

12-28-1998

Form PTO-1594
1-31-92

RECORDATION
TRADEMARK



DEPARTMENT OF COMMERCE
Trademark Office

100931013

...ts or copy thereof.

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):
 Southern California Foam, Inc.
 d/b/a Lazy Pet Products

12/23/98

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State: California
 Other

2. Name and address of receiving party(ies):
 Name: National Westminster Bank PLC
 Internal Address: _____
 Street Address: 175 Water Street
 City: New York State: New York ZIP: 10038

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

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- State:
 Other Public Limited Company, incorporated in the United Kingdom

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 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

Execution Date: October 26, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/408,961

Additional numbers attached? Yes No

Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kimberly V. Miller
 Internal Address: White & Case LLP

 Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved 15

7. Total fee (37 CFR 3.41): \$ 390.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
23-1705
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

E

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.

Kimberly V. Miller _____ Date: 12/23/98

12/28/1998 SSMITH 00000035 75408961
 Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 2

01 FC 401 40.00 OP
 02 FC 402 No. 0651-0011 (exp. 4/94) 350.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0C11), Washington, D.C. 20503.

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
WANGLER DANGLER	75/408,961	Dec. 22, 1997
LOOK WHO'S PURRING	75/387,835	Nov. 10, 1997
END ZONE	75/400,508	Dec. 5, 1997
CATTER UP	75/398,015	Dec. 1, 1997
LOOK WHO'S BARKING	75/391,480	Nov. 10, 1997
POOCH PACK	2,171,266	July 7, 1998
FLEABAG	75/286,041	May 5, 1997
REST STOP	75/197,435	Nov. 13, 1996
MEOW MAT	2,040,662	Feb 25, 1997
KITTY TUNA CAN	2,040,519	Feb. 25, 1997
PET COTTAGE	1,979,501	June 11, 1996
ACTION SCRATCHER	1,958,945	Feb. 27, 1996
CAT RACKET TUNNEL	1,958,944	Feb. 27, 1996
LAZY PET	2,013,208	Nov. 5, 1996
FELINE FISHING	75/099,952	May 7, 1996

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, SOUTHERN CALIFORNIA FOAM, INC., d/b/a Lazy Pet Products, a California corporation (the "Assignor") with principal offices at 540 West Lambert Road, Brea, California 92821, hereby assigns and grants to NATIONAL WESTMINSTER BANK PLC, as Collateral Agent, with principal offices at 175 Water Street, New York, New York 10038 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of November 3, 1997 (as amended from time to time, the "Security Agreement") and shall be effective as of October 26, 1998. Upon the termination of the Security Agreement (as defined in the Security Agreement), the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

TRADEMARKS

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
WANGLER DANGLER	75/408,961	Dec. 22, 1997
LOOK WHO'S PURRING	75/387,835	Nov. 10, 1997
END ZONE	75/400,508	Dec. 5, 1997
CATTER UP	75/398,015	Dec. 1, 1997
LOOK WHO'S BARKING	75/391,480	Nov. 10, 1997
POOCH PACK	2,171,266	July 7, 1998
FLEABAG	75/286,041	May 5, 1997
REST STOP	75/197,435	Nov. 13, 1996
MEOW MAT	2,040,662	Feb 25, 1997
KITTY TUNA CAN	2,040,519	Feb. 25, 1997
PET COTTAGE	1,979,501	June 11, 1996
ACTION SCRATCHER	1,958,945	Feb. 27, 1996
CAT RACKET TUNNEL	1,958,944	Feb. 27, 1996
LAZY PET	2,013,208	Nov. 5, 1996
FELINE FISHING	75/099,952	May 7, 1996

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 26 day of October, 1998.

SOUTHERN CALIFORNIA FOAM, INC.,
d/b/a Lazy Pet Products
as Assignor

By: Mark A. Stern
Name: MARK A STERN
Title: PRESIDENT

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 14th day of October, 1998.

SOUTHERN CALIFORNIA FOAM, INC.,
d/b/a Lazy Pet Products
as Assignor

By: _____
Name:
Title:

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee

By: 
Name: ANDREW S. WEINBERG
Title: SENIOR VICE PRESIDENT

STATE OF New York)
) SS.
COUNTY OF Suffolk)

On this 26th day of October, 1998, before me personally came

MARK A. STERN who, being duly sworn, did depose and say that [s]he is
THE PRESIDENT of Southern California Foam, Inc., d/b/a Lazy Pet Products, that [s]he
is authorized to execute the foregoing Assignment of Security Interest on behalf of said
corporation and that [s]he did so by authority of the Board of Directors of said Corporation.

Susan E. Brimlow
Notary Public

SUSAN E. BRIMLOW
Notary Public, State of New York
No. 4977508
Qualified in Suffolk County
Commission Expires 2-4-99

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14th day of October, 1998, before me personally came

Andrea Weinberg who, being by me duly sworn, did state as follows: that [s]he is
Senior Vice President of National Westminster Bank PLC, that [s]he is authorized to
execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he
did so by authority of the Board of Directors of said corporation.

Marie A. Gentile

Notary Public

MARIE A. GENTILE
Notary Public, State of New York
No. 4979706
Qualified in Suffolk County
Commission Expires April 8, 1999