

02-08-2001

SHEET



28-01

TO: The Commissioner of Patent

101608547

ched original document(s) or copy(ies).

Submission Type

Conveyance Type

New

Assignment

License

Resubmission (Non-Recordation)
Document ID#

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error
Reel # Frame #

Merger

Effective Date
Month Day Year

12/12/2000

Corrective Document
Reel # Frame #

Change of Name

Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12/12/2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

RECEIVED
2001 FEB -8 AM 10:09
ASSIGNMENT SERVICES

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

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 is attached.
(Designation must be a separate document from Assignment)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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 nation 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: 002226 FRAME: 0854

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)
See Exhibit A Annexed Hereto

<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"/>

Registration Number(s)
See Exhibit A Annexed Hereto

<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
(Enter for payment by deposit account or if additional fees can be charged to the 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.

Todd Weil

Name of Person Signing

Signature

Date

Exhibit A

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:34

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE	NEXT RENEWAL	STATUS	MATTER#
UNITED STATES							
ALL THAT GLITTERS	487,364	06/28/84	1,340,721		06/11/85		
18 - PET COLLARS AND CHOKES							
BITTER LIME	680,568	06/27/89	1,545,860		06/27/89		
5 - SUBSTANCE APPLIED TO BODY PARTS OF A PET TO DISCOURAGE ORAL CONTACT							
BREATH TREAT	74/710,700	08/03/95	2,054,041		04/22/97		
3 - BREATH FRESHENER FOR PETS							
BUNNY BATH	74/250,801	02/28/92	1,728,819		11/03/92		
003 - NON-MEDICATED, NON-VETERINARY PET GROOMING PREPARATION NAMELY, A RABBIT SHAMPOO AND DEODORIZER							
COLORS BY MUSTANG	74/437,276	09/20/93	1,849,921		08/16/94		
18 - PET COLLARS AND CHOKES							
CRYSTAL EYE	74/278,064	05/21/92	1,746,722		01/19/93		
003 - TEAR STAIN REMOVER FOR PETS							
DOGGIE DOO BAGS	75/717,183	05/28/99					
16 - PET SCOOP UP BAGS							
FANCY PANTS	74/544,617	07/01/94	1,961,431		03/12/96		
18 - SANITARY PRODUCTS FOR PETS, NAMELY PADS; IN THE NATURE OF COTTON PANTS LINED WITH PLASTIC							
FEATHER BRITE	74/487,574	02/07/94	1,907,005		07/25/95		
3 - PET PRODUCTS; NAMELY, BIRD BATH AND SHAMPOO							
FERRET COAT	74/522,606	05/10/94	1,990,506		07/30/96		
5 - PET AIDS, NAMELY FOOD SUPPLEMENTS FOR ANIMALS							
FERRET GLOW	680,569	08/25/87	1,485,917		04/26/88		
5 - PET SHAMPOO AND DEODORIZER FOR USE WITH FERRETS							
FLASHY PANTS	75/238,916	02/10/97	2,183,551		08/25/98		
18 - SANITARY PRODUCTS FOR PETS, NAMELY, PROTECTIVE ELASTIC PANTS FOR ANIMALS							
FLEA CATCHER	74/243,254	02/04/92	1,733,112		11/17/92		
021 - PET GROOMING AID, NAMELY COMBS							
FLEX CABLE	75/754,542	07/19/99					
18 - PET TIE UP CABLE							
FOUR PAWS	542,459	06/11/85	1,420,727		12/16/86		
3 - STAIN REMOVER PET CARE PRODUCTS, NAMELY TREE AND SHRUB REPELLANT...NON-MECHANICAL...SIGNS...METAL SCOOPER...							
FOUR PAWS	107,103	11/19/76	1,353,554		08/13/85		
3 - PET COLOGNE, PET SHAMPOO, PET SHAMPOO AND DEODORANT, TANGLE REMOVER FOR PET FUR, AND SKIN AND COAT...							
5 - N/A							
FOUR PAWS and Design	361,055	05/27/70	925,222		12/07/71		
3 - CANINE COLOGNE							
Four Paws Design	542,458	06/11/85	1,419,662		12/09/86		
3 - PET PRODUCTS, NAMELY SHAMPOO, TANGLE REMOVER...PET CARE PRODUCTS, NAMELY PET REPELLENT...SCOOPERS...PET NURSER KITS...							
5 - N/A							

