

04-17-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼

102057174 ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Pet Life Foods, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
xxx  Corporation-State Illinois  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
xxx  Other Patent, Trademark and License Mortgage  
June 21, 1999  
Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)  
Name: LaSalle Business Credit, Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: 135 S. LaSalle St.  
City: Chicago State: IL Zip: 60603

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
xxx  Corporation-State Delaware  
 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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
See attached Exhibit B

B. Trademark Registration No.(s)  
See attached Exhibit B

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Elizabeth J. Burns  
Internal Address: Latham & Watkins  
233 S. Wacker Dr. Suite 5800  
Sears Tower  
Street Address: \_\_\_\_\_  
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 50.00  
xxx  Enclosed  
xxx  Authorized to be charged to deposit account

8. Deposit account number:  
50-1125  
(Attach duplicate copy of this page if paying by deposit account)

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.*

Elizabeth Burns                              Elizabeth Burns                              4-3-01  
Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

(04/16/2002 JJALLAH2 00000037 501125 73630346)  
01 FC:481                              40.00 OP  
02 FC:482                              15.00 CH                              510.00 OP

TRADEMARK  
REEL: 002485 FRAME: 0332

## INTELLECTUAL PROPERTY

PET LIFE FOODS, INC.  
 TRADEMARKS  
 (04/20/98)

Mark Classes	Ctry	Case No. Forgn No.	Status	Serial No. Filing Date	Reg. No Date	Goods	Remarks
"Treater's" 31	USA	2834710074 10074 Q	Registered	73/638346 01/05/87	1461227 10/13/87	Dog Food	Renewal due October 13, 2007
Burglar Configuration 31	USA	2834710074 10074 Y	Registered	74/034301 03/05/90	1657561 09/17/91	Dog Food	Renewal due September 17, 2001
Cat Life 31	USA	2834710074 10074 E	Registered	73/803381 05/30/89	1594475 05/01/90	Pet Foods	Renewal due May 1, 2000
<del>Cat Life 31</del>	<del>USA</del>	<del>2834710074 10074 P</del>	<del>Abandoned</del>	<del>73/283365 10/27/80</del>	<del>1190887 02/23/82</del>	<del>Pet Foods</del>	<del>Abandoned. No individual trademark file</del>
Dog Catcher Configuration 31	USA	2834710074 10074 W	Registered	74/029703 02/16/90	1651611 07/23/91	Dog Food	Renewal due July 23, 2001
Dog Life and Design 31	USA	2834710074 10074 I	Registered	71/615282 06/16/51	577878 07/28/53	Kibbled Dog Food, Dog Biscuits and Dog Meal	Renewal due July 28, 2003
Dog Life Tasty Vittles & Design 31	USA	2834710074 10074 N	Registered	72/117362 04/07/61	748854 04/30/63	Dog Food	Renewal due April 30, 2003
Doggie Dogs 31	USA	2834710074 10074 T	Registered	73/557260 09/09/85	1438257 04/28/87	Dog Food	Renewal due April 28, 2007
Doggie Donuts 31	USA	2834710074	Registered	73/410596 01/24/83	1273795 04/10/84	Dog Biscuits	Renewal due April 10, 2004
Doggie Franks 31	USA	2834710074 10074 S	Registered	73/557262 09/09/85	1438258 04/28/87	Dog Food	Renewal due April 28, 2007

