

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOVER SADDLERY, INC		04/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 Federal Street, MA5-100-09-12		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90839876	WESTERN RIDER	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1654754		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	04/25/2022		
Total Attachments: 7			
source=Dover Saddlery TM Filing#page2.tif			
source=Dover Saddlery TM Filing#page3.tif			
source=Dover Saddlery TM Filing#page4.tif			

OP \$40.00 90839876

source=Dover Saddlery TM Filing#page5.tif

source=Dover Saddlery TM Filing#page6.tif

source=Dover Saddlery TM Filing#page7.tif

source=Dover Saddlery TM Filing#page8.tif

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this “First Amendment”) is made as of April 22, 2022 by and among (a) **DOVER SADDLERY, INC.**, a corporation organized under the laws of the State of Delaware (the “Borrower Agent”), (b) each of the Persons listed on Schedule I hereto (each such Person, together with the Borrower Agent, individually, as a “Grantor” and, collectively with any other Obligor now or hereafter party hereto, as the “Grantors”), and (c) **BANK OF AMERICA, N.A.**, as Lender (in such capacity, the “Lender”) for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of June 18, 2021 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the date hereof, the “Existing Loan Agreement”), by, among others, the Grantors and the Lender;

WHEREAS, reference is further made to that certain Intellectual Property Security Agreement, dated as of June 18, 2021 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “IP Security Agreement”), by and among the Grantors and the Lender, pursuant to which, among other things, the Grantors granted to the Lender, for the benefit of the Secured Parties, a continuing security interest in and Lien on the IP Collateral (as defined therein); and

WHEREAS, contemporaneously herewith, the Grantors and the Lender, among others, are entering into that certain Amended and Restated Loan and Security Agreement (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), which amends and restates the Existing Loan Agreement in its entirety;

WHEREAS, the Grantors have advised the Lender that certain of the Grantors have acquired additional IP Collateral; and

WHEREAS, the Grantors and the Lender now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Loan Agreement (as applicable).


2. Amendments to IP Security Agreement. The IP Security Agreement is hereby amended by supplementing (but not, for the avoidance of doubt, replacing) **EXHIBITS A and C** thereof by **EXHIBITS A-1 and C-1**, respectively, attached hereto.
3. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the IP Collateral described on Exhibits A-1 and C-1 attached hereto) shall continue to secure the prompt payment and performance of all Obligations.
4. Counterparts; Execution. This First Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This First Amendment shall become effective when the Lender has received counterparts bearing the signatures of all parties hereto. This First Amendment and the other Loan Documents constitute the entire agreement, and supersede all prior understandings and agreements, among the parties relating to the subject matter thereof. The provisions of Section 12.8 of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*.
5. Governing Law. THIS FIRST AMENDMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.
6. Intercreditor Agreement. The provisions of Section 12.19 of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*.

[signature pages follow]


IN WITNESS WHEREOF, the Grantors and the Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

DOVER SADDLERY, INC., a Delaware corporation

By: 
Name: Anders Rosenquist
Title: Vice President

DOVER SADDLERY, INC., a Massachusetts corporation

By: 
Name: Anders Rosenquist
Title: Vice President

LENDER:

BANK OF AMERICA, N.A.


By: 
Name: Christian Holloway
Title: Assistant Vice President

EXHIBIT A-1**Copyright Registrations**

Grantor	Title	Registration Filing Date	Registration/Serial No.
Dover Saddlery, Inc. (MA)	Dover Saddlery : catalog	1/3/00	TX0005123079
Dover Saddlery, Inc. (MA)	Dover Saddlery : catalog	9/25/97	VA0000888305
Dover Saddlery, Inc. (MA)	Dover Saddlery : catalog	11/13/95	VA0000753745
Dover Saddlery, Inc. (MA)	Dover Saddlery : catalog	9/23/92	VA0000526956
Dover Saddlery, Inc. (MA)	Dover Saddlery : catalog	1/22/93	VA0000554926
Dover Saddlery, Inc. (MA)	Dover Saddlery : catalog	2/24/92	VA0000493339
Dover Saddlery, Inc. (MA)	Dover Saddlery : catalog	2/24/92	VA0000493342
Dover Saddlery, Inc. (MA)	Dover Saddlery: sale: a tremendous opportunity to buy quality at substantial savings.	3/3/97	VA0000841099
Dover Saddlery, Inc. (MA)	Dover Saddlery: sale: a tremendous opportunity to buy quality at substantial savings.	2/8/93	VA0000558315
Dover Saddlery, Inc. (MA)	Dover Saddlery: sale: a tremendous opportunity to buy quality at substantial savings.	2/24/92	VA0000493340
Dover Saddlery, Inc.	Dover Saddlery:	Serial Publication	CSN0098408

(MA)	catalog	Year: 2000	
Dover Saddlery, Inc. (MA)	Dover Saddlery: catalog	Serial Publication Year: 1998	CSN0098408
Dover Saddlery, Inc. (MA)	Dover Saddlery: catalog	Serial Publication Year: 1997	CSN0098408
Dover Saddlery, Inc. (MA)	Dover Saddlery: catalog	Serial Publication Year: 1996	CSN0098408
Dover Saddlery, Inc. (MA)	Dover Saddlery: catalog	Serial Publication Year: 1995	CSN0098408
Dover Saddlery, Inc. (MA)	Dover Saddlery: catalog	Serial Publication Year: 1993	CSN0098408
Dover Saddlery, Inc. (MA)	Dover Saddlery: catalog	Serial Publication Year: 1991	CSN0098408
Dover Saddlery, Inc. (MA)	Dover Saddlery: catalog	Serial Publication Year: 1990	CSN0098408
Dover Saddlery, Inc. (MA)	Dover Saddlery : sale : a tremendous opportunity to buy quality at substantial savings	Serial Publication Year: 1997	CSN0098409
Dover Saddlery, Inc. (MA)	Dover Saddlery : sale : a tremendous opportunity to buy quality at substantial savings	Serial Publication Year: 1993	CSN0098409
Dover Saddlery, Inc. (MA)	Dover Saddlery : sale : a tremendous opportunity to buy quality at substantial savings	Serial Publication Year: 1992	CSN0098409

EXHIBIT C-1**Trademark Registrations**

Grantor	Trademark	Registration Filing Date	Registration/Serial No.
Dover Saddlery, Inc.	WESTERN RIDER	9/22/2021	90839876
Dover Saddlery, Inc. (MA)	DOVER SADDLERY	1/13/15	Community Trademarks Registration No. 13194691
Dover Saddlery, Inc. (MA)	DOVER SADDLERY	2/6/04	Community Trademarks Registration No. 2873537
Dover Saddlery, Inc. (MA)	COOLBLAST	03/06/2017	Canada Reg. No. TMA964866
Dover Saddlery, Inc. (MA)	DOVER SADDLERY	01/13/2015	UK Reg. No. UK00913194691
Dover Saddlery, Inc. (MA)	DOVER SADDLERY	02/06/2004	UK Reg. No. UK00902873537

3069311.4