

FORM PTO-1595

(6-93)

No. 0651-0011 (exp. 9/98)

Tab settings

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07-27-1998

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FEB 09 1998

RECEIPT ACTING DIV.

To the Honorable Commissioner of Patents

100744498

original documents or copy thereof.

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

Aspen Pet Products, Inc.  
11701 E. 53rd Avenue  
Denver, Colorado 80239

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

Name: Fleet National Bank, N.A., as AgentInternal Address: Ruben V. Klein, Vice PresidentStreet Address: 75 State StreetCity: Boston State: MA ZIP: 02109Additional name(s) & address(es) attached? ☐ Yes ☐ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Notice of Collateral Assignment of PatentsExecution Date: January 16, 1998

## 4. Application Number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No. (s)

See attached schedule

## B. Patent No. (s)

See attached schedule

Additional numbers attached? ☐ Yes ☐ No

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

Name: Miriam J. RovnerInternal Address: Goodwin, Procter & Hoar LLPStreet Address: Exchange Place53 State StreetCity: Boston State: MA Zip: 02109-28816. Total number of applications and patents involved: 37. Total Fee (37 (CFR 3.41) . . . . \$ 1360.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jon D. Schneider

Name of Person Signing

Jon D. Schneider

Signature

1/30/98

Date

Total number of pages including cover sheet, attachments, and document: 8Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**SCHEDULE A****Patents, Patents Pending and Patent Applications**

<b><u>Patent Name</u></b>	<b><u>Serial No.</u></b>	<b><u>Date of Patent</u></b>
Cat Litter Box	Des. 286,694	November 11, 1986
Scratching Post	Des. 295,088	April 5, 1988
Tug Toy for Dogs	Des. 092,272	March 3, 1992
Chew Toy for Dogs	Des. 327,962	July 14, 1992
Chew toy for Dogs	Des. 328,805	August 18, 1992
Tug Toy for Dogs	Des. 329,310	September 8, 1992
Chew Toy For Dogs	5,148,770	September 22, 1992
Tug Toy for Dogs	Des. 330,100	October 6, 1992
Chew Toy For Dogs	Des. 330,614	October 27, 1992
Chew Toy For Dogs	5,174,243	December 29, 1992
Dog Chew Toy	5,215,038	June 1, 1993
Self Supporting Cotton Bird Perch	5,228,411	July 20, 1993
Cattle Hoof Chew Toy for Dogs	Des. 338,289	August 10, 1993
Dog Chew Toy	Des. 343,930	February 1, 1994
Play Toy For Cats	Des. 348,124	June 21, 1994
Chew Toy For Dogs	Des. 348,547	July 5, 1994
Dog Chew Toy Canine Dental Care	5,329,381	July 19, 1994
Chew Toy For Dogs	5,367,986	November 29, 1994
Chew Toy For Dogs	Des. 355,279	February 7, 1995
Chew Toy For Dogs	Des. 355,733	February 21, 1995
Chew Toy For Dogs	Des. 355,746	February 21, 1995
Chew Toy For Dogs	Des. 358,879	March 28, 1995
Dog Chew Toy For Canine Dental Care and Methods for Making		
Chew Toy	5,467,741	November 21, 1995
Dog Chew Toy	5,477,815	December 26, 1995
Chew Toy For Dogs	Des. 367,740	March 5, 1996
Chew Toy For Dogs	Des. 368,339	March 26, 1996
Chew Toy For Dogs	Des. 368,991	April, 1996
Cat Litter Box Assembly Having a Cover and a Retractable Hood	5,572,950	March 9, 1995
Dog Chew Toy	Des. 378,450	March 1, 1997
Play and Chew Toy for Dogs	5,560,320	October 1, 1996
Fleece-type Chew Toy for Dogs	Des. 374,520	October 8, 1996
Fleece-type Chew Toy for Dogs	Des. 374,748	October 15, 1996
Hinge assembly for providing a cat litter box with a readily removable hinged cover	5,623,892	April 29, 1997

Chew Toy	Des. 373,229
Chew Toy	Des. 373,450
Chew Toy	Des. 378,151

August 27, 1996  
September 3, 1996  
February 18, 1997

Dog Chew Toy Canine Dental Care	Pending
Dog Chew Toy Canine Dental Care	Pending
Cat Litter Box	29/082,122
Dog Chew Toy	Appl. No. 08/577,088
Cat Litter Box-Canada	Appl. No. 47-1022

Pending  
Pending  
Pending

DOCSC575486.2

## NOTICE OF COLLATERAL ASSIGNMENT OF PATENTS

This Notice of Collateral Assignment of Patents (this "Notice") is made as of January 16, 1998, by Aspen Pet Products, Inc. (the "Grantor") and Fleet National Bank, a national banking association, as Agent for the Lenders party to the Credit Agreement referred to below (the "Agent").

### RECITALS

WHEREAS, credit facilities were established pursuant to that certain Amended and Restated Credit Agreement dated as of July 8, 1997, by and among Ekco Group, Inc. ("Group"), the Agent and the Lenders party thereto (as amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, the Grantor has executed a guaranty of the obligations of Group under the Credit Agreement on the date hereof (the "Guaranty");

WHEREAS, the Grantor and the Agent have entered into that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), pursuant to which the Grantor, in order to secure the payment and performance of the Lender Obligations (as defined in the Credit Agreement) and the obligations of the Grantor as Guarantor under the Guaranty, has granted the Agent a security interest in all the Grantor's personal property, fixtures and rights of every kind and nature, whether now owned or hereafter acquired or arising, and all products and proceeds thereof, including but not limited to the Patent Collateral (as defined in Section 1 below); and

WHEREAS, the Grantor is the owner of the inventions, patents and patent applications set forth on Schedule A attached hereto, which patents have been issued by and which patent applications have been filed with the United States Office of Patents and Trademarks, and which inventions, patents and patent applications are included in the Patent Collateral.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Grantor has assigned to the Agent for collateral purposes and has granted to the Agent a security interest in, among other things, all of the following (collectively, the "Patent Collateral"): All inventions (whenever conceived, whether or not reduced to practice, and whether or not patentable), patents, patent rights, patent applications, computer programs and computer software, all whether now or hereafter owned by the Grantor, and all proceeds of the foregoing (including but not limited to all

royalties and license fees due, accrued or arising in connection with any of the foregoing, and all rights to enforce or sue and/or recover for any past, present or future infringement of any of the foregoing), all in accordance with the terms and conditions of the Security Agreement.