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:39

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE
FRESH ESSENCE 3 - PET SHAMPOO	486,421	06/22/84	1,331,556	04/23/85
GOOD 'N PLENTY 21 - PET FOOD DISPENSER	641,737	01/28/87	1,483,490	04/05/88
GOOD-BY TANGLES 3 - COMPOSITION FOR REMOVING MATS AND TANGLES FROM COATS OF PETS	443,243	12/08/72	1,024,004	10/28/75
GROOMER'S DREAM 21 - PET GROOMING AIDS, NAMELY, BRUSHES AND COMBS	75/391,321	11/17/97	2,258,848	07/06/99
GROOMER'S TOUCH 021 - PET GROOMING AIDS; NAMELY, BRUSHES	74/267,959	04/21/92	1,797,036	10/05/93
HAND GUARD 008 - PET LITTER SCOOPER	243,253	02/04/92	1,721,448	10/06/92
JODI 006 - PVC COVERED METAL PET TIE OUT CABLES; TROLLEY EXERCISERS COMPRISED OF PVC COVERED METAL TIE OUT CABLES AND PULLEYS, SOLD AS A UNIT 016 - COVERS FOR AQUARIUMS 018 - HOUSEBREAKING PADS OF FABRIC AND PLASTIC FOR PUPPIES	74/334,340	11/24/92	1,869,211	12/27/94
KEEP OFF 5 - DOG AND CAT REPELLANT	516,737	01/09/85	1,432,661	03/17/87
KITTYCAT GRASS 31 - EDIBLE PLANTS FOR CATS	065,985	06/05/90	1,650,290	07/09/91
KWIK PIK 21 - PET SCOOPING DEVICE	75/826,037	10/15/99		
LICKIN' GOOD 3 - PET BREATH FRESHENER	75/722,514	06/09/99		
LOVE GLOVE 21 - PET GROOMING AID, NAMELY A BRUSH	75/006,840	10/17/95	2,001,517	09/17/96
MAGIC COAT 3 - ANIMAL SHAMPOO	446,054	01/15/73	973,591	11/20/73
MAGIC PET HAIR REMOVER 3 - PET CARE PRODUCTS, NAMELY, PET BRUSHES FOR REMOVING PET HAIR FROM CARPETS, FURNITURE, CLOTHING, AUTO INTERIORS AND PET BEDS	75/478,993	05/04/98	2,348,097	05/09/00
MIRACLE MALT 5 - MEDICATION FOR CATS FOR THE ELIMINATION OF HAIR BALLS	319,840	07/20/81	1,217,264	11/23/82
MP DURA-BRAID MUSTANG PRODUCTS, INC. 18 - PET COLLARS, CHOKES AND LEADS	483,319	06/04/84	1,335,527	05/14/85
MP SOFTWEAVE MUSTANG PRODUCTS, INC. & Design 18 - PET COLLARS, CHOKES AND LEADS	73/483,320	06/04/84	1,335,528	05/14/85
NATURE BARK 18 - PET PRODUCTS; NAMELY, BEDDING FOR REPTILES	74/493,312	02/22/94	1,908,470	08/01/95
NATURE'S HEAT 011 - UNDER TANK HEATERS	240,222	01/24/92	1,727,384	10/27/92
NATURE'S RAIN 3 - PET PRODUCTS, NAMELY, NONMEDICATED PET SHAMPOO 5 - PET PRODUCTS, NAMELY, MEDICATED PET SHAMPOO	74/502,462	03/21/94	1,879,467	02/21/95
NATURE'S REPTILE VITASPRAY 3 - VITAMIN SUPPLEMENT SPRAY FOR REPTILES	74/397,667	06/02/93	1,925,022	10/10/95
NATUREBED 031 - CORE FIBER CHIPS USED FOR LINING REPTILE TANKS	75/576,920	10/26/98		
NIGHT FLASHER 75/659,334	75/659,334	03/15/99	2,335,461	03/28/00