Mark Classes	Ctry	Case No. Forgn No.	Status	Serial No. Filing Date	Reg. No Date	Goods	Remarks
Hi-Life & Design 31	USA	2834710074 10074 F	Registered	71/425255 11/04/39	389548 08/12/41	Canned Dog Food	Renewal due August 12, 2001
<del>Hi-Life &amp; Design 31</del>	<del>USA</del>	<del>2834710074 10074 G</del>	<del>Renewal Refused</del>	<del>71/644303 03/27/53</del>	<del>583202 12/01/53</del>	<del>Canned Dog Food and Canned Cat Food</del>	<del>Renewal refused. New application with current design filed</del>
<del>Lolli Pups</del>	<del>CAN</del>	<del>2834710074 10074 C</del>	<del>Registered</del>	<del>378722 09/12/74</del>	<del>209689 09/26/75</del>	<del>Dog Food</del>	<del>Renewal due September 26, 2005</del>
Lolli-Pups and Design 46	USA	2834710074 10074 H	Registered	71/626044 03/06/52	569205 01/13/53	Dog Food  Pet	Renewal due January 13, 2003
	<del>Mex</del>	<del>559927</del>	<del>Registered</del>	<del>4/24/96</del>	<del>9/30/97</del>	<del>Treats</del>	<del>Renewal due 4/23/2006</del>
Mailman Configuration 31	USA	2834710074 10074 V	Registered	74/029725 02/16/90	1667782 12/10/91	Dog Food	Renewal due December 10, 2001
<del>Meal 'N Gravy (Stylized) 31</del>	<del>USA</del>	<del>2834710074 10074 M</del>	<del>Abandoned</del>	<del>72/182948 12/13/63</del>	<del>802464 01/18/66</del>	<del>Dog Food</del>	<del>Abandoned. No individual trademark file</del>
Milkman Configuration 31	USA	2834710074 10074 X	Registered	74/029705 02/16/90	1651612 07/23/91	Dog Food	Renewal due July 23, 2001
My Doggie's Bag 16	USA	2834710074 10074 R	Registered	73/638283 01/05/87	1460847 10/13/87	Disposable Plastic Bags for use w/Pet Products	Renewal due October 13, 2007
<del>Reanut Configuration 31</del>	<del>USA</del>	<del>2834710074 10074 Z</del>	<del>Abandoned</del>	<del>74/053337 04/26/90</del>		<del>Dog Food</del>	<del>Abandoned</del>
People Crackers 31	USA	2834710074 10074 A	Registered	72/247687 06/09/66	843886 02/06/68	Dog Food	Supplemental Register. Renewal due February 6, 2008

Mark Classes	Ctry	Case No. Forn No.	Status	Serial No. Filing Date	Reg. No Date	Goods	Remarks
People Crackers 31	USA	2834710074 10074 D	Registered	73/802642 05/25/89	1593298 04/24/90	Dog Food	Renewal due April 24, 2000
<del>31</del>	<del>Mex</del>	<del>269749</del>	<del>Registered</del>	<del>04/24/96</del>	<del>552254</del>	<del>Pet treats</del>	<del>Renewal due April 24, 2006</del>
Pet Life 31	USA	2834710074 10074 J	Registered	72/321933 03/17/69	898846 09/15/70	Canned Dog and Cat Food	Renewal due September 15, 2000
<del>31</del>	<del>Mex</del>	<del>269748</del>	<del>Registered</del>	<del>04/24/96</del>	<del>552253</del>	<del>Dog food, cat food and pet treats</del>	<del>Renewal due April 24, 2006</del>
Policeman Configuration 31	USA	2834710074 10074 U	Registered	74/029706 02/16/90	1649626 07/02/91	Dog Food	Renewal due July 2, 2001
Say "Cheese" and Design 30	USA	2834710074 10074 B	Registered	72/250988 07/25/66	848256 04/30/68	Cheese Crackers	Renewal due April 30, 2008. Registration owned by Midwest Biscuit Company and Licenced to Pet Life Foods, Inc.*
<del>Tender Tips 31</del>	<del>USA</del>	<del>2834710074 10074 L</del>	<del>Abandoned</del>	<del>72/185229 01/23/64</del>	<del>780015 11/10/64</del>	<del>Canned Dog Food</del>	<del>Abandoned. No individual trademark file</del>
<del>Tender Tips 31</del>	<del>USA</del>	<del>2834710074 10074 O</del>	<del>Abandoned</del>	<del>73/520262 03/28/85</del>	<del>1362283 09/24/85</del>	<del>Dog Food</del>	<del>Abandoned</del>
Trail Call 31	USA	2834710074 10074 K	Registered	72/256735 10/19/66	889124 04/07/70	Dry Dog Food	Renewal due April 7 2000
Dog Head Logo 31	USA		Registered	74/457007 11/12/93	1882414 03/07/95	Dog Meal, Kibbled Dog Food, Dog Biscuits and Dog Treats	Sections 8 & 15 Affidavits due March 7, 2001 Renewal due March 7, 2005

