

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

### 1. Name of conveying party(ies):

The Bank of New York

- Individual(s)
- General Partnership
- Corporation-State
- Other New York Banking Corporation
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

### 3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Private Sale of Collateral
- Merger
- Change of Name

Execution Date: 01/17/2003

### 2. Name and address of receiving party(ies)

Name: Weatherbeeta USA Inc.

Internal

Address:

Street Address: 25 Executive Avenue

City: Edison State: NJ Zip: 08817

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New Jersey
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

### 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) (2,299,472)  
(2,501,184)

Additional number(s) attached  Yes  No

### 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David Leit, Esq.

Internal Address: Lowenstein Sandler PC

Street Address: 65 Livingston Avenue

City: Roseland State: NJ Zip: 07068

### 6. Total number of applications and registrations involved: \_\_\_\_\_

2

### 7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

### 8. Deposit account number:

#501358

**DO NOT USE THIS SPACE**

### 9. Signature.

Lisa C. Fodor, Esq.

Name of Person Signing

*Lisa C. Fodor*

Signature

March 14, 2003

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**AGREEMENT FOR PRIVATE SALE OF COLLATERAL**

**AGREEMENT FOR PRIVATE SALE OF COLLATERAL** (the "Agreement") is made and entered into as of January 17, 2003 by and between The Bank of New York ("Seller"), a New York banking corporation and Weatherbeeta USA INC. ("Buyer"), a New Jersey corporation.

**RECITALS**

I. Equestrian Sports International, LLC, ("ESI"), its wholly owned subsidiary, English Equestrian Group LLC ("EEG") and EEG's wholly owned subsidiary, Miller Harness Company, Inc. ("MHC") (ESI and MHC are collectively referred to as the "Guarantors") are in the business of selling and supplying equestrian products and are the owners of various registered and unregistered trademarks and tradenames and other tangible and intangible assets.

II. Seller is a secured creditor of ESI, EEG and MHC, holding security interests in the assets of EEG and its Guarantors including, without limitation, the Acquired Assets (defined below) to be sold pursuant to this Agreement.

III. EEG and the Guarantors are in default of their obligations to Seller and Seller will, pursuant to this Agreement, exercise its rights as a secured creditor pursuant to Article 9 of the Uniform Commercial Code ("UCC") of the State of New York and sell the Acquired Assets to the Buyer in a private sale pursuant to this Agreement (the "UCC Sale").

IV. Buyer desires to be the purchaser of the Acquired Assets pursuant to the UCC Sale in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals and the covenants and agreements contained herein, the parties agree as follows:

1. **CERTAIN DEFINITIONS.**

"Acquired Assets" means, collectively, the tangible and intangible personal property listed in Schedule A (including the Dover Receivables) and goodwill associated with such property.

[REDACTED]

2. PRIVATE SALE OF ACQUIRED ASSETS, PURCHASE PRICE.

Section 2.1 Transfer of Acquired Assets. On the Closing Date, subject to and upon the terms and conditions of this Agreement, Seller, as a secured party, pursuant to Article 9 of the UCC, shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, the Acquired Assets.

[REDACTED]

[REDACTED]

5. REPRESENTATIONS AND WARRANTIES BY SELLER.

Section 5.1 Seller hereby represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

[REDACTED]

(e) Title to Acquired Assets. Such title as EEG and the Guarantors may have to the Acquired Assets will be transferred to Buyer at Closing free and clear of any and all Encumbrances.

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

THE BANK OF NEW YORK, as Seller

By: *Edward J. Desalvo*  
Name: EDWARD J. DESALVO  
Title: VICE PRESIDENT

WEATHERBETA USA INC., as Buyer

By: *Roger B. Jirkin*  
Name: ROGER B. JIRKIN  
Title: PRESIDENT COO

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MICHAELBURGE

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### Schedule A Acquired Assets

- All trademarks, trade names, pending trademarks, service marks, copyrights, trade secrets and patents (whether or not any of the foregoing are registered) and all other rights relating thereto, renewals thereof, proceeds therefrom and applications therefor, including without limitation all items set forth in Schedule A-1.
- All wholesale and dealer customer lists, provided on discs or in electronic format, excluding lists of retail customers for the New York Store, and including mailing lists for the Millers' retail catalog.
- All digital product images and related Quark files, on discs or in electronic format, and transparencies, used in the preparation of the Miller's Catalogs and Dealer Workbook and all associated computer software and hardware including without limitation all items set forth in Schedule A-2.
- All trade show signage and trade show display materials located in the Warehouses.

MHC, by signing the joinder to this Schedule, agrees to (i) provide access to the Warehouses to enable the Buyer to obtain possession of the tangible assets that are included in the "Acquired Assets" and (2) make the following information available to the Buyer at EEG's offices in Washington, No. Carolina:

- Supplier lists and costing information in electronic format.
- Financial information (excluding that required for either tax or other statutory reporting requirements) for the past 12 months, in either electronic or paper format.

Joinder:

Miller Harness Company, Inc.

By: 

Name: Michael Burge

Title: Exec. VP / CFO

EEG- SCH[1] A LIST 1-17-03 (2)  
91002.3385

SCHEDULE A-1

ENGLISH EQUESTRIAN GROUP

PATENTS AND TRADEMARKS

P/T	PATENT/TRADEMARK	COUNTRY	APPLICATION #	REGISTRATION #	FILE DATE	ISSUE DATE	SECURITY Y/N	DOCUMENTATION EMM/EEG
T	COTTON NATURALS	US	75455828	Pending	03/24/88		Y	EMM
T	COTTON NATURALS (Design)	US	75455162	2299472	03/23/98	12/14/99	Y	EMM/EEG

[REDACTED]

[REDACTED]