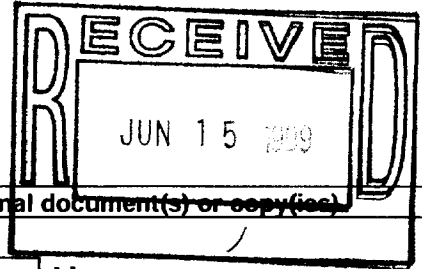


06-18-1999



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6-15-99



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Release of Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name United Feature Syndicate, Inc. Execution Date
Month Day Year 5 18 99

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Paws, Incorporated

DBA/AKATA

Composed of

Address (line 1) 5440 East County Road 450 North

Address (line 2)

Address (line 3) Albany Indiana 47320

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Indiana

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

06/17/1999 DNGUYEN 00000283 1523164

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

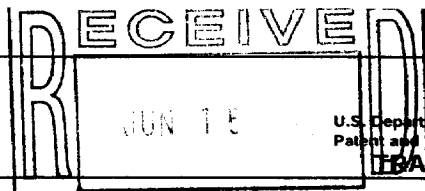
(40.00 OP
725.00 OP)

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 Information 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: 001915 FRAME: 0598



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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="see attached sheets"/>	<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"/>	<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.

Clifford W. Browning
Name of Person Signing

Signature

June 15, 1999
Date Signed

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
ODIE	1523164	02/07/1989
ODIE	1276381	05/01/1984
POOKY	1276382	05/01/1984
GARFIELD	1280402	06/05/1984
GARFIELD	1532618	04/04/1989
GARFIELD	1344099	06/25/1985
GARFIELD	1530746	03/21/1989
GARFIELD	1248884	08/23/1983
GARFIELD	1500463	08/16/1988
GARFIELD	1287067	07/24/1984
GARFIELD	1151014	04/14/1981
GARFIELD	1223408	01/11/1983
GARFIELD	1248358	08/16/1983
GARFIELD	1266347	02/07/1984
GARFIELD	1283410	06/26/1984
GARFIELD	1269955	03/13/1984
GARFIELD	1221033	12/21/1982
GARFIELD	1488722	05/17/1988
GARFIELD	1523717	02/07/1989
GARFIELD AND FRIENDS	1555199	09/05/1989
100% PURE GARFIELD LOGO	1578759	01/23/1990
100% PURE GARFIELD LOGO	1578919	01/23/1990
100% PURE GARFIELD LOGO	1580069	01/30/1990

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
100% PURE GARFIELD LOGO	1579022	01/23/1990
100% PURE GARFIELD LOGO	1579055	01/23/1990
100% PURE GARFIELD LOGO	1573438	12/26/1989
100% PURE GARFIELD LOGO	1591007	04/10/1990
GARFIELD AND FRIENDS	1716194	09/15/1992
U.S. ACRES	1526846	02/28/1989
U.S. ACRES	1507149	10/04/1988

SATISFACTION AND RELEASE OF LIEN

United Feature Syndicate, Inc., a New York corporation ("UFS"), hereby acknowledges that a certain Second and Subordinate Trademark Security Agreement, attached hereto as Exhibit A, recorded July 6, 1994, on Reel 1178, Frame 0360, in the United States Department of Commerce, Patent and Trademark Office, has been fully paid and satisfied, and the same is hereby released.

Maribelle Bitler
(Signature of Authorized Officer)

MARIBELLE BITLER
(Printed Name of Authorized Officer)

SVP-Finance + Administration
(Title)

STATE OF NEW YORK)
) SS:
NY COUNTY)

Before me, a Notary Public in and for said county and State, personally appeared MARIBELLE BITLER, holding the office of SVP, Finance + Admin for United Feature Syndicate, Inc., and who acknowledged due execution of the foregoing Satisfaction and Release of Lien for and on behalf of said United Feature Syndicate, Inc., and who, having been duly sworn, stated that he/she is duly authorized to execute this document on behalf of United Feature Syndicate, Inc., and that the representations herein contained are true.

Witness my hand and Notarial Seal this 18 day of MAY, 1999.

[Signature]
(Signature of Notary Public)

RITA RUBIN
(Printed Name of Notary Public)

New York
(County of Residence)

9-30-99
(Commission Expiration Date)

This instrument prepared by:
L. Dennis Hoffman
Baker & Hostetler LLP
1900 East Ninth Street
Cleveland, Ohio 44114

RITA RUBIN
Notary Public, State of New York
No. 31-4694980
Qualified in New York County
Commission Expires March 30, 19..