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:44

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE
18 - REFLECTIVE CORD REELS FOR TETHERING PETS NO PULL	74/339,373	12/11/92	1,822,770	02/22/94
018 - HALTERS FOR DOMESTICATED ANIMALS PEE PEE PADS	791,356	04/04/89	1,572,835	12/26/89
5 - HOUSEBREAKING PADS FOR DOGS PET AID	74/287,256	06/19/92	1,759,420	03/23/93
005 - MEDICATED ANTI-ITCH SPRAY FOR USE IN PETS PET SELECT	74/278,386	05/26/92	1,822,025	02/15/94
18 - PET COLLARS, CHOKES AND LEADS QUICK & EASY	75/420,963	01/21/98	2,253,053	06/15/99
20 - PILL DISPENSERS, SOLD EMPTY QUICK-FIT	74/212,593	10/10/91	1,729,364	11/03/92
18 - MUZZLES REPTI-SCOOP	75/213,491	12/16/96	2,116,307	11/25/97
21 - PET WASTE RETRIEVAL SCOOP RING AROUND THE TREE	74/245,258	02/07/92	1,737,969	12/08/92
06 - PORTABLE TIE UP CABLE FOR DOGS ROAM-ABOUT	465,689	02/14/84	1,318,896	02/12/85
6 - PET RESTRAINING DEVICES-NAMELY, DOG TIE-OUT STAKES ROUGH & RUGGED	75/541,924	08/24/98	2,279,391	09/21/99
28 - DOG TOYS RUFF N RUGGED	75/393,765	11/20/97	2,294,695	11/23/99
28 - DOG TOYS SHED 'N BLADE	561,006	09/30/85	1,393,810	05/20/86
8 - HAND TOOL FOR REMOVING LOOSE HAIR FROM THE COATS OF DOMESTI C ANIMALS				
SILVER TOUCH	762,475	11/07/88	1,540,549	05/23/89
21 - PET GROOMING BRUSH SMOOTH TOUCH	74/512,280	04/08/94	1,904,471	07/11/95
21 - PET GROOMING AIDS, NAMELY BRUSHES SOFT'N SILKY	22,140	05/22/74	1,023,029	10/21/75
3 - ANIMAL COAT AND SKIN CONDITIONER SUPER CATNIP	643,346	02/06/87	1,519,416	01/03/89
5 - SPRAY CONTAINING AN EXTRACT OF CATNIP FOR USE ON SURFACES T O BE EXPOSED TO CATS				
SUPER CATNIP	796,650	04/25/89	1,612,600	09/11/90
5 - SPRAY INCLUDING AN EXTRACT OF CATNIP FOR USE ON SURFACES TO BE EXPOSED TO CATS				
TANIUM	75/394,430	11/21/97	2,260,553	07/13/99
18 - PET PRODUCTS, NAMELY, LEASHES, DOG COLLARS AND ANIMAL LEASHES MADE OF CHA INS				
TENDER TOUCH	762,489	11/07/88	1,540,550	05/23/89
21 - PET GROOMING BRUSH THE ALLEN SCOOPER	74/599,011	11/14/94	1,940,882	12/12/95
21 - PET WASTE RETRIEVAL SCOOP THE PROTECTOR	113,042	01/18/77	1,124,832	09/11/79
5 - INSECT REPELLENT FOR ANIMALS ULTRA COMB	74/267,958	04/21/92	1,800,127	10/19/93
021 - COMBS FOR PETS ULTRA WEAVE	74/171,313	05/29/91	1,696,096	06/23/92
18 - PET COLLARS, CHOKES AND LEADS				

TRADEMARK
REEL: 002226 FRAME: 0858

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:48

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE		
VITA-SPRAY 005 - VITAMIN SUPPLEMENT SPRAY FOR REPTILES	74/450,362	10/20/93	1,856,527	10/04/94		
WEE-WEE PADS 18 - HOUSEBREAKING PADS FOR DOGS	689,662	10/13/87	1,492,254	06/14/88		

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated December 12, 2000, is by and between FOUR PAWS PRODUCTS, LTD., a New York corporation ("Debtor"), with its chief executive office at 50 Wireless Boulevard, Hauppauge, New York 11788 and CONGRESS FINANCIAL CORPORATION (WESTERN), a California corporation ("Secured Party"), having an office at 251 South Lake Avenue, 9th Floor, Pasadena, California 91101.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party has made and may make further loans and advances and provide other financial accommodations to Debtor as set forth in the Second Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a

continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the best of Debtor's actual knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, mortgages, assignments, licenses, security interests, encumbrances or, to the best of Debtor's actual knowledge, claims of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, to the best of Debtor's knowledge upon due inquiry, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default, or event, act or condition which with notice or passage of time or both would constitute an Event of Default, shall exist or have occurred as of such time. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's actual knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would, in Debtor's reasonable

judgment, adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion

of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Subject to the rights of any third party licensees, Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its reasonable discretion deem appropriate. Subject to the rights of any third party licensees, such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Subject to the rights of any third party licensees, Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Subject to the rights of any third party licensees, Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time upon or after the occurrence of any Event of Default execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services

bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Superior Court of Los Angeles County, California and the United States District Court for the Central District of California and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY

OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AN CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Four Paws Products, Ltd.
 c/o Central Garden & Pet Company
 3697 Mt. Diablo Boulevard, Suite 310
 Lafayette, California 94549
 Attention: Mr. Lee Hines

If to Secured Congress Financial Corporation (Western)
Party: 251 South Lake Avenue, 9th Floor
 Pasadena, California 91101
 Attention: Portfolio Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective

successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FOUR PAWS PRODUCTS, LTD.

By: Lee D. Kwei Jr.

Title: V.P.

