

04-19-1999

Form PTO-1594
1-31-92

FORM COVER SHEET
[MARKS ONLY]

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101013374

Remarks: Please record the attached original documents or copy thereof.

48.8.99

1. Name of conveying party(ies):

Straight Arrow Products, Inc.
2020 Highland Avenue
Bethlehem, PA 18020

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

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):

Name: Jackson National Life Insurance
Internal Address: c/o PPM Finance Co., Inc.
Street Address: 225 W. Wacker Drive, Suite 1200
City: Chicago State: IL ZIP: 60606

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

04-08-1999
U.S. Patent & TMO/TM Mail Rcpt Dt. #64
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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 5, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See attached Exhibit B, at pgs. B2 and B3.

Additional numbers attached? Yes No

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

Name: David A. Einhorn, Esq.
Internal Address: Anderson Kill & Olick, P.C.
Street Address: 1251 Avenue of the Americas
City: New York State: NY ZIP: 10020

6. Total number of applications and registrations involved

20

7. Total fee (37 CFR 3.41):.....\$ 515.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-1944
(Attach duplicate copy of this page if paying by deposit account)

04/16/1999 DNGUYEN 00000258 011944 964804

DO NOT USE THIS SPACE

01 FC:481
02 FC:482
40.00 CH
475.00 CH

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.

Lina Srivastava, Esq.

Name of Person Signing

Signature

April 8, 1999

Date

TRADEMARK
REEL: 001885 FRAME: 0409
REEL: 1885 FRAME: 0409

EXHIBIT "A"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Patents

Title

Patent No.

Filing Date

NONE

NY1-243342.

A-1

TRADEMARK
REEL: 001885 FRAME: 0410
REEL: 1885 FRAME: 0410

EXHIBIT "B"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

MARK

REG. NO.

REG. DT.

EXPT. DT.

Trademarks

Applications

SEE ATTACHED

NY1-243342.

B-1

TRADEMARK
REEL: 001885 FRAME: 0411
REEL: 1885 FRAME: 0411

EXHIBIT "B"

REGISTERED TRADEMARKS

<u>Reg. No.</u>	<u>Product</u>	<u>Registered Date</u>	<u>Renewal Date</u>	<u>Next Renew</u>
964,804	CBN	July 24, 1973	July 24, 1993	7/24/2003
1,151,397	Up Tight	April 21, 1981	April 21, 2001	
1,709,120	Nature's Key	August 18, 1992	August 18, 2002	
1,924,994	Woman on a Horse	October 10, 1995	October 10, 2005	
1,861,576	Equenne	November 8, 1994	November 8, 2004	
1,866,676	The Hoofmaker	December 13, 1994	December 13, 2004	
1,880,323	Neckmaker	February 28, 1995	February 28, 2005	
1,930,644	Stable Care	October 31, 1995	October 31, 2005	
1,937,851	Sheareze	November 28, 1995	November 28, 2005	
1,950,054	Icy Blue	January 23, 1996	January 23, 2006	
1,923,241	Kennel Care	October 3, 1995	October 3, 2005	
1,984,313	Straight Arrow (3,21)	July 2, 1995	July 2, 2006	
1,923,210	Straight Arrow (5)	October 3, 1995	October 3, 2005	
793,508	Straight Arrow (CA)	October 27, 1997	October 27, 2012	
1,692,374	Stable Safe	June 9, 1992	June 9, 2002	
1,538,804	Animal Club	May 16, 1989	May 16, 2009	
1,699,698	Kennel Safe	July 7, 1992	July 7, 2002	

NY1-243342.

B-2

EXHIBIT "B"

SCHEDULE I TO ROYALTY AGREEMENT

List of Trademarks and Trade Names

	<u>Registration No.</u>	<u>Registration Date</u>
Nature's Key	1,709,120	08/18/92
Up Tight	1,151,397	04/21/81
Conceived by Nature	964,807	07/24/73

NYI-243342.