Mark Classes	Ctry	Case No. Forgn No.	Status	Serial No. Filing Date	Reg. No Date	Goods	Remarks
Cat Head Logo 31	USA		Registered	74/461386 11/12/93	1859904 10/25/94	Cat Food	Sections 8 & 15 Affidavits due October 25, 2000 Renewal due October 25, 2004
Hi-Life 31	USA		Registered	74/465631 12/06/93	1878815 02/14/95	Dog and Cat Food, Dog Meal, Dog Biscuits and Dog Treats	Sections 8 & 15 Affidavits due February 14, 2001 Renewal due February 14, 2005

\*Pet Life's license, dated December 2, 1983, of the Say "Cheese" trademark owned by Midwest Biscuit Company grants Pet Life the perpetual, exclusive, royalty free right to use such mark for pet food products in the United States and elsewhere

ASSUMED NAMES:

Orleans Dog Candy Co.

Hi-Life Packing Company

Dog Life

Cat Life

152649\_1

## PATENT, TRADEMARK AND LICENSE MORTGAGE

**THIS PATENT, TRADEMARK AND LICENSE MORTGAGE** ("Mortgage") made as of this 21 day of June, 1999, by **PET LIFE FOODS, INC.**, an Illinois corporation, with its principal place of business at 7628 Plaza Court, Willowbrook, IL 60521 ("Mortgagor"), in favor of **LASALLE BUSINESS CREDIT, INC.**, with an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Mortgagee"):

### WITNESSETH:

**WHEREAS**, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement ("Security Agreement") and other related loan documents of even date herewith (collectively, with the Security Agreement, "Loan Agreements"), which Loan Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreements.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's "Liabilities" (as defined in the Security Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the specific license agreements, upon the occurrence of an "Event of Default" (as defined in the Security Agreement) all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the

“Patents”);

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred individually as a “Trademark” and, collectively, as “Trademarks”);

(iii) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor’s rights thereunder are referred to collectively as “Licenses”); and

(iv) the goodwill of Mortgagor’s business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) To the best of its knowledge, the Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been cancelled, in whole or in part, and are presently subsisting;

(ii) To the best of its knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(v) Mortgagor has the right to execute and deliver this Mortgage and perform its terms and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

4. Restrictions on Future Agreements. Mortgagor agrees that until Mortgagor's Liabilities shall have been satisfied in full and the Loan Agreements shall have been terminated, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee which consent shall not be unreasonably withheld, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (solely with respect to the Patents and the Tradenames), which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full or before the Loan Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) Mortgagor's Liabilities have been paid in full and the Loan Agreements have been terminated. Upon the occurrence of an Event of Default and foreclosure by Mortgagee, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Mortgagee hereby grants to Mortgagor the exclusive, right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7, without the prior written consent of Mortgagee which consent shall not unreasonably withheld. From and after the occurrence of an Event of Default and upon written



notice from Mortgagor, Mortgagor's license with respect to the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate forthwith, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any of the jurisdictions in which the Patents, Trademarks or Licenses may be located.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Liabilities and termination of the Loan Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreements.

9. Duties of Mortgagor. To the extent that any patent, trademark or service mark has material economic value, Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until Mortgagor's Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

10. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

11. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in

any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Mortgagor's Liabilities shall have been paid in full and the Security Agreement, including any amendments thereto, has been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

15. Binding Effect; Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

16. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreements.

[signature page follows]

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

ATTEST:

PET LIFE FOODS, INC.,

Title: Asst Sec

By: Alan D Brown

Title: CHAIRMAN

AGREED AND ACCEPTED this 21 day  
of June, 1999

LASALLE BUSINESS CREDIT, INC.

By: William A. Stapp

Title: F.V.P.

THIS INSTRUMENT PREPARED BY AND  
AFTER FILING RETURN TO:

Jennifer P. Kotler, Esq.  
Latham & Watkins  
5800 Sears Tower  
Chicago, Illinois 60606

**ACKNOWLEDGMENT**

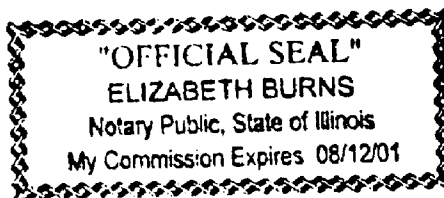
STATE OF Illinois )  
  ) SS  
COUNTY OF DuPage )

The foregoing Patent, Trademark and License Mortgage was executed and acknowledged before me this 21 day of June, 1999, by Alan O. Brown and Steven Smathers, personally known to me to be the Chairman and ASST. Sec., respectively, of BORROWER, an Illinois corporation, on behalf of such corporation.