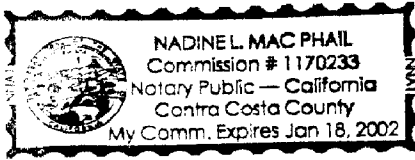
CONGRESS FINANCIAL CORPORATION
(WESTERN)

By: C. D. W. Lutskan

Title: VP

STATE OF CALIFORNIA)
)
COUNTY OF Contra Costa) ss.:

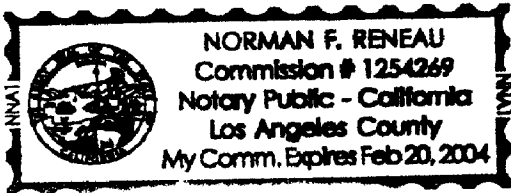
On this 12 day of December, 2000, before me personally came Lee D. Hines, Jr., to me known, who being duly sworn, did depose and say, that he is the VP of FOUR PAWS PRODUCTS, LTD., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Nadine L. MacPhail
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

On this 13 day of December, 2000, before me personally came GARY D. WHITAKER, to me known, who, being duly sworn, did depose and say, that he is the VICE PRES. of CONGRESS FINANCIAL CORPORATION (WESTERN), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Norman F. Rneau
Notary Public

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:30

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE	NEXT RENEWAL	STATUS	MATTER#
<u>ARGENTINA</u>							
FOUR PAWS	2,014,693	12/22/95	1620584	10/30/96	10/30/06	REGISTERED	46940ARO
3 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN AND COAT CONDITIONERS AND ALL OTHER PET GOODS.							
<u>BRAZIL</u>							
FOUR PAWS	819113840	02/05/96	819113840	12/15/98	12/15/08	REGISTERED	46940BRO
3.2 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN AND COAT CONDITIONERS.							
<u>CANADA</u>							
FOUR PAWS	799,331	12/08/95	481719	08/27/97	08/27/12	REGISTERED	46940CAO
- PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN AND COAT CONDITIONERS AND ALL OTHER PET GOODS							
<u>CHILE</u>							
FOUR PAWS						MAILED	46940CLO
3 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN AND COAT CONDITIONERS.							
<u>COLOMBIA</u>							
FOUR PAWS	95-061,410	12/26/95				PENDING	46940C00
3 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN AND COAT CONDITIONERS.							
FOUR PAWS AND GRAPHIC DESIGN	93-416290	02/11/93	159120	04/28/94	04/28/04	REGISTERED	4E856C00
- ALL GOODS IN CLASS 3.							
FOUR PAWS AND GRAPHIC DESIGN	93-416294	02/11/93	159118	04/28/94	04/28/04	REGISTERED	4E856C01
- ALL GOODS IN CLASS 18.							
FOUR PAWS AND GRAPHIC DESIGN	93-416317	02/11/93	158230	04/28/94	04/28/04	REGISTERED	4E856C02
- ALL GOODS IN CLASS 20.							
FOUR PAWS AND GRAPHIC DESIGN	93-416316	02/11/93	159116	05/17/94	05/17/04	REGISTERED	4E856C03
- ALL GOODS IN CLASS 21.							
FOUR PAWS AND GRAPHIC DESIGN	93-416305	02/11/93	158227	02/11/93	02/11/03	REGISTERED	4E856C04
<u>COSTA RICA</u>							
FOUR PAWS	6144-98	08/20/98	112646	03/23/99	03/23/09	REGISTERED	46940CRO
3 - PET COLOGNE, PET SHAMPOO, PET SHAMPOO AND DEODORANT, TANGLE REMOVER FOR PET FUR, AND SKIN AND COAT CONDITIONER FOR PETS.							
<u>ECUADOR</u>							
FOUR PAWS	64415	01/04/96	2796-97	09/16/97	09/16/07	REGISTERED	46940ECO
3 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER, PET SKIN AND COAT CONDITIONERS							
<u>ITALY</u>							
FOUR PAWS	21894C/85	09/27/85	447480	09/22/86	09/27/05	REGISTERED	46940ITO
3 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN & COAT CONDITIONERS & ALL OTHER PET GOODS IN CL.3							
<u>JAPAN</u>							