B-3

REEL: 1885 FRAME: 0413

EXHIBIT "C"

TO

**ASSIGNMENT OF PATENT, TRADEMARK
COPYRIGHT AND LICENSES AGREEMENT**

Copyrights

NONE

NY1-243342.

C-1

TRADEMARK
REEL: 001885 FRAME: 0414
REEL: 1885 FRAME: 0414

EXHIBIT "D"

TO

**ASSIGNMENT OF PATENT, TRADEMARK
COPYRIGHT AND LICENSES AGREEMENT**

Licenses

NY1-243342.

D-1

REEL: 001885 FRAME: 0415

TRADEMARK
REEL: 1885 FRAME: 0415

**COLLATERAL ASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS**

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS is made effective as of October 5, 1998 by STRAIGHT ARROW PRODUCTS, INC. ("Assignor") in favor of JACKSON NATIONAL LIFE INSURANCE COMPANY ("Assignee").

BACKGROUND

A. Whereas AT & T Commercial Finance Corporation ("AT & T") entered into that certain Loan and Security Agreement dated as of February 20, 1998 with Assignor (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"), pursuant to which AT & T agreed to extend to Assignor certain credit facilities.

B. Whereas the Loan Agreement provided, inter alia, that Assignor granted to AT & T a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service trade names, goodwill, copyrights and licenses.

C. Whereas AT & T entered into that certain Asset Purchase Agreement dated as of August 31, 1998, among Assignee, Newcourt Financial Ltd. and AT & T Capital Canada, Inc., pursuant to which AT & T assigned all of its right, title and interest in the Loan Agreement to Assignee which interest includes, without limitation, a security interest in Assignor's patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service trade names, goodwill, copyrights and licenses.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Assignor to Assignee, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Loan Agreement, the Loan Documents and the Notes, and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Assignee, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Assignee, including any guaranty or surety obligations of Assignor owed to Assignee, and the undertakings of Assignor to immediately pay to Assignee the amount of

any overdraft on any deposit account maintained with Assignee, are sometimes hereinafter referred to collectively as the "Obligations".

2. Collateral Assignment. To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby collaterally assigns, mortgages, pledges, grants a security interest in, and transfers to Assignee, as and by way of a mortgage and security interest having priority over all other security interests except as otherwise permitted under the Loan Agreement, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of its intellectual property now owned or existing or filed and hereafter acquired or arising or filed, including:

(a) inventions, improvements, 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 made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and 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, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) servicemarks, trademarks, servicemark and trademark registrations, trade names and trademark applications, including, without limitation, the servicemarks and trademarks and registrations and applications listed on Exhibit "B", 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, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, serviceman and trademark registrations, serviceman and trade names and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) copyrights, copyright registrations, copyright applications and all copyrightable works, including computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts-and other documentation therefore (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature- together with all tangible media upon which any of the foregoing

are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" 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, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights");

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(e) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Assignment or which is prohibited under the terms of the Loan Agreement, and Assignor further agrees that it will 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, which would affect the validity or enforcement of the rights of Assignee under this Assignment.

4. New Patents, Trademarks, Copyrights and Licenses. Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, applications, copyrightable works, copyrights and licenses now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, technology, trademarks, trademark registrations, trade names, copyrightable works, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyrightable works, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending Exhibits "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, technology, trademarks, trademark registrations, trademark applications, trade names, copyrightable works, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Section 2 above or under this Section 4.

5. Royalties; Term. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the collateral assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. Assignee's Right to Inspect. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof, (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. Reassignment. This Assignment is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrightable works, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark or Copyright without the consent of Assignee, which consent shall not be unreasonably withheld.

9. Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Assignee shall commence any such

suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement 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.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be 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 Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies: Power of Attorney, Effect on Loan Agreement. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in Section 13 hereof. Assignee 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 all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, 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, Copyrights or Licenses may be located.

14. Binding Effect: Benefits. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

15. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any rules or principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.