Elizabeth Burns  
Notary Public

DuPage County, Illinois

My Commission expires:



**ACKNOWLEDGMENT**

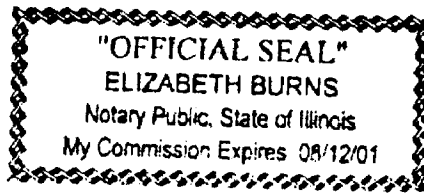
STATE OF Illinois )  
  ) SS  
COUNTY OF DuPage )

I, Elizabeth Burns, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT William Stapel, the First Vice President of LaSalle Business Credit, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of June, 1999.

Elizabeth Burns  
\_\_\_\_\_  
Notary Public  
  
DuPage County, Illinois

My Commission expires:  
  
\_\_\_\_\_



Pet Life Foods  
Patents, Trademarks and Licenses  
Exhibit (A)

PATENTS - NONE

Exhibit B

List of Trademarks

See Exhibit A attached hereto.

In addition, Pet Life's day-to-day business utilizes several hundred private labels and proprietary marks, which are owned or licensed by its customers and in which Pet Life has no ownership interest.

PetLife Magazine, an unrelated entity published by Magnolia Media Group of Ft. Worth, Texas, has an agreement with the Company that Pet Life will not object to the use of the name "Pet Life" by the magazine, in exchange for a modest amount of free advertising, several free copies of each issue, and a disclaimer on the masthead of each issue which reads

"PETLIFE MAGAZINE is not affiliated with Pet Life Foods, Inc.,  
Dog Life Packing Company or Cat Life Packing Company."

On June 3, 1999, the Company filed trademark applications to register the marks **HEARTY STEAKS™**, **DOGGIE STEAKS™** and a **DOG BODY LOGO**. These applications are currently pending.

**PET LIFE FOODS, INC.  
TRADEMARKS**

Mark Classes	Ctry	Case No. Forgn No.	Status	Serial No. Filing Date	Reg. No Date	Goods	Remarks
"Treater's" 31	USA	2834710074 10074 Q	Registered	73/638346 01/05/87	1461227 10/13/87	Dog Food	Renewal due October 13, 2007
Burglar Configuration 31	USA	2834710074 10074 Y	Registered	74/034301 03/05/90	1657561 09/17/91	Dog Food	Renewal due September 17, 2001
Cat Life 31	USA	2834710074 10074 E	Registered	73/803381 05/30/89	1594475 05/01/90	Pet Foods	Renewal due May 1 2000
Cat Life 31	USA	2834710074 10074 P	Abandoned	73/283366 10/27/80	1190887 02/23/82	Pet Foods	Abandoned. No individual trademark file
Dog Catcher Configuration 31	USA	2834710074 10074 W	Registered	74/029703 02/16/90	1651611 07/23/91	Dog Food	Renewal due July 23, 2001
Dog Life and Design 31	USA	2834710074 10074 I	Registered	71/615282 06/16/51	577878 07/28/53	Kibbled Dog Food, Dog Biscuits and Dog Meal	Renewal due July 28, 2003
Dog Life Tasty Vittles & Design 31	USA	2834710074 10074 N	Registered	72/117362 04/07/61	748854 04/30/63	Dog Food	Renewal due April 30, 2003
Doggie Dogs 31	USA	2834710074 10074 T	Registered	73/557260 09/09/85	1438257 04/28/87	Dog Food	Renewal due April 28, 2007
Doggie Donuts 31	USA	2834710074	Registered	73/410596 01/24/83	1273795 04/10/84	Dog Biscuits	Renewal due April 10, 2004
Doggie Franks 31	USA	2834710074 10074 S	Registered	73/557262 09/09/85	1438258 04/28/87	Dog Food	Renewal due April 28, 2007
Hi-Life & Design 31	USA	2834710074 10074 F	Registered	71/425255 11/04/39	389548 08/12/41	Canned Dog Food	Renewal due August 12, 2001