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:32

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE	NEXT RENEWAL	STATUS	MATTER#
FOUR PAWS 4L - SHAMPOO & COLOGNE FOR ANIMALS	60-58720	06/10/85	2075579	08/29/88	08/29/08	REGISTERED	46940JP0
<u>MEXICO</u>							
FOUR PAWS 3 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER, PET SKIN AND COAT CONDITIONERS AND ALL OTHER PET GOODS IN INTL CLASS 3.	250,440	12/14/95	548550	05/22/97	12/14/05	REGISTERED	46940MX0
<u>PERU</u>							
FOUR PAWS 3 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN AND COAT CONDITIONERS AND ALL OTHER PET GOODS IN CLASS 3.	015820	07/12/96	29949	10/09/96	10/09/06	REGISTERED	46940PE0
<u>SINGAPORE</u>							
FOUR PAWS 3 - SOAPS, SHAMPOOS, DEODORANTS, CONDITIONERS, COLOGNE, ALL FOR PETS	4528/85	10/03/85	B4528/85	10/03/85	10/03/02	REGISTERED	46940SG0
<u>SOUTH KOREA</u>							
FOUR PAWS L12 - PET COLOGNE, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN & COAT CONDITIONERS.	96-2132	01/20/96	360438	04/22/97	04/22/07	REGISTERED	46940KR0
FOUR PAWS L13 - SHAMPOO, TOILET SOAP, POWDERED SOAP, CLEANING LIQUID, HAIR RINSE, MOUTH WASH, BATH SOAP, MEDICATED SOAP, LIQUID SOAP, INDUSTRIAL SOAP, CLEANSER, TOOTH-PASTE, TOOTH BRUSH CASE, TOOTH BRUSH, TOOTH POWDER.	96-2133	01/20/96	362661	05/21/97	05/21/07	REGISTERED	46940KR1
<u>TAIWAN</u>							
FOUR PAWS 3 - PET COLOGNE, SHAMPOO, DEODORANT, PET SKIN AND COAT CONDITIONERS, STAIN REMOVERS, MOUTH SPRAY (CLEANING AGENT).	87-1238	01/09/98				PENDING	46940TW0
FOUR PAWS 5 - DIETARY FOOD SUPPLEMENT FOR ANIMALS, PET REPELLENT, TREE AND SHRUB REPELLENT, INSECT REPELLENT, SANITARY PADS, SANITARY PANTS, PADS FOR COLLECTION OF PET URINE, PUPPY HOUSEBREAKING SUBSTANCE, HAIR BALL REMOVER, CAT-NIP SPRAY STYPTIC PREPARATIONS AND CALCIUM POWDER FOR PETS; MEDICATED ANTIMATING SPRAY FOR PETS AND PET VITAMINS, INSECTICIDES.	87-1239	01/09/98				PENDING	46940TW1
FOUR PAWS 6 - NON-MECHANICAL METAL SECURITY SIGNS.	8701240	01/09/98	841452	03/01/99	03/01/09	REGISTERED	46940TW2
FOUR PAWS 8 - SCOOPERS FOR PET WASTES.	87-1241	01/09/98				PENDING	46940TW3
FOUR PAWS 10 - KITS USED FOR NURSING PETS, PET FEEDERS	87-1242	01/09/98	847335	04/16/99	04/16/09	REGISTERED	46940TW4
FOUR PAWS 18 - PET HOUSE BREAKING PADS, PET LEADS AND HARNESSSES	87-1243	01/09/98				PENDING	46940TW5
FOUR PAWS 22 - GRASS MATS FOR PETS	8701244	01/09/98				PENDING	46940TW6
FOUR PAWS & DESIGN WITH CHINESE CHARACTERS 46 - HAIR COMBS, COMBS FOR DOGS AND CATS, COMBS FOR DOG HAIR	(76)039679	07/24/87	420636	11/16/88	11/16/08	REGISTERED	46688TW0
FOUR PAWS & DESIGN WITH CHINESE CHARACTERS 80 - HAIR COMB, COMBS FOR DOG AND CAT, COMB FOR DOG HAIR	(76)039680	07/24/87	390791	02/01/88	02/01/08	REGISTERED	46688TW1
MAGIC COAT	87-1237	01/09/98	832583	01/01/99	01/01/09	REGISTERED	40288TW0

