

02-08-2001

RE



TO: The Commissioner of Patents and Trademarks
Submission Type

101608298
Conveyance Type

...nal document(s) or copy(ies).

New

Assignment

License

Resubmission (Non-Recordation)
Document ID# []

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error
Reel # [] Frame # []

Merger

Effective Date
onth Day Year

12/12/2000

Corrective Document
Reel # [] Frame # []

Change of Name

Other []

RECEIVED
2001 FEB -8 AM 10:49
ASSIGNMENT DIVISION

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name Wellmark International

Execution Date
Month Day Year
12/12/2000

Formerly []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of conveying parties attached

Name Congress Financial Corporation (WESTERN)

DBA/AKA/TA []

Composed of []

Address (line 1) 251 South Lake Avenue, 9th Floor

Address (line 2) []

Address (line 3) Pasadena California 91101

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

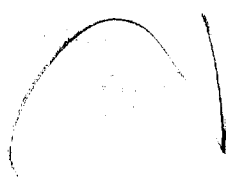
Corporation Association

Other []

Citizenship/State of Incorporation/Organization California

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

FOR OFFICE USE ONLY



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 nation 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

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

212-661-9100

Name

Otterbourg, Steindler, Houston & Rosen, PC

Address (line 1)

Att: Allen Cremer, Esq.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, NY 10169

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

24

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)

See Exhibit A Annexed Hereto

<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"/>

Registration Number(s)

See Exhibit A Annexed Hereto

<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.

75

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

1,890.00

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:

#

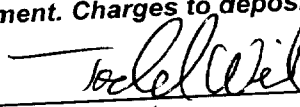
Authorization to charge additional fees:

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.

Todd Weil


Signature

2/5/01
Date

Name of Person Signing

TRADEMARK

REEL: 002226 FRAME: 0002

Exhibit A

Trademark	Application	Filing Date	Registration	Registration
POWER SPOT	75/364305	29-Sep-97	2248297	25-May-99
POWER SPRAY	75/365260	29-Sep-97	2246692	18-May-99
POWER BAND	75/364303	29-Sep-97	2250473	01-Jun-99
SPOT ON	75/364304	29-Sep-97	2300516	14-Dec-99
IPM TOOLBOX	75/386342	07-Nov-97		
IPM PROGRAM	75/415228	08-Jan-98		
WELLMARK	75/246268	24-Feb-97	2194265	06-Oct-98
KABAT	73/108845	06-Dec-76	1075360	18-Oct-77
POWERTREATS	75/478208	01-May-98		
POWERCAPS	75/477982	01-May-98		
ARTHITROL	74/443909	04-Oct-93	1881153	28-Feb-95
ALTOSID			968446	18-Sep-73
APEX			1257349	15-Nov-83
APISTAN			1514288	29-Nov-88
BREAKAWAY			1426211	27-Jan-87
CATALYST	74/625141	24-Jan-95	2041129	25-Feb-97
DIACON			1350251	23-Jul-85
DIANEX			1279560	29-May-84
ENSTAR			1038394	27-Apr-76
GENTROL POINT	74/680719	26-May-95	2041281	25-Feb-97
LYMETROL	74/473830	20-Dec-93	1862228	15-Nov-94
MAVRIK			1162420	28-Jul-81
MAVRIK			1284939	10-Jul-84
NATURAL SENSE	74/587779	20-Oct-94		
NATURAL	74/628194	01-Feb-95	2041139	25-Feb-97
NATURE'S	74/587780	20-Oct-94		
OVITROL PLUS			1619378	30-Oct-90
PARAMITE	73/171913		1109110	19-Dec-78
PARAMITE			1223882	18-Jan-83
PARAMITE			1223883	18-Jan-83
PET'M	092089	30-Jun-76	1067977	21-Jun-77
PETCOR			1641877	23-Apr-91
PRECOR			1207810	14-Sep-82
PRECOR 2000	74/196152		1700160	14-Jul-92
PREFLEA			1944386	26-Dec-95
PRO DIP (STYLIZED)			1856526	04-Oct-94
PRO DIP 50			1167960	08-Sep-91