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Hi-Life & Design 31	USA	2834710074 10074 G	Renewal Refused	71/644303 03/27/53	583202 12/01/53	Canned Dog Food and Canned Cat Food	Renewal refused. New application with current design filed
Lolli-Pups	CAN	2834710074 10074 C	Registered	378722 09/12/74	209689 09/26/75	Dog Food	Renewal due September 26, 2005
Lolli-Pups and Design 46	USA	2834710074 10074 H	Registered	71/626044 03/06/52	569205 01/13/53	Dog Food	Renewal due January 13, 2003
	Mex	559927	Registered	4/24/96	9/30/97	Pet Treats	Renewal due 4/23/2006
Mailman Configuration 31	USA	2834710074 10074 V	Registered	74/029725 02/16/90	1667782 12/10/91	Dog Food	Renewal due December 10, 2001
Meal 'N Gravy (Stylized) 31	USA	2834710074 10074 M	Abandoned	72/182948 12/13/63	802464 01/18/66	Dog Food	Abandoned. No individual trademark file
Milkman Configuration 31	USA	2834710074 10074 X	Registered	74/029705 02/16/90	1651612 07/23/91	Dog Food	Renewal due July 23 2001
My Doggie's Bag 16	USA	2834710074 10074 R	Registered	73/638283 01/05/87	1460847 10/13/87	Disposable Plastic Bags for use w/Pet Products	Renewal due October 13, 2007
Peanut Configuration 31	USA	2834710074 10074 Z	Abandoned	74/053337 04/26/90		Dog Food	Abandoned
People Crackers 31	USA	2834710074 10074 A	Registered	72/247687 06/09/66	843886 02/06/68	Dog Food	Supplemental Register. Renewal due February 6, 2008

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People Crackers 31	USA	2834710074 10074 D	Registered	73/802642 05/25/89	1593298 04/24/90	Dog Food	Renewal due April 24, 2000
31	Mex	260749	Registered	04/24/96	552254	Pet treats	Renewal due April 24, 2006
Pet Life 31	USA	2834710074 10074 J	Registered	72/321933 03/17/69	898846 09/15/70	Canned Dog and Cat Food	Renewal due September 15, 2000
31	Mex	260748	Registered	04/24/96	552253	Dog food, cat food and pet treats	Renewal due April 24, 2006
Policeman Configuration 31	USA	2834710074 10074 U	Registered	74/029706 02/16/90	1649626 07/02/91	Dog Food	Renewal due July 2, 2001
Say "Cheese" and Design 30	USA	2834710074 10074 B	Registered	72/250988 07/25/66	848256 04/30/68	Cheese Crackers	Renewal due April 30, 2008. Registration owned by Midwest Biscuit Company and Licensed to Pet Life Foods, Inc.
Tender Tips 31	USA	2834710074 10074 L	Abandoned	72/185229 01/23/64	780015 11/10/64	Canned Dog Food	Abandoned. No individual trademark file
Tender Tips 31	USA	2834710074 10074 O	Abandoned	73/529262 03/28/85	1362283 09/24/85	Dog Food	Abandoned
Trail Call 31	USA	2834710074 10074 K	Registered	72/256735 10/19/66	889124 04/07/70	Dry Dog Food	Renewal due April 7, 2000
Dog Head Logo 31	USA		Registered	74/457007 11/12/93	1882414 03/07/95	Dog Meal, Kibbled Dog Food, Dog Biscuits and Dog Treats	Sections 8 & 15 Affidavits due March 7, 2001 Renewal due March 7, 2005

Mark Classes	Ctry	Case No. Forgn No.	Status	Serial No. Filing Date	Reg. No Date	Goods	Remarks
Cat Head Logo 31	USA		Registered	74/461386 11/12/93	1859904 10/25/94	Cat Food	Sections 8 & 15 Affidavits due October 25, 2000 Renewal due October 25, 2004
Hi-Life 31	USA		Registered	74/465631 12/06/93	1878815 02/14/95	Dog and Cat Food, Dog Meal, Dog Biscuits and Dog Treats	Sections 8 & 15 Affidavits due February 14, 2001 Renewal due February 14, 2005

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