

12-28-1998

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commission

the attached original documents or copy thereof.

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

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 Z.P.: 10038

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

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- State: _____

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

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

Execution Date: November 13, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Trademark Registration No.(s)
2,016,996

Additional numbers attached? Yes No

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 1

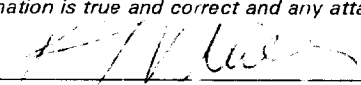
7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

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

12/28/1998 SSNITH 00000039 2016996
01 FC:481 40.00 OP

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.

Kimberly V. Miller  10/21/98
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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 (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

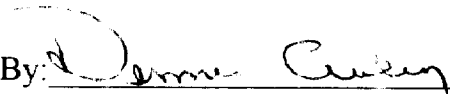
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, SOUTHERN CALIFORNIA FOAM, INC., d/b/a Malibu Pet Products, a California corporation (the "Assignor") with principal offices at 540 West Lambert Road, Brea, California 92821, hereby assigns and grants to 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 November 13, 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.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 13 day of ~~October~~^{November}, 1998.

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

By: 
Name: Dennis Cuskey
Title: Vice President

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
and Assignee

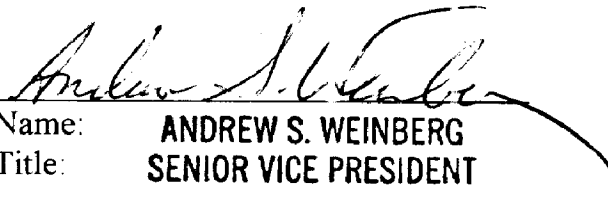
By: _____
Name:
Title:

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

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

By: _____
Name:
Title:

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
and Assignee

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

STATE OF California)

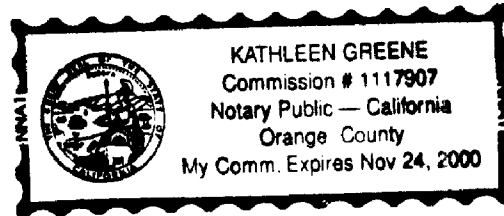
) ss.

COUNTY OF Orange)

On this 3rd day of ~~October~~ November, 1998, before me personally came

Dennis Curley who, being duly sworn, did depose and say that he is
Vice President of Southern California Foam, Inc., d/b/a Malibu Pet Products, that
 he is authorized to execute the foregoing Assignment of Security Interest on behalf of said
corporation and that he did so by authority of the Board of Directors of said Corporation.

Kathleen Greene
Notary Public



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

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

Andrew 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 9/7
Commission Expires April 8, 19 99

TRADEMARKS

Trademark

Registration Number

Registration Date

MALIBU PET PRODUCTS

2,016,996

November 19, 1996