NY1-243342.

-7-

NO. 5053 P. 8

ANDERSON MILD & OLSON P.C.

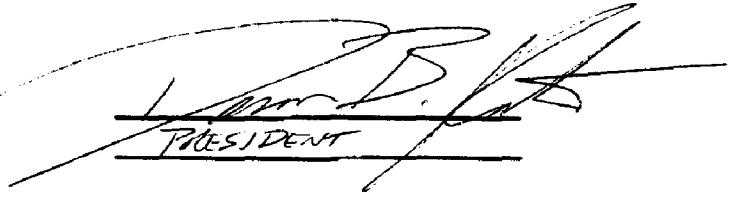
TRADEMARK
REEL: 001885 FRAME: 0422

REEL: 1885 FRAME: 0422

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

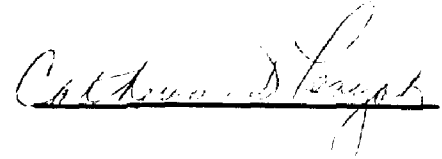
STRAIGHT ARROW PRODUCTS

By:
Title:


PRESIDENT

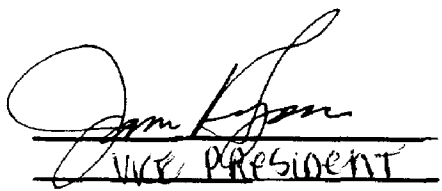
(CORPORATE SEAL)

Attest:



**PPM FINANCE, INC., as Agent and
Attorney-in-Fact for Jackson
National Life Insurance Company**

By:
Title:


VICE PRESIDENT

**James Gurgone
Vice President**

NOTARIAL SEAL
SUSAN K. LEAR, Notary Public
Bethlehem, Northampton County, PA
My Commission Expires Mar. 18, 2002

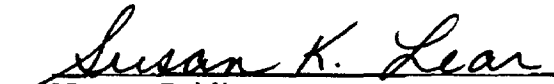
ACKNOWLEDGMENT

State of Pennsylvania :

COUNTY OF Northampton :

SS:

On this 13th of January, 1999 before me, a Notary Public, personally appeared Devon Katzev who acknowledged himself/herself to be a duly acting as President of Straight Arrow Products, Inc., and that he/she as such Devon Katzev, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his/her name as such President, on behalf of the Assignee.


Notary Public

My Commission Expires: March 18, 2002

**RELEASE OF COLLATERAL ASSIGNMENT OF
PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS**

WHEREAS, in a Collateral Assignment of Patents, Trademarks, Licenses and Copyrights dated February 20, 1998 ("Collateral Assignment"), Straight Arrow Products, Inc. collaterally assigned, mortgaged, pledged, granted a security interest in and transferred to the undersigned all of its rights, title and interest in and all of its intellectual property then owned or existing or filed and thereafter acquired or arising or filed.

NOW THEREFORE, for value received, the undersigned does hereby release, terminate and cancel that certain Collateral Assignment by Straight Arrow Products, Inc. for the benefit of the undersigned.

IN WITNESS WHEREOF, the undersigned has duly executed this Release as of September 30, 1998.

AT&T COMMERCIAL FINANCE CORPORATION

By: W C Carey

New York
STATE OF NEW JERSEY)
)
) SS:
New York
COUNTY OF MORRIS)

On September 30, 1998, before me personally came, William C. Carey, to me known, who, being by me duly sworn, did depose and say that he/she resides at 2 Gatehall Plaza, Parsippany, N.J., that he/she is the Counsel of AT&T COMMERCIAL FINANCE CORPORATION, a New Jersey Corporation, and the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by authority of the board of directors of such corporation.

Sonia D. Smalls
Notary Public
SONIA D. SMALLS
Notary Public, State of New York
No. 4732966
Qualified in New York County
Certificate Filed in Bronx County
Commission Expires June 30, 2000

376253A0192498