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:34

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE	NEXT RENEWAL	STATUS	MATTER#
3 - ANIMAL SHAMPOO.							
<u>UNITED KINGDOM</u>							
FOUR PAWS	1251277	10/01/85	B1251277	10/01/85	10/01/06	REGISTERED	46940GB0
3 - PET PRODUCTS							
<u>UNITED STATES</u>							
ALL THAT GLITTERS	487,364	06/28/84	1,340,721	06/11/85	06/11/05	REGISTERED	3C920US0
18 - PET COLLARS AND CHOKES							
BITTER LIME	680,568	06/27/89	1,545,860	06/27/89	06/27/09	REGISTERED	33800US0
5 - SUBSTANCE APPLIED TO BODY PARTS OF A PET TO DISCOURAGE ORAL CONTACT							
BREATH TREAT	74/710,700	08/03/95	2,054,041	04/22/97	04/22/07	REGISTERED	3B584US0
3 - BREATH FRESHENER FOR PETS							
BUNNY BATH	74/250,801	02/28/92	1,728,819	11/03/92	11/03/02	REGISTERED	38995US0
003 - NON-MEDICATED, NON-VETERINARY PET GROOMING PREPARATION NAMELY, A RABBIT SHAMPOO AND DEODORIZER							
COLORS BY MUSTANG	74/437,276	09/20/93	1,849,921	08/16/94	08/16/04	REGISTERED	3C917US0
18 - PET COLLARS AND CHOKES							
CRYSTAL EYE	74/278,064	05/21/92	1,746,722	01/19/93	01/19/03	REGISTERED	39150US0
003 - TEAR STAIN REMOVER FOR PETS							
DOGGIE DOO BAGS	75/717,183	05/28/99				PENDING	3F579US0
16 - PET SCOOP UP BAGS							
FANCY PANTS	74/544,617	07/01/94	1,961,431	03/12/96	03/12/06	REGISTERED	3A904US0
18 - SANITARY PRODUCTS FOR PETS, NAMELY PADS; IN THE NATURE OF COTTON PANTS LINED WITH PLASTIC							
FEATHER BRITE	74/487,574	02/07/94	1,907,005	07/25/95	07/25/05	REGISTERED	3A511US0
3 - PET PRODUCTS; NAMELY, BIRD BATH AND SHAMPOO							
FERRET COAT	74/522,606	05/10/94	1,990,506	07/30/96	07/30/06	REGISTERED	3A773US0
5 - PET AIDS, NAMELY FOOD SUPPLEMENTS FOR ANIMALS							
FERRET GLOW	680,569	08/25/87	1,485,917	04/26/88	04/26/08	REGISTERED	33799US0
5 - PET SHAMPOO AND DEODORIZER FOR USE WITH FERRETS							
FLASHY PANTS	75/238,916	02/10/97	2,183,551	08/25/98	08/25/08	REGISTERED	3D431US0
18 - SANITARY PRODUCTS FOR PETS, NAMELY, PROTECTIVE ELASTIC PANTS FOR ANIMALS							
FLEA CATCHER	74/243,254	02/04/92	1,733,112	11/17/92	11/17/02	REGISTERED	38906US0
021 - PET GROOMING AID, NAMELY COMBS							
FLEX CABLE	75/754,542	07/19/99				PENDING	3F687US0
18 - PET TIE UP CABLE							
FOUR PAWS	542,459	06/11/85	1,420,727	12/16/86	12/16/06	REGISTERED	32843US0
3 - STAIN REMOVER PET CARE PRODUCTS, NAMELY TREE AND SHRUB REPELLANT...NON-MECHANICAL...SIGNS...METAL SCOOPER...							
FOUR PAWS	107,103	11/19/76	1,353,554	08/13/85	08/13/05	REGISTERED	36940US0
3 - PET COLOGNE, PET SHAMPOO, PET SHAMPOO AND DEODORANT, TANGLE REMOVER FOR PET FUR, AND SKIN AND COAT...							
5 - N/A							
FOUR PAWS and Design	361,055	05/27/70	925,222	12/07/71	12/07/01	REGISTERED	30222US0
3 - CANINE COLOGNE							
Four Paws Design	542,458	06/11/85	1,419,662	12/09/86	12/09/06	REGISTERED	32842US0
3 - PET PRODUCTS, NAMELY SHAMPOO, TANGLE REMOVER...PET CARE PRODUCTS, NAMELY PET REPELLENT...SCOOPERS...PET NURSER KITS...							
5 - N/A							

