

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Heller Financial Inc., as Agent	01/30/2006

RECEIVING PARTY DATA

Name:	Aspen Pet Products, Inc.
Street Address:	4735 N. Florence St.
City:	Denver
State/Country:	COLORADO
Postal Code:	80238

PROPERTY NUMBERS Total: 55

Property Type	Number
Patent Number:	D428085
Patent Number:	D426353
Patent Number:	5623892
Patent Number:	5711254
Patent Number:	5477815
Patent Number:	D368339
Patent Number:	D367740
Patent Number:	D373450
Patent Number:	D373229
Patent Number:	D368991
Patent Number:	D378450
Patent Number:	5572950
Patent Number:	D348124
Patent Number:	D330614
Patent Number:	D328805

PATENT

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REEL: 017507 FRAME: 0959

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Patent Number:	5092272
Patent Number:	D330100
Patent Number:	D329310
Patent Number:	5215038
Patent Number:	D343930
Patent Number:	D327962
Patent Number:	D338289
Patent Number:	5228411
Patent Number:	5367986
Patent Number:	5329881
Patent Number:	D776157
Patent Number:	D355279
Patent Number:	D355733
Patent Number:	D355746
Patent Number:	D356879
Patent Number:	D348547
Patent Number:	5467741
Patent Number:	D399613
Patent Number:	D374520
Patent Number:	D374748
Patent Number:	5560320
Patent Number:	D378151
Patent Number:	D425593
Patent Number:	5174243
Patent Number:	5148770
Patent Number:	D286694
Patent Number:	D295088
Patent Number:	D428676
Patent Number:	6019067
Patent Number:	6312029
Patent Number:	6318300
Patent Number:	6660378
Patent Number:	6355349
Patent Number:	6810630
Application Number:	09307927

Application Number:	09285605
Application Number:	09299224
Application Number:	09299225
Application Number:	09730378
Application Number:	10012201

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

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NAME OF SUBMITTER:

Julie Cravitz

Total Attachments: 5

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SECURITY INTEREST RELEASE AND TERMINATION (PATENTS)

THIS SECURITY INTEREST RELEASE AND TERMINATION (PATENTS), dated as of January 30, 2006, is made by HELLER FINANCIAL, INC., a Delaware corporation, as agent ("**Agent**") for the secured parties ("**Secured Parties**") to that certain Security Agreement made by ASPEN PET PRODUCTS, INC., a Delaware corporation ("**Borrower**"), dated as of December 8, 2000, in favor of Agent for the benefit of the Secured Parties (the "**Security Agreement**"). All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Credit Agreement (defined below).

WHEREAS, Borrower, Agent, Documentation Agent and Lenders are parties to a Credit Agreement dated as of December 8, 2000 (the "**Credit Agreement**"), as a condition to which Agent and Borrower entered into the above-referenced Security Agreement;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Borrower entered into that certain Patent Security Agreement dated as of December 8, 2000 (the "**Patent Security Agreement**"), whereby Borrower granted to Agent for the benefit of the Secured Parties, a continuing security interest in all of Borrower's right, title and interest in, to and under certain patents, patent applications and other related collateral as more particularly described in the Patent Security Agreement that was recorded with the U.S. Patent and Trademark Office on June 15, 2001 at Reel 011898, Frame 0973; and

WHEREAS, all of the Obligations owing by Borrower to Agent or any of the Lenders under or in respect of the Credit Agreement have been paid and satisfied in full and therefore Agent wishes to evidence the release and discharge the security interest of, in and to (i) the fifty-one (51) patents and the eight (8) patent applications that are more particularly described on the attached Schedule A and the inventions and improvements described and claimed therein; (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (iv) the right to sue for past, present and future infringements of any of the foregoing; and (v) all rights corresponding to the foregoing throughout the world ("**Collateral**").

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:


1. Agent hereby releases and discharges the security interests and liens in and to the Collateral; and

2. Agent hereby authorizes the recordation of this Security Interest Release and Termination (Patents) with the United States Patent and Trademark Office in order to give proper notice of Agent's release and discharge of the security interests and liens in and to the Collateral as more particularly described on Schedule A attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Security Interest Release and Termination (Patents) to be executed and delivered by its duly authorized officer as of the date set forth above.

HELLER FINANCIAL, INC.,
as Agent

By: 
Name: Pamela Eskin
Title: duly authorized signatory

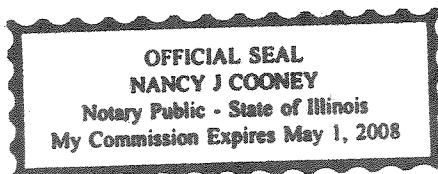
State of Illinois
County of Cook

On 1/25/06 before me, Nancy J. Cooney, personally
appeared Pamela Eskra

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nancy J. Cooney (Seal)



SCHEDULE A
to
SECURITY INTEREST RELEASE AND TERMINATION (PATENTS)

Patents

<u>Patent Description</u>	<u>U.S. Patent No.</u>
Pet Ball Scoop	D428085
Pet Litter Scoop	D426353
Readily Removable Hinge Cover	5623892
Dog Chew Toy	5711254
Dog Chew Toy	5477815
Chew Toy for Dogs	D368339
Chew Toy for Dogs	D367740
Chew Toy for Dogs	D373450
Chew Toy for Dogs	D373229
Chew Toy for Dogs	D368991
Chew Toy for Dogs	D378450
Cat Litter Box Having Retractable Hood	5572950
Play Toy for Cats	D348124
Chew Toy for Dogs	D330614
Chew Toy for Dogs	D328805
Tug Toy for Dogs	5092272
Tug Toy for Dogs	D330100
Tug Toy for Dogs	D329310
Dog Chew Toy	5215038
Dog Chew Toy	D343930
Dog Chew Toy	D327962
Cattle Hoof Chew Toy	D338289
Self-Supporting Cotton Bird Perch	5228411
Chew Toy for Dogs	5367986
Chew Toy for Dental Care	5329881
Chew Toy for Dental Care	D776157
Chew Toy for Dental Care	69424952
Chew Toy for Dogs	D355279
Chew Toy for Dogs	D355733
Chew Toy for Dogs	D355746
Chew Toy for Dogs	D356879
Chew Toy for Dogs	D348547
Chew Toy for Dental Care	5467741
Cat Litter Box	D399613
Cat Litter Box	81656
Fleece-type Chew Toy – Star	D374520
Fleece-type Chew Toy – Bear	D374748
Play and Chew Toy	5560320

Fleece-type Chew Toy for Dogs	D378151
Pet Ball Scoop Handle	D425593
Chew Toy for Dogs	5174243
Chew Toy for Dogs	5148770
Cat Litter Box	D286694
Scratching Box	D295088
Pet Litter Scoop Rake	D428676
Animal Restraint Storage Receptacle ("Pooch Pouch")	6019067
Pet Litter Scoop Utility	6312029
Pet Toy	6318300
Glow-In-The-Dark Coated Cable	6660378
Reflectively Enhanced Coated Cable	6355349
Spiral Anchoring Stake	6810630

Patent Applications

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>
Pet Litter Scoop Utility	09/307927	05/10/99
Pet Toy	09/285605	04/02/99
Dog Chew Toy for Dental Care	504979/96	07/18/94
Dog Chew Toy for Dental Care	US94/08082	07/18/94
Glow-In-The Dark Coated Cable	09/299224	04/23/99
Reflectively Enhanced Coated Cable	09/299225	04/23/99
Spiral Anchoring Stake	09/730,378	12/5/00
Formed Dog Chew	10/012,201	12/4/01