Sept 30, 1999

EXHIBIT A

SECOND AND SUBORDINATE
TRADEMARK SECURITY AGREEMENT

THIS SECOND AND SUBORDINATE TRADEMARK SECURITY AGREEMENT ("Security Agreement"), dated May 26, 1994 is made by PAWS, INCORPORATED, an Indiana corporation (the "Borrower"), in favor of UNITED FEATURES SYNDICATE, INC. ("UFS");

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement For Subordinated Debt executed between the Borrower and UFS of even date (the "Credit Agreement"), UFS has agreed to extend credit and to provide other financial accommodations to the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered to UFS a certain Second and Subordinate General Security Agreement of even date (as the same may be hereafter amended or modified, the "General Security Agreement"); and

WHEREAS, as a condition precedent to the extension of credit under the Credit Agreement, the Borrower is required to execute and deliver this security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce UFS to extend credit and to provide other financial accommodations pursuant to the Credit Agreement, the Borrower hereby grants to UFS, subject to the Subordination Agreement, a continuing security interest in the Trademark Collateral, including, without limitation, that listed on Schedule 2 hereto, to secure payment, performance and observance of the Obligations; and the Borrower further agrees as follows:

REEL 1178 FRAME 363

1. Definitions. Terms used herein, and not specifically herein defined, shall have the meanings ascribed to them in the General Security Agreement or, by reference in the General Security Agreement, in the Credit Agreement.

2. Purpose. This Trademark Security Agreement has been executed and delivered by the Borrower to UFS for the purpose of registering the grant of security interest herein with the United States Patent and Trademark Office or with such other Governmental Authorities as may have jurisdiction over the Trademark Collateral within or without the United States of America.

3. Incorporation by Reference. The security interest herein has been granted as a supplement to, and not in limitation of, the security interest granted to UFS under the General Security Agreement. The General Security Agreement and all rights and

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EXHIBIT A

remedies of UFS thereunder shall remain in full force and effects in accordance with its terms. This Security Agreement is made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in the General Security Agreement to the same extent and effect as if fully set forth herein, and the General Security Agreement is subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Security Agreement to the same extent and effect as if fully set forth therein. In the event of any irreconcilable inconsistency between the terms of the General Security Agreement and this Security Agreement, this Security Agreement shall control.

4. Counterparts. This Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the day and year first above written.

PAWS, INCORPORATED,
an Indiana corporation

By: Thomas A. Greiwe
Thomas A. Greiwe, Treasurer

TRADEMARK

REEL 1178 FRAME 364

ACCEPTED:

UNITED FEATURES SYNDICATE, INC.

By: Kevin P. Ryan
Kevin P. Ryan
S.V.P.

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Greiwe, known to me to be the Treasurer of Paws, Incorporated, and acknowledged the execution of the foregoing for and on behalf of said Corporation.

Witness my hand and Notarial Seal, this 26th day of May, 1994.

PAMELA R. ROUILLARD
Notary Public, State of New York
No. 01R05013703
Qualified in New York County
Commission Expires July 15, 1995

Pamela R. Rouillard
Notary Public - Signature
PAMELA R. ROUILLARD
Notary Public - Printed

My Commission Expires:
JULY 15, 1995

My County of Residence:
HONOLULU

TRADEMARK

REEL 178 FRAME 365

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County and State, personally appeared EGWIN EYAN, known to me to be SENIOR VICE PRESIDENT of United Feature Syndicate, Inc., and acknowledged the execution of the foregoing for and on behalf of said Bank.

Witness my hand and Notarial Seal, this 26th day of May, 1994.

PAMELA R. ROUILLARD
Notary Public, State of New York
No. 01R05013703
Qualified in New York County
Commission Expires July 15, 1995

Pamela R. Rouillard
Notary Public - Signature
PAMELA R. ROUILLARD
Notary Public - Printed

My Commission Expires:
JULY 15, 1995

My County of Residence:
HONOLULU

Schedule 2U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
ODIE	1523164	02/07/1989
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POOKY	1276382	05/01/1984
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GARFIELD	1532618	04/04/1989
GARFIELD	1344099	06/25/1985
GARFIELD	1530746	03/21/1989
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GARFIELD	1223408	01/11/1983
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GARFIELD	1266347	02/07/1984
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100% PURE GARFIELD LOGO	1578919	01/23/1990
100% PURE GARFIELD LOGO	1580069	01/30/1990

TRADEMARK

REEL 178 FRAME 366

TRADEMARK

REEL: 001915 FRAME: 0606

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>
100% PURE GARFIELD LOGO	1579022	01/23/1990
100% PURE GARFIELD LOGO	1579055	01/23/1990
100% PURE GARFIELD LOGO	1573438	12/26/1989
100% PURE GARFIELD LOGO	1591007	04/10/1990
GARFIELD AND FRIENDS	1716194	09/15/1992
U.S. ACRES	1526846	02/28/1989
U.S. ACRES	1507149	10/04/1988

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TRADEMARK

REEL 178 FRAME 367

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PATENT AND TRADEMARK
OFFICE