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:39

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE	NEXT RENEWAL	STATUS	MATTER#
FRESH ESSENCE 3 - PET SHAMPOO	486,421	06/22/84	1,331,556	04/23/85	04/23/05	REGISTERED	32744US0
GOOD 'N PLENTY 21 - PET FOOD DISPENSER	641,737	01/28/87	1,483,490	04/05/88	04/05/08	REGISTERED	33325US0
GOOD-BY TANGLES 3 - COMPOSITION FOR REMOVING MATS AND TANGLES FROM COATS OF PET S	443,243	12/08/72	1,024,004	10/28/75	10/28/05	REGISTERED	30358US0
GROOMER'S DREAM 21 - PET GROOMING AIDS, NAMELY, BRUSHES AND COMBS	75/391,321	11/17/97	2,258,848	07/06/99	07/06/09	REGISTERED	3E178US0
GROOMER'S TOUCH 021 - PET GROOMING AIDS; NAMELY, BRUSHES	74/267,959	04/21/92	1,797,036	10/05/93	10/05/03	REGISTERED	39089US0
HAND GUARD 008 - PET LITTER SCOOPER	243,253	02/04/92	1,721,448	10/06/92	10/06/02	REGISTERED	38907US0
JODI 006 - PVC COVERED METAL PET TIE OUT CABLES; TROLLEY EXERCISERS COMPRISED OF PVC COVERED METAL TIE OUT CABLES AND PULLEYS, SOLD AS A UNIT 016 - COVERS FOR AQUARIUMS 018 - HOUSEBREAKING PADS OF FABRIC AND PLASTIC FOR PUPPIES	74/334,340	11/24/92	1,869,211	12/27/94	12/27/04	REGISTERED	39433US0
KEEP OFF 5 - DOG AND CAT REPELLANT	516,737	01/09/85	1,432,661	03/17/87	03/17/07	REGISTERED	32876US0
KITTYCAT GRASS 31 - EDIBLE PLANTS FOR CATS	065,985	06/05/90	1,650,290	07/09/91	07/09/01	REGISTERED	37343US0
KWIK PIK 21 - PET SCOOPING DEVICE	75/826,037	10/15/99				PENDING	3F869US0
LICKIN' GOOD 3 - PET BREATH FRESHENER	75/722,514	06/09/99				PENDING	3F591US0
LOVE GLOVE 21 - PET GROOMING AID, NAMELY A BRUSH	75/006,840	10/17/95	2,001,517	09/17/96	09/17/06	REGISTERED	3B727US0
MAGIC COAT 3 - ANIMAL SHAMPOO	446,054	01/15/73	973,591	11/20/73	11/20/03	REGISTERED	30288US0
MAGIC PET HAIR REMOVER 3 - PET CARE PRODUCTS, NAMELY, PET BRUSHES FOR REMOVING PET HAIR FROM CARPETS , FURNITURE, CLOTHING, AUTO INTERIORS AND PET BEDS	75/478,993	05/04/98	2,348,097	05/09/00	05/09/10	REGISTERED	3E690US0
MIRACLE MALT 5 - MEDICATION FOR CATS FOR THE ELIMINATION OF HAIR BALLS	319,840	07/20/81	1,217,264	11/23/82	11/23/02	REGISTERED	31672US0
MP DURA-BRAID MUSTANG PRODUCTS, INC. 18 - PET COLLARS, CHOKES AND LEADS	483,319	06/04/84	1,335,527	05/14/85	05/14/05	REGISTERED	3C918US0
MP SOFTWEAVE MUSTANG PRODUCTS, INC. & Design 18 - PET COLLARS, CHOKES AND LEADS	73/483,320	06/04/84	1,335,528	05/14/85	05/14/05	REGISTERED	3C919US0
NATURE BARK 18 - PET PRODUCTS; NAMELY, BEDDING FOR REPTILES	74/493,312	02/22/94	1,908,470	08/01/95	08/01/05	REGISTERED	3A565US0
NATURE'S HEAT 011 - UNDER TANK HEATERS	240,222	01/24/92	1,727,384	10/27/92	10/27/02	REGISTERED	38878US0
NATURE'S RAIN 3 - PET PRODUCTS, NAMELY, NONMEDICATED PET SHAMPOO 5 - PET PRODUCTS, NAMELY, MEDICATED PET SHAMPOO	74/502,462	03/21/94	1,879,467	02/21/95	02/21/05	REGISTERED	3A618US0
NATURE'S REPTILE VITASPRAY 3 - VITAMIN SUPPLEMENT SPRAY FOR REPTILES	74/397,667	06/02/93	1,925,022	10/10/95	10/10/05	REGISTERED	39701US0
NATUREBED 031 - CORE FIBER CHIPS USED FOR LINING REPTILE TANKS	75/576,920	10/26/98				PENDING	3F136US0
NIGHT FLASHER 75/659,334	75/659,334	03/15/99	2,335,461	03/28/00	03/28/10	REGISTERED	3F360US0