Without limiting the generality of the foregoing, pursuant to the Security Agreement the Grantor has collaterally assigned to the Agent and has granted to the Agent a security interest in the patents issued by the United States Office of Patents and Trademarks (and the applications for such patents) set forth on Schedule A hereto, and the inventions to which such patents and (patent applications) relate.

2. The Grantor agrees that it will not sell or offer to sell or otherwise transfer the Patent Collateral or any interest therein, or grant any rights or interests thereto or therein, except as permitted under the Security Agreement and the Credit Agreement, and except for licenses of the Patent Collateral granted in the ordinary course of business.

3. The Grantor and the Agent hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment of and security interest in the Patent Collateral 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 herein.

4. This instrument is made pursuant to the Security Agreement. The Grantor hereby expressly authorizes the Agent to record this instrument in the United States Office Patents and Trademarks, as well as in any other federal or state office in which any of the Grantor's rights or interests comprising or connected with the Patent Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

IN WITNESS WHEREOF, each of the Grantor and the Agent has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer, as of the date first above written.

ASPEN PET PRODUCTS, INC.

By: Donald A. DeNovellis  
 Name:  
 Title: Vice President

FLEET NATIONAL BANK

By: Ruben V. Klein  
 Name: Ruben V. Klein  
 Title: Vice President

STATE OF NEW HAMPSHIRE )  
 ) ss.  
 COUNTY OF HILLSBOROUGH )

January 15, 1998

On this 15<sup>th</sup> day of January, 1998, before me personally appeared Donald A. DeNovellis, to me known, who, being by me duly sworn, declared that he/she is the Vice President of Aspen Pet Products, Inc., Inc., the corporation described in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires: \_\_\_\_\_

Elaine D. MacDougall  
 Notary Public  
 ELAINE D. MACDOUGALL, Notary Public  
 My Commission Expires May 14, 2002

### COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 15<sup>th</sup> day of January, 1998, before me personally appeared Ruben V. Klein, to me known, who, being by me duly sworn, declared that he is a Vice President of Fleet National Bank, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires: Aug. 27, 2004

John J. Schreiber  
 Notary Public

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Chew Toy For Dogs	5,148,770✓	September 22, 1992
Tug Toy for Dogs	Des. 330,100✓	October 6, 1992
Chew Toy For Dogs	Des. 330,614✓	October 27, 1992
Chew Toy For Dogs	5,174,243✓	December 29, 1992
Dog Chew Toy	5,215,038✓	June 1, 1993
Self Supporting Cotton Bird Perch	5,228,411✓	July 20, 1993
Cattle Hoof Chew Toy for Dogs	Des. 338,289✓	August 10, 1993
Dog Chew Toy	Des. 343,930✓	February 1, 1994
Play Toy For Cats	Des. 348,124✓	June 21, 1994
Chew Toy For Dogs	Des. 348,547✓	July 5, 1994
Dog Chew Toy Canine Dental Care	5,329,381✓	July 19, 1994
Chew Toy For Dogs	5,367,986✓	November 29, 1994
Chew Toy For Dogs	Des. 355,279✓	February 7, 1995
Chew Toy For Dogs	Des. 355,733✓	February 21, 1995
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Chew Toy For Dogs	Des. 358,879✓	March 28, 1995
Dog Chew Toy For Canine Dental Care and Methods for Making		
Chew Toy	5,467,741✓	November 21, 1995
Dog Chew Toy	5,477,815✓	December 26, 1995
Chew Toy For Dogs	Des. 367,740✓	March 5, 1996
Chew Toy For Dogs	Des. 368,339✓	March 26, 1996
Chew Toy For Dogs	Des. 368,991✓	April, 1996
Cat Litter Box Assembly Having a Cover and a Retractable Hood	5,572,950✓	March 9, 1995
Dog Chew Toy	Des. 378,456✓	March 1, 1997
Play and Chew Toy for Dogs	5,560,320✓	October 1, 1996
Fleece-type Chew Toy for Dogs	Des. 374,520✓	October 8, 1996
Fleece-type Chew Toy for Dogs	Des. 374,748✓	October 15, 1996
Hinge assembly for providing a cat litter box with a readily removable hinged cover	5,623,892✓	April 29, 1997

Chew Toy	Des. 373,229 ✓	August 27, 1996
Chew Toy	Des. 373,450 ✓	September 3, 1996
Chew Toy	Des. 378,151 ✓	February 18, 1997

<del>Dog Chew Toy Canine Dental Care</del>	<del>Pending</del>	
<del>Dog Chew Toy Canine Dental Care</del>	<del>Pending</del>	
Cat Litter Box	29/082,122 ✓	Pending
Dog Chew Toy	Appl. No. 08/577,088 ✓	Pending
<del>Cat Litter Box Canada</del>	<del>Appl. No. 47-1022</del>	<del>Pending</del>

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