

12-06-2002



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

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

Tab settings

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

1. Name of conveying party(ies): The Hartz Mountain Corporation 12-2-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

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

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

Execution Date: October 14, 2002

2. Name and Address of receiving party(ies)
Name: BNP Paribas
Internal Address:
Street Address: 787 Seventh Avenue
City: New York State: NY Zip: 10019
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State:
Other French Bank
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) N/A
B. Trademark Registration No.(s)
2,571,957 2,572,024 2,570,402
2,572,025 2,472,430 2,376,796
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41): \$ 165.00
Enclosed
Authorized to be charged to deposit account
8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324
(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.
Dariel C. Glazer Signature November 25, 2002 Date
Total number of pages including cover sheet, attachments, and document: 12

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

12/05/2002 DBYRNE 00000020 2571957

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

NYDQCS04/360506 1

TRADEMARK REEL: 002629 FRAME: 0332

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1.

2. Name of conveying party(ies):

Hartz Mountain Corporation

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

3. Name of conveying party(ies):

HTZ Investment Corp.

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

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated October 14, 2002, is made by the Persons listed on the signature page hereof (the "*Grantors*") in favor of BNP Paribas, as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, The Hartz Mountain Corporation, a New Jersey corporation, has entered into a Credit Agreement dated as of December 29, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), as Borrower, with Hartz Mountain Corporation, a Delaware corporation, as the Parent Guarantor, the Lender Parties party thereto, UBS Warburg LLC as Joint Lead Arranger and Syndication Agent, and BNP Paribas, as Joint Lead Arranger, Initial Issuing Bank, Swing Line Bank and Administrative Agent for such Lender Parties. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered (i) that certain Security Agreement dated December 29, 2000 made by the Grantors and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and (ii) that certain Intellectual Property Security Agreement dated December 29, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantors' right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) The United States and foreign trademark and service mark registrations and applications set forth in Schedule A hereto (the "*Trademarks*");
- (ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iii) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantors now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE HARTZ MOUNTAIN
CORPORATION

By Max Marx

Name: MAX C. MARX

Title: CORPORATE VICE PRESIDENT-GENERAL COUNSEL

Address for Notices:
400 Plaza Drive
Spartanburg, NJ 07094

HARTZ MOUNTAIN CORPORATION

By Max Marx
Name: MAX C. MARX
Title: SECRETARY

Address for Notices:
400 Plaza Drive
Secaucus, NJ 07094

HTZ INVESTMENT CORP.

By Max Marx
Name: MAX C. MARX
Title: SECRETARY

Address for Notices:
400 Plaza Drive
Secaucus, NJ 07094

Schedule A**TRADEMARKS**

Grantor	Mark	Country	Reg. No.	Reg. Date
HTZ Investment Corp.	HARTZ ADVANCED CARE BRAND	United States	2,571,957	5/21/02
HTZ Investment Corp.	HARTZ ADVANCED CARE BRAND	United States	2,572,024	5/21/02
HTZ Investment Corp.	ADVANCED CARE	United States	2,570,402	5/14/02
HTZ Investment Corp.	HARTZ ADVANCED CARE	United States	2,572,025	5/21/02
HTZ Investment Corp.	HARTZ. EVERY PET'S BEST FRIEND.	United States	2,472,430	7/24/01
HTZ Investment Corp.	PRIME DELI	United States	2,376,796	8/15/00
The Hartz Mountain Corporation	ADVANCED CARE	Israel	140200	1/2/02
The Hartz Mountain Corporation	ADVANCED CARE	Mexico	650553	4/18/00
The Hartz Mountain Corporation	HARTZ	El Salvador	183 BOOK 136	8/14/01
The Hartz Mountain Corporation	HARTZ	El Salvador	143 BOOK 109	7/18/00
The Hartz Mountain Corporation	HARTZ	Israel	140533	11/12/01
The Hartz Mountain Corporation	HARTZ	Israel	140534	11/12/01
The Hartz Mountain Corporation	HARTZ	Israel	140535	11/12/01

The Hartz Mountain Corporation	HARTZ	Israel	140536	11/12/01
The Hartz Mountain Corporation	HARTZ	Israel	140537	11/12/01
The Hartz Mountain Corporation	HARTZ	Kuwait	32612	9/8/01
The Hartz Mountain Corporation	HARTZ	Kuwait	32685	9/8/01
The Hartz Mountain Corporation	HARTZ	Kuwait	32595	9/8/01
The Hartz Mountain Corporation	HARTZ	Kuwait	32733	9/8/01
The Hartz Mountain Corporation	HARTZ	Nicaragua	43224	3/16/00
The Hartz Mountain Corporation	HARTZ	Nicaragua	43225	3/16/00
The Hartz Mountain Corporation	HARTZ	Nicaragua	43526	4/3/00
The Hartz Mountain Corporation	HARTZ	Nicaragua	43527	4/3/00
The Hartz Mountain Corporation	HARTZ	Singapore	T00/0209A	1/7/00
The Hartz Mountain Corporation	HARTZ	Singapore	T00/00210E	1/7/00
The Hartz Mountain Corporation	HARTZ	Thailand	KOR112791	5/11/00
The Hartz Mountain Corporation	HARTZ	United Kingdom	2282911	3/15/02
The Hartz Mountain Corporation	HARTZ ADVANCED CARE	Chile	609894	11/26/01

The Hartz Mountain Corporation	HARTZ ADVANCED CARE	Israel	140201	1/2/02
The Hartz Mountain Corporation	HARTZ ADVANCED CARE	Lithuania	45167	4/9/02
The Hartz Mountain Corporation	HARTZ ADVANCED PETCARE SYSTEM	United Kingdom	2212497	4/21/00
The Hartz Mountain Corporation	HARTZ ONCE A MONTH	Ireland	220714	5/10/02
The Hartz Mountain Corporation	HARTZ ONCE A MONTH	United Kingdom	2270371	5/10/02
The Hartz Mountain Corporation	L/M ANIMAL FARMS	Argentina	1785205	3/31/00
The Hartz Mountain Corporation	L/M ANIMAL FARMS	Israel	140532	11/12/01
The Hartz Mountain Corporation	L/M ANIMAL FARMS	United Kingdom	2143456	3/24/00
The Hartz Mountain Corporation	NATURE'S GOLD	Hong Kong	B12807/2000	9/22/00
The Hartz Mountain Corporation	RELEVE	El Salvador	18 BOOK 134	7/2/01
The Hartz Mountain Corporation	THE SANDMAN	European Union (CTM)	868356	1/3/00
The Hartz Mountain Corporation	WARDLEY	Japan	4428352	10/27/00
The Hartz Mountain Corporation	WARDLEY (in katakana)	Japan	4354852	1/28/00
The Hartz Mountain Corporation	WARDLEY (in katakana)	Japan	4423629	10/6/00
The Hartz Mountain Corporation	YUMMY	United Kingdom	2186639	6/9/00

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Appl. Date</u>
The Hartz Mountain Corporation	HARTZ	Nicaragua	96-01900	5/27/96