

08-07-1998

COVER SHEET

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To the Honorable Com.

100787435

the attached original documents or copy thereof.

MRO 8-4-98

1. Name of conveying party(ies):  
Aspen Pet Products, Inc.  
11701 E. 53rd Avenue  
Denver, Colorado 80239

Individuals  Association  
 General Partnership  Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: Ruben V. Klein, Vice President

Street Address: 75 State Street

City: Boston State: MA ZIP: 02109

Individual(s) citizenship \_\_\_\_\_  
 Association National Banking Association  
 General Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other Notice of Collateral Assignment of Trademarks

Execution Date: January 16, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
 ALPHAVET10 1,806,312  
 BOODABOX 1,715,861

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Miriam J. Rovner

Internal Address Goodwin, Procter & Hoar LLP

Street Address: Exchange Place  
53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 2

7. Total Fee (37 CFR 3.41): . . . . . \$ 65.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(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.*

Jon D. Schneider Jon D. Schneider 5/19/98  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 5

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

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

08/06/1998 100787435 00000009 1006312 01 FT:403 02 FT:403

## NOTICE OF COLLATERAL ASSIGNMENT OF TRADEMARKS

This Notice of Collateral Assignment of Trademarks (this "Notice") is made as of January 16, 1998, by Aspen Pet Products, Inc. (the "Grantor") and Fleet National Bank, a national banking association, as Agent for the Lenders party to the Credit Agreement referred to below (the "Agent").

### RECITALS

WHEREAS, credit facilities were established pursuant to that certain Amended and Restated Credit Agreement dated as of July 8, 1997, by and among Ekco Group, Inc. ("Group"), the Agent and the Lenders party thereto (as amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, the Grantor has executed a guaranty of the obligations of Group under the Credit Agreement on the date hereof (the "Guaranty");

WHEREAS, the Grantor and the Agent have entered into that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), pursuant to which the Grantor, in order to secure the payment and performance of the Lender Obligations (as defined in the Credit Agreement) and the obligations of the Grantor as Guarantor under the Guaranty, has granted the Agent a security interest in all the Grantor's personal property, fixtures and rights of every kind and nature, whether now owned or hereafter acquired or arising, and all products and proceeds thereof, including but not limited to the Trademark Collateral (as defined in Section 1 below); and

WHEREAS, the Grantor is the owner of the trademarks, trademark registrations, service marks, service mark registrations, tradenames, and trademark and service mark applications set forth on Schedule A attached hereto, which trademarks and service marks have been issued by, and which trademark and service mark applications have been filed with, the United States Office of Patents and Trademarks, and all of which is included in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Grantor has assigned to the Agent for collateral purposes and has granted to the Agent a security interest in, among other things, all of the following (collectively, the "Trademark Collateral"): All trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications, including, without limitation, the trademarks, service marks, tradenames and applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/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, (d) all rights corresponding thereto throughout the world, (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d), and (f) all other proceeds of the foregoing, all in accordance with the terms and conditions of the Security Agreement.

Without limiting the generality of the foregoing, pursuant to the Security Agreement the Grantor has collaterally assigned to the Agent and has granted to the Agent a security interest in the trademarks issued by the United States Office of Patents and Trademarks (and the applications for such trademarks) set forth on Schedule A hereto.

2. The Grantor agrees that it will not sell or offer to sell or otherwise transfer the Trademark Collateral or any interest therein, or grant any rights or interests thereto or therein, except as permitted under the Security Agreement and the Credit Agreement, and except for licenses of the Trademark Collateral granted in the ordinary course of business.

3. The Grantor and the Agent hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment of and security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This instrument is made pursuant to the Security Agreement. The Grantor hereby expressly authorizes the Agent to record this instrument in the United States Office Patents and Trademarks, as well as in any other federal or state office in which any of the Grantor's rights or interests comprising or connected with the Trademark Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.



SCHEDULE A

Trademarks, Service Marks, Tradenames, Etc.

TRADEMARK REGISTRATION NO.

|             |           |
|-------------|-----------|
| Booda Bones | 1,797,843 |
| BoodaBox    | 1,715,304 |
| Chew Gal    | 1,985,987 |
| Look        | 1,896,157 |
| Ultra Clump | 1,693,794 |
| Sand Castle | 1,380,490 |
| Alphavet-10 | 1,805,321 |
| Booda Gal   | 1,900,005 |
| Booda Guy   | 1,898,210 |
| Volcanite   | 1,718,516 |
| Zero Max    | 2,057,946 |
| Wonder Bone | 1,543,587 |

|                    |                            |
|--------------------|----------------------------|
| Booda Velvets      | Application No. 75/196,575 |
| Ultra Clump        | Application No. 75/337,001 |
| Aspen Pet          | Application. No. 75/173934 |
| Aspen Pet Products | Application No. 75/174226  |

Sandcastle California Trademark Reg. No.: 77,488

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