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:44

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE	NEXT RENEWAL	STATUS	MATTER#
18 - REFLECTIVE CORD REELS FOR TETHERING PETS NO PULL	74/339,373	12/11/92	1,822,770	02/22/94	02/22/04	REGISTERED	39449US0
018 - HALTERS FOR DOMESTICATED ANIMALS PEE PEE PADS	791,356	04/04/89	1,572,835	12/26/89	12/26/09	REGISTERED	34007US0
5 - HOUSEBREAKING PADS FOR DOGS PET AID	74/287,256	06/19/92	1,759,420	03/23/93	03/23/03	REGISTERED	39196US0
005 - MEDICATED ANTI-ITCH SPRAY FOR USE IN PETS PET SELECT	74/278,386	05/26/92	1,822,025	02/15/94	02/15/04	REGISTERED	3C916US0
18 - PET COLLARS, CHOKES AND LEADS QUICK & EASY	75/420,963	01/21/98	2,253,053	06/15/99	06/15/09	REGISTERED	3E028US0
20 - PILL DISPENSERS, SOLD EMPTY QUICK-FIT	74/212,593	10/10/91	1,729,364	11/03/92	11/03/02	REGISTERED	38647US0
18 - MUZZLES REPTI-SCOOP	75/213,491	12/16/96	2,116,307	11/25/97	11/25/07	REGISTERED	3D232US0
21 - PET WASTE RETRIEVAL SCOOP RING AROUND THE TREE	74/245,258	02/07/92	1,737,969	12/08/92	12/08/02	REGISTERED	38927US0
06 - PORTABLE TIE UP CABLE FOR DOGS ROAM-ABOUT	465,689	02/14/84	1,318,896	02/12/85	02/12/05	REGISTERED	32630US0
6 - PET RESTRAINING DEVICES-NAMELY, DOG TIE-OUT STAKES ROUGH & RUGGED	75/541,924	08/24/98	2,279,391	09/21/99	09/21/09	REGISTERED	3E996US0
28 - DOG TOYS RUFF N RUGGED	75/393,765	11/20/97	2,294,695	11/23/99	11/23/09	REGISTERED	3E192US0
28 - DOG TOYS SHED 'N BLADE	561,006	09/30/85	1,393,810	05/20/86	05/20/06	REGISTERED	33117US0
8 - HAND TOOL FOR REMOVING LOOSE HAIR FROM THE COATS OF DOMESTIC ANIMALS SILVER TOUCH	762,475	11/07/88	1,540,549	05/23/89	05/23/09	REGISTERED	34223US0
21 - PET GROOMING BRUSH SMOOTH TOUCH	74/512,280	04/08/94	1,904,471	07/11/95	07/11/05	REGISTERED	3A714US0
21 - PET GROOMING AIDS, NAMELY BRUSHES SOFT'N SILKY	22,140	05/22/74	1,023,029	10/21/75	10/21/05	REGISTERED	30614US0
3 - ANIMAL COAT AND SKIN CONDITIONER SUPER CATNIP	643,346	02/06/87	1,519,416	01/03/89	01/03/09	REGISTERED	33326US0
5 - SPRAY CONTAINING AN EXTRACT OF CATNIP FOR USE ON SURFACES TO BE EXPOSED TO CATS SUPER CATNIP	796,650	04/25/89	1,612,600	09/11/90	09/11/10	REGISTERED	34218US0
5 - SPRAY INCLUDING AN EXTRACT OF CATNIP FOR USE ON SURFACES TO BE EXPOSED TO CATS TANIUM	75/394,430	11/21/97	2,260,553	07/13/99	07/13/09	REGISTERED	3E124US0
18 - PET PRODUCTS, NAMELY, LEASHES, DOG COLLARS AND ANIMAL LEASHES MADE OF CHAINS TENDER TOUCH	762,489	11/07/88	1,540,550	05/23/89	05/23/09	REGISTERED	34222US0
21 - PET GROOMING BRUSH THE ALLEN SCOOPER	74/599,011	11/14/94	1,940,882	12/12/95	12/12/05	REGISTERED	3B157US0
21 - PET WASTE RETRIEVAL SCOOP THE PROTECTOR	113,042	01/18/77	1,124,832	09/11/79	09/11/09	REGISTERED	30941US0
5 - INSECT REPELLENT FOR ANIMALS ULTRA COMB	74/267,958	04/21/92	1,800,127	10/19/93	10/19/03	REGISTERED	39088US0
021 - COMBS FOR PETS ULTRA WEAVE	74/171,313	05/29/91	1,696,096	06/23/92	06/23/02	REGISTERED	3C914US0
18 - PET COLLARS, CHOKES AND LEADS							

FOUR PAWS PRODUCTS, LTD. (3330) ACTIVE TRADEMARK REPORT

DATE: 08/04/00 TIME: 13:32:48

TRADEMARK	APPLICATION#	FILE DATE	REGISTRATION	REG DATE	NEXT RENEWAL	STATUS	MATTER#
VITA-SPRAY 005 - VITAMIN SUPPLEMENT SPRAY FOR REPTILES	74/450,362	10/20/93	1,856,527	10/04/94	10/04/04	REGISTERED	3A093US0
WEE-WEE PADS 18 - HOUSEBREAKING PADS FOR DOGS	689,662	10/13/87	1,492,254	06/14/88	06/14/08	REGISTERED	33880US0
<u>URUGUAY</u>							
FOUR PAWS 3 - 5 - 6 - 10 - 18 - 22 -	297.741	08/20/97	297741	07/08/98	07/08/08	REGISTERED	46940UY0
MAGIC COAT 3 - ANIMAL SHAMPOO; all goods in Class 3.	297.740	08/20/97				PENDING	40288UY0
<u>VENEZUELA</u>							
FOUR PAWS 5 - PET COLOGNE, SHAMPOO, DEODORANT, PET FUR TANGLE REMOVER; PET SKIN AND COAT CONDITIONERS.	20.624.95	12/21/95				PENDING	46940VE0

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

None

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

On this ____ day of December, 2000, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of FOUR PAWS PRODUCTS, LTD., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public