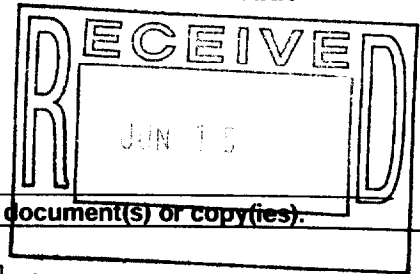


06-18-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MWD
6-15-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
6 8 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

06/17/1999 DNGUYEN 00000282 1523164

FOR OFFICE USE ONLY

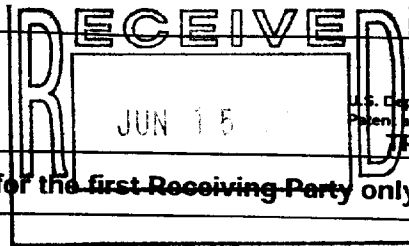
01 FC:481
02 FC:482

(40.00 DP)
(725.00 DP)

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001915 FRAME: 0690



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached!

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="see attached sheets"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Clifford W. Browning  June 15, 1999

Name of Person Signing Signature Date Signed

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
ODIE	1523164	02/07/1989
ODIE	1276381	05/01/1984
POOKY	1276382	05/01/1984
GARFIELD	1280402	06/05/1984
GARFIELD	1532618	04/04/1989
GARFIELD	1344099	06/25/1985
GARFIELD	1530746	03/21/1989
GARFIELD	1248884	08/23/1983
GARFIELD	1500463	08/16/1988
GARFIELD	1287067	07/24/1984
GARFIELD	1151014	04/14/1981
GARFIELD	1223408	01/11/1983
GARFIELD	1248358	08/16/1983
GARFIELD	1266347	02/07/1984
GARFIELD	1283410	06/26/1984
GARFIELD	1269955	03/13/1984
GARFIELD	1221033	12/21/1982
GARFIELD	1488722	05/17/1988
GARFIELD	1523717	02/07/1989
GARFIELD AND FRIENDS	1555199	09/05/1989
100% PURE GARFIELD LOGO	1578759	01/23/1990
100% PURE GARFIELD LOGO	1578919	01/23/1990
100% PURE GARFIELD LOGO	1580069	01/30/1990

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
100% PURE GARFIELD LOGO	1579022	01/23/1990
100% PURE GARFIELD LOGO	1579055	01/23/1990
100% PURE GARFIELD LOGO	1573438	12/26/1989
100% PURE GARFIELD LOGO	1591007	04/10/1990
GARFIELD AND FRIENDS	1716194	09/15/1992
U.S. ACRES	1526846	02/28/1989
U.S. ACRES	1507149	10/04/1988

15-18a C:\WP\DOCS\SCHEDULE.PWI

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement"), dated May 26th, 1994 is made by PAWS, INCORPORATED, an Indiana corporation (the "Borrower"), in favor of NBD BANK, N.A., a national banking association, having its principal place of business in Indianapolis, Indiana (the "Bank");

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement executed between the Borrower and the Bank of even date (the "Credit Agreement"), the Bank has agreed to make certain loans and to provide other financial accommodations to the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered to the Bank a certain General Security Agreement of even date (as the same may be hereafter amended or modified, the "General Security Agreement"); and

WHEREAS, as a condition precedent to the making of loans under the Credit Agreement, the Borrower is required to execute and deliver this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Bank to make loans and to provide other financial accommodations pursuant to the Credit Agreement, the Borrower hereby grants to the Bank a continuing security interest in the Trademark Collateral, including, without limitation, that listed on Schedule 2 hereto, to secure payment, performance and observance of the Obligations; and the Borrower further agrees as follows:

1. Definitions. Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the General Security Agreement or, by reference in the General Security Agreement, in the Credit Agreement.

2. Purpose. This Trademark Security Agreement has been executed and delivered by the Borrower to the Bank for the purpose of registering the grant of security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.

3. Incorporation by Reference. The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the General Security Agreement. The General Security Agreement and all rights and remedies of the Bank thereunder shall remain in full force and effects in accordance with its terms. This Security Agreement is

EXHIBIT A

TRADEMARK
REEL: 001915 FRAME: 0695

REEL 181, FRAME 028

made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the General Security Agreement to the same extent and effect as if fully set forth herein, and the General Security Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the General Security Agreement and this Security Agreement, this Security Agreement shall control.

4. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

PAWS, INCORPORATED,
an Indiana corporation

By: Thomas A. Greiwe
Thomas A. Greiwe, Treasurer

ACCEPTED:

NBD BANK, N.A.,
a national banking association

By: Mark L. Wasden
Mark L. Wasden,
Assistant Vice President

TRADEMARK

REEL 1184 FRAME 029

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Greiwe, known to me to be the Treasurer of Paws, Incorporated, and acknowledged the execution of the foregoing for and on behalf of said Corporation.

Witness my hand and Notarial Seal, this 24th day of May, 1994.

Robert C. Beasley
Notary Public - Signature
Robert C. Beasley
Notary Public - Printed

My Commission Expires:
2/5/96

My County of Residence:
Delaware

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Mark L. Wasden, known to me to be the Assistant Vice President of NBD Bank, N.A., and acknowledged the execution of the foregoing for and on behalf of said Bank.

Witness my hand and Notarial Seal, this 24th day of May, 1994.

Robert C. Beasley
Notary Public - Signature
Robert C. Beasley
Notary Public - Printed

My Commission Expires:
2/5/96

My County of Residence:
Delaware

TRADEMARK

REEL 184 FRAME 030

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
ODIE	1523164	02/07/1989
ODIE	1276381	05/01/1984
POOKY	1276382	05/01/1984
GARFIELD	1280402	06/05/1984
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GARFIELD	1523717	02/07/1989
GARFIELD AND FRIENDS	1555199	09/05/1989
100% PURE GARFIELD LOGO	1578759	01/23/1990
100% PURE GARFIELD LOGO	1578919	01/23/1990
100% PURE GARFIELD LOGO	1580069	01/30/1990

TRADEMARK

REEL 1184 FRAME 031

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
100% PURE GARFIELD LOGO	1579022	01/23/1990
100% PURE GARFIELD LOGO	1579055	01/23/1990
100% PURE GARFIELD LOGO	1573438	12/26/1989
100% PURE GARFIELD LOGO	1591007	04/10/1990
GARFIELD AND FRIENDS	1716194	09/15/1992
U.S. ACRES	1526846	02/28/1989
U.S. ACRES	1507149	10/04/1988

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TRADEMARK

REEL 184 FRAME 032

RECORDED
PATENT & TRADEMARK OFFICE

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RECORDED: 06/15/1999

TRADEMARK
REEL: 001915 FRAME: 0699