK	
<b>Registration Number:</b>	4817988	DRESSAGE EXTENSIONS	
<b>Registration Number:</b>	4958109	COOLBLAST	
<b>Registration Number:</b>	4470420	MIDDLEBURG	
<b>Registration Number:</b>	4480473	CROWN	
<b>Registration Number:</b>	4470079	SUFFOLK	
<b>Registration Number:</b>	4664438	WARENDORF	
<b>Registration Number:</b>	4490671	SHOWMARK	
<b>Registration Number:</b>	4300686	DOVER SADDLERY	
<b>Registration Number:</b>	4117809	NORTH WIND	
<b>Registration Number:</b>	4128132	HUNTFIELD'S	
<b>Registration Number:</b>	3169751	OPEN RANGE	
<b>Registration Number:</b>	3008491	RIDING SPORT	
<b>Registration Number:</b>	3869725	HORSEPHARM	
<b>Registration Number:</b>	3582163	RIDING SPORT	
<b>Registration Number:</b>	3388431	RIDER'S INTERNATIONAL	
<b>Registration Number:</b>	2852694	PROFESSIONAL HORSEMAN'S SUPPLY	
<b>Serial Number:</b>	90839876	WESTERN RIDER	

OP \$615.00 4964710

Property Type	Number	Word Mark
Serial Number:	88275061	RIDER'S INTERNATIONAL
Serial Number:	88294481	RIDING SPORT BY DOVER SADDLERY
Registration Number:	2661925	THE SOURCE
Serial Number:	86217110	COOLBLAST
Serial Number:	86590554	PONY EXPRESS QUICK CLICK

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** jennifer.bleskin@afslaw.com

**Correspondent Name:** Jennifer Bleskin

**Address Line 1:** 233 S. Wacker Drive, Suite 7100

**Address Line 2:** ArentFox Schiff LLP

**Address Line 4:** Chicago, ILLINOIS 60606

<b>NAME OF SUBMITTER:</b>	Jennifer Bleskin
<b>SIGNATURE:</b>	/s/ Jennifer Bleskin
<b>DATE SIGNED:</b>	05/30/2023

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS  
AND TRADEMARK APPLICATIONS)

April 22, 2022

**WHEREAS**, Dover Saddlery, Inc., a Massachusetts corporation (herein called “**Grantor**”) owns certain Trademarks (as defined below); and

**WHEREAS**, (i) DS Buyer MergerSub, Inc., a Delaware corporation (the “**Initial Borrower**”), (ii) immediately upon the consummation of the Closing Date Acquisition, (x) Dover Saddlery Holdings, Inc., a Delaware corporation (“**Intermediate Holdings**”), (y) Dover Saddlery, Inc., a Delaware corporation (“**Dover**”), and (z) the Subsidiaries of Dover party hereto (the “**Dover Subsidiaries**”), (iii) the other Borrowers from time to time party to the Term Loan Agreement, (together with the Initial Borrower, Intermediate Holdings, Dover and the Dover Subsidiaries, collectively, the “**Borrowers**” and each individually, a “**Borrower**”), (iv) Grantor, (v) the Guarantors from time to time party thereto, (vi) Alter Domus (US) LLC, as administrative agent (in such capacity, the “**Administrative Agent**” or “**Grantee**”), (vii) the lenders from time to time party thereto, and (viii) PGIM, Inc., in its capacity as lead lender representative, sole bookrunner and lead arranger have entered into a Term Loan Agreement, dated as of April 22, 2022 (as from time to time amended, restated, supplemented, increased, extended or otherwise modified, the “**Term Loan Agreement**”); and

**WHEREAS**, pursuant to the terms of the Security Agreement dated as of April 22, 2022, made by the Borrowers, Grantor and certain other affiliates of Grantor in favor the Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Term Loan Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Term Loan Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor’s right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to,

or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would (i) constitute or result in the abandonment, cancellation, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark.

As used herein:

"**Trademarks**" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Term Loan Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the 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 incorporated by reference herein as if fully set forth herein.

**THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD PERMIT THE APPLICATION OF THE LAWS**

**OF ANY OTHER JURISDICTION) APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED IN SUCH STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.**

Notwithstanding anything to the contrary contained herein, the Liens and rights granted to the Administrative Agent for the benefit of the Secured Parties hereunder or pursuant to the other Credit Documents (as such term is defined in the Term Loan Agreement), and the exercise of any right or remedy by either the Administrative Agent or the Secured Parties hereunder or thereunder, are subject to the provisions of the ABL Split-Lien Intercreditor Agreement. In the event of any conflict between the terms of the ABL Split-Lien Intercreditor Agreement and the terms herein or any other Credit Document, the terms of the ABL Split-Lien Intercreditor Agreement shall govern and control.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

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

DOVER SADDLERY, INC., a Massachusetts corporation

By: 

Name: Anders R. Rosenquist


Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008086 FRAME: 0851**

Acknowledged:

ALTER DOMUS (US) LLC,  
as Administrative Agent

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008086 FRAME: 0852**

Schedule 1

Trademarks

<u>Grantor</u>	<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
Dover Saddlery, Inc. (MA)	90839876	9/22/2021	USA	WESTERN RIDER
Dover Saddlery, Inc. (MA)	88275061 (Serial Number)	1/24/2019	USA	RIDER'S INTERNATIONAL
Dover Saddlery, Inc. (MA)	88294481 (Serial Number)	2/8/2019	USA	RIDING SPORT BY DOVER SADDLERY
Dover Saddlery, Inc. (MA)	4964710	5/24/2016	USA	DOVER SADDLERY
Dover Saddlery, Inc. (MA)	4970235	5/31/2016	USA	PONY EXPRESS QUICK CLICK
Dover Saddlery, Inc. (MA)	4817988	9/22/2015	USA	DRESSAGE EXTENSIONS
Dover Saddlery, Inc. (MA)	4958109	5/17/2016	USA	COOLBLAST
Dover Saddlery, Inc. (MA)	4470420	1/21/2014	USA	MIDDLEBURG
Dover Saddlery, Inc. (MA)	4480473	2/11/2014	USA	CROWN
Dover Saddlery, Inc. (MA)	4470079	1/21/2014	USA	SUFFOLK
Dover Saddlery, Inc. (MA)	4664438	12/30/2014	USA	Warendorf
Dover Saddlery, Inc. (MA)	4490671	3/4/2014	USA	SHOWMARK
Dover Saddlery, Inc. (MA)	4300686	3/12/2013	USA	DOVER SADDLERY
Dover Saddlery, Inc. (MA)	4117809	3/27/2012	USA	NORTH WIND
Dover Saddlery, Inc. (MA)	4128132	4/17/2012	USA	HUNTFIELDS
Dover Saddlery, Inc. (MA)	3169751	11/7/2006	USA	OPEN RANGE
Dover Saddlery, Inc. (MA)	3008491	10/25/2005	USA	RIDING SPORT
Dover Saddlery, Inc. (MA)	3869725	11/2/2010	USA	HORSEPHARM
Dover Saddlery, Inc. (MA)	3582163	3/3/2009	USA	RIDING SPORT
Dover Saddlery, Inc. (MA)	3388431	2/26/2008	USA	RIDER'S INTERNATIONAL
Dover Saddlery, Inc. (MA)	2852694	6/15/2004	USA	PROFESSIONAL HORSEMAN'S



<u>Grantor</u>	<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
				SUPPLY
Dover Saddlery, Inc. (MA)	2661925	12/17/2002	USA	THE SOURCE
Dover Saddlery, Inc. (MA)	86/217,110	3/11/2014	USA	COOLBLAST & DESIGN
Dover Saddlery, Inc. (MA)	86/590554	4/8/2015	USA	PONY EXPRESS QUICK CLICK (and Design)
Dover Saddlery, Inc. (MA)	Community Trademarks Registration No. 13194691	1/13/15	EU	DOVER SADDLERY
Dover Saddlery, Inc. (MA)	Community Trademarks Registration No. 2873537	2/6/04	EU	DOVER SADDLERY
Dover Saddlery, Inc. (MA)	Canada Reg. No. TMA964866	03/06/2017	Canada	COOLBLAST
Dover Saddlery, Inc. (MA)	Canada Reg. No. TMA944679	08/01/2016	Canada	SB SMITH BROTHERS WESTERN WORLD & DESIGN
Dover Saddlery, Inc. (MA)	UK Reg. No. UK00913194691	01/13/2015	United Kingdom	DOVER SADDLERY
Dover Saddlery, Inc. (MA)	UK Reg. No. UK00902873537	02/06/2004	United Kingdom	DOVER SADDLERY
Dover Saddlery, Inc. (MA)	UK Reg. No. UK00913792932	07/01/2015	United Kingdom	SB SMITH BROTHERS WESTERN WORLD & DESIGN
Dover Saddlery, Inc. (MA)	Mexico Reg. No. 1563371	08/13/2015	Mexico	SB SMITH BROTHERS WESTERN WORLD & DESIGN
Dover Saddlery, Inc. (MA)	Community Trademarks Registration No. 13792932	07/01/2015	EU	SB SMITH BROTHERS WESTERN WORLD & DESIGN

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