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Tab settings == == ▾

Send original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Perky-Pet Products Co.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: September 22, 2000

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. as agent

Internal Address: _____

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

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

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

11-13-00

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

18

7. Total fee (37 CFR 3.41).....\$ 465.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

12/12/2000 6TON11 00000349 2149706

DO NOT USE THIS SPACE

01 FC-401
08 FC-402

40.00 DP
425.00 DP

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.

Laura Konrath

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Continuation
Item 4

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Anti House Finch	2,149,706	4/7/98
Gemstone	2,103,648	10/7/97
Hang-it-all	1,891,930	5/2/95
Hook-it-all	2,206,964	12/1/98
Iron Silo	1,770,102	5/11/93
Iron Suet	1,975,101	5/21/96
Leash Keeper	2,144,402	3/17/98
Nature's Gym Set	2,022,287	12/10/96
Nature's Picnic	2,112,488	11/11/97
Odorettes	716,017	5/30/61
Perky-Pet Brand	1,642,105	4/23/91
Pet Perks	1,648,283	6/18/91
South Hill	1,842,988	7/5/94
Suet Jr.	2,025,741	12/24/96
Upside Down	2,066,815	6/3/97
Your One Source	1,895,150	5/23/95

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Colibri	75/859,234	11/30/99
Sure-Lock	75/353,169	9/8/97

DET_B0241072.3

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 22nd day of September, 2000, by Colibri Holding Corporation, a Delaware corporation ("Holdings"), California Plastic Products, Inc., a Delaware corporation ("CPPI"), Perky-Pet Products Co., a Delaware corporation ("Perky-Pet") (each of CPPI and Perky-Pet a "Borrower" and, collectively, "Borrowers"), Rufous Holding Corporation, a Delaware corporation ("Rufous"), Ruby Holding Corporation, a Delaware corporation ("Ruby") (each of Holdings, CPPI, Perky-Pet, Rufous and Ruby a "Grantor" and, collectively, "Grantors"), in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H :

WHEREAS, each Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between each Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor warrants and represents to Grantee that:

(i) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons, except for Permitted Encumbrances;

(ii) such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) such Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until each Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or, other than in the ordinary course of business, grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and each Grantor 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 which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Each Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of such Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, each Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by each Grantor under the Trademarks.

6. Grantee's Right to Sue After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, each Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

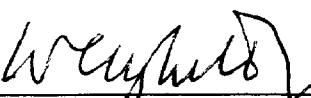
7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor 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 each Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to such Grantor.

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


COLIBRI HOLDING CORPORATION

By: 
Its: SECRETARY


CALIFORNIA PLASTIC PRODUCTS, INC.

By: 
Its: SECRETARY

PERKY-PET PRODUCTS CO.

By: 
Its: SECRETARY

RUFOUS HOLDING CORPORATION


By: 
Its: SECRETARY

RUBY HOLDING CORPORATION

By: 
Its: SECRETARY

Agreed and Accepted
As of the Date First Written Above

HELLER FINANCIAL, INC., as Agent

By: 
Its: SENIOR VICE PRESIDENT

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