Exhibit A

Trademark	Application	Filing Date	Registration	Registration
QUIKSTRIKE	74/687598	19-May-95	2034468	28-Jan-97
SAFROTIN	"		1126972	27-Nov-79
SIPHOTROL	"		1240818	07-Jun-83
STRIKE	096744	16-Aug-76	1062065	29-Mar-77
STRIKE	"		1044616	27-Jul-76
STRIKE	"		1099983	22-Aug-78
STRIKE & DESIGN	"		753566	30-Jul-63
TICKTROL	"		1918694	12-Sep-95
VET-FOG	"		1159660	07-Jul-81
VET-KEM	"		635742	16-Oct-56
VET-KEM	"		1063115	12-Apr-77
VET-KEM	"		1150756	14-Apr-81
VET-KEM LOGO	"		948774	19-Dec-72
VET-KEM LOGO	"		1063114	12-Apr-77
VET-KEM LOGO	"		1150755	14-Apr-81
VIGREN	"		1773373	25-May-93
YARDCOR	74/579271	27-Sep-94	"	
ZODIAC	"		933064	02-May-72
ZODIAC & DEVICE	"		1006920	18-Mar-75
ZODIAC & DEVICE	101730	01-Oct-76	1064283	26-Apr-77
ZOECON & DEVICE	73/116132		1091662	23-May-78
ZOECON	"		947075	14-Nov-72
EXTINGLISH	75/477663	01-May-98	2366893	11-Jul-00
NATURAL	75/477822	01-May-98	"	
NATURALLY SILKY	75/477983	01-May-98	"	
AFFRONT	75/566875	08-Oct-98	"	
ZIGRON	74/207558	03-Sep-91	1868812	20-Dec-94
YARDEX	74/051508	16-Apr-90	1635946	26-Feb-91
FLEACAPS	75/641515	16-Feb-99	"	
COW HEAD DESIGN	75/797112	13-Sep-99	"	
GREAT PET	74/447354	15-Oct-93	1851492	30-Aug-94

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated December 12, 2000, is by and between WELLMARK INTERNATIONAL, a California corporation ("Debtor"), with its chief executive office at 1100 East Woodfield Road, Suite 500, Schaumburg, Illinois 60173 and CONGRESS FINANCIAL CORPORATION (WESTERN), a California corporation ("Secured Party"), having an office at 251 South Lake Avenue, 9th Floor, Pasadena, California 91101.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor have entered or are about to enter into financing arrangements pursuant to which Secured Party has made and may make further loans and advances and provide other financial accommodations to Debtor as set forth in the Second Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a

continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the best of Debtor's actual knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, mortgages, assignments, licenses, security interests, encumbrances or, to the best of Debtor's actual knowledge, claims of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, to the best of Debtor's knowledge upon due inquiry, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default, or event, act or condition which with notice or passage of time or both would constitute an Event of Default, shall exist or have occurred as of such time. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's actual knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would, in Debtor's reasonable

judgment, adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion

of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Subject to the rights of any third party licensees, Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its reasonable discretion deem appropriate. Subject to the rights of any third party licensees, such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Subject to the rights of any third party licensees, Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Subject to the rights of any third party licensees, Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time upon or after the occurrence of any Event of Default execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services

bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Superior Court of Los Angeles County, California and the United States District Court for the Central District of California and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY

OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Wellmark International
 c/o Central Garden & Pet Company
 3697 Mt. Diablo Boulevard, Suite 310
 Lafayette, California 94549
 Attention: Mr. Lee Hines

If to Secured Congress Financial Corporation (Western)
Party: 251 South Lake Avenue, 9th Floor
 Pasadena, California 91101
 Attention: Portfolio Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words

of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

WELLMARK INTERNATIONAL

By: Lee D. Humei J

Title: V. P.

CONGRESS FINANCIAL CORPORATION
(WESTERN)

By: AD Whitaker

Title: VP

STATE OF CALIFORNIA)
)
COUNTY OF Contra Costa) ss.:

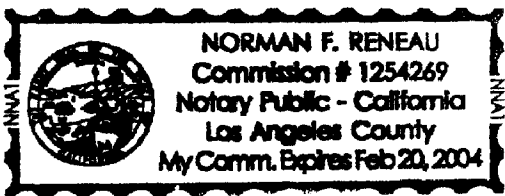
On this 12 day of December, 2000, before me personally came
Lee D. Hines, Jr., to me known, who being duly sworn, did depose and say, that he is
the VP of WELLMARK INTERNATIONAL, the corporation described in and
which executed the foregoing instrument; and that he signed his name thereto by order of the
Board of Directors of said corporation.



Nadine L. MacPhail
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

On this 13 day of December, 2000, before me personally came
GARY D. WHITAKER, to me known, who, being duly sworn, did depose and say, that he is
the VICE PRES. of CONGRESS FINANCIAL CORPORATION (WESTERN), the
corporation described in and which executed the foregoing instrument; and that he signed his
name thereto by order of the Board of Directors of said corporation.



Norman F. Reneau
Notary Public

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Case Number	Trademark	Application	Filing Date	Registration	Registration	Status	Classes	Country/Name	Owner
FTA-65202-001-CA	POWER SPRAY	869123	12-Feb-98			Pending	5	Canada	WELLMARK
FTA-65202-002-CA	POWER BAND	869122	12-Feb-98			Published	5	Canada	WELLMARK
FTA-65202-003-CA	SPOT ON	869124	12-Feb-98			Published	5	Canada	WELLMARK
FTA-65202-005-CA	IPM TOOLBOX	872855	20-Mar-98			Published	5	Canada	WELLMARK
FTA-65202-005-EM	IPM TOOLBOX	811174	20-Apr-98			Abandoned	5	European	WELLMARK
FTA-65202-007-BR	WELLMARK	820600547	05-Mar-98			Published	5	Brazil	WELLMARK
FTA-65202-008-CA	KABAT	454080	26-May-80	273881	19-Nov-82	Registered		Canada	WELLMARK
FTA-65202-009-CA	POWERTREATS	892853	09-Oct-98			Pending	5	Canada	WELLMARK
FTA-65202-009-EM	POWERTREATS	963314	16-Oct-98			Published	5	European	WELLMARK
FTA-65202-010-CA	POWERCAPS	892852	09-Oct-98			Published	5	Canada	WELLMARK
FTA-65202-010-EM	POWERCAPS	963298	16-Oct-98			Published	5	European	WELLMARK
FTA-65202-012-CA	ALTOSID	356711	05-Sep-72	198481	05-Apr-74	Registered		Canada	WELLMARK
FTA-65202-013-CA	APEX	484563	23-Mar-82	301666	04-Apr-89	Registered		Canada	WELLMARK
FTA-65202-014-CA	APISTAN	595695	18-Nov-87	363125	10-Nov-89	Registered		Canada	WELLMARK
FTA-65202-015-CA	BREAKAWAY	568100	21-Aug-86	330,700	31-Jul-87	Registered		Canada	WELLMARK
FTA-65202-019-CA	ENSTAR	393008	29-Dec-75	230226	08-Sep-78	Registered		Canada	WELLMARK
FTA-65202-021-CA	GOLDEN MALRIN	357460	29-Sep-72	198487	05-Apr-74	Registered		Canada	WELLMARK
FTA-65202-029-CA	PARAMITE	706202	08-Jun-92	434410	14-Oct-94	Registered		Canada	WELLMARK

FTA-65202-033-CA	PETCOR	660263	19-Jun-90	393175	24-Jan-92	Registered	™	Canada	WELLMARK
FTA-65202-034-CA	PRECOR	479921	21-Dec-81	335827	31-Dec-87	Registered	™	Canada	WELLMARK
FTA-65202-040-CA	SAFROTIN	665839	06-Sep-90	393576	31-Jan-92	Registered	™	Canada	WELLMARK
FTA-65202-041-CA	SIPHOTROL	568952	08-Sep-86	373542	21-Sep-90	Registered	™	Canada	WELLMARK
FTA-65202-048-CA	VET-KEM LOGO	422450	20-Mar-76	239701	08-Feb-80	Registered	™	Canada	WELLMARK
FTA-65202-049-CA	VET-KEM	422451	20-Mar-78	235561	31-Aug-79	Registered	™	Canada	WELLMARK
FTA-65202-054-CA	VIGREN	662874	24-Jul-90	470394	04-Feb-97	Registered	™	Canada	WELLMARK
FTA-65202-056-CA	ZODIAC	664764	21-Aug-90	422145	21-Jan-94	Registered	™	Canada	WELLMARK
FTA-65202-059-CA	ZOECON & DEVICE	353853	31-May-72	189995	06-Apr-73	Registered	™	Canada	WELLMARK
FTA-65202-060-CA	ZOECON	353360	16-May-72	191451	01-Jun-73	Registered	™	Canada	WELLMARK
FTA-65202-061-CA	EXTINGUISH	893429	15-Oct-98	™		Pending	5	Canada	WELLMARK
FTA-65202-061-EM	EXTINGUISH	966366	18-Oct-98	000966366	19-Jan-00	Registered	5	European	WELLMARK
FTA-65202-062-CA	NATURAL	892851	09-Oct-98	™		Pending	3, 5	Canada	WELLMARK
FTA-65202-062-EM	NATURAL	966371	16-Oct-98	000966371	22-Dec-99	Registered	3, 5	European	WELLMARK
FTA-65202-063-CA	NATURALLY SILKY	892850	09-Oct-98	™		Pending	3, 5	Canada	WELLMARK
FTA-65202-063-EM	NATURALLY SILKY	966355	16-Oct-98	™		Abandoned	3, 5	European	WELLMARK
FTA-65202-064-CA	ENDALSECT	591680	11-Sep-87	378223	18-Jan-91	Registered	™	Canada	WELLMARK
FTA-65202-065-CA	OVICOLLAR	709946	29-Jul-92	436544	02-Dec-94	Registered	™	Canada	WELLMARK
FTA-65202-066-CA	OYITROL	664762	20-Aug-90	393229	20-Jan-92	Registered	™	Canada	WELLMARK
FTA-65202-068-CA	ZIGRON	768923	17-Nov-94	™		Pending	™	Canada	WELLMARK
FTA-65202-070-CA	WELLMARK	1003953	03-Feb-99	™		Published	™	Canada	WELLMARK
FTA-65202-071-CA	FLEACAPS	1026112	13-Aug-99	™		Pending	5	Canada	WELLMARK

FTA-65202-072-CA	STEER HEAD DESIGN	1042691	14-Jan-00	™				Pending	5	Canada	WELLMARK
FTA-65202-073-BR	PROLINK	821749579	29-Jun-99	™				Published	01.50	Brazil	WELLMARK
FTA-65202-073-NZ	PROLINK	314106	09-Aug-99	314106				Registered	5	New Zealand	WELLMARK
FTA-65202-074-CA	FLEATROL	1046010	10-Feb-00	™				Pending	5	Canada	WELLMARK
FTA-65202-CA	POWER SPOT	869121	12-Feb-98	™				Pending	5	Canada	WELLMARK
FTA-65292-012-CA	ALTOSID	356711	05-Sep-72	198481				Registered	™	Canada	WELLMARK
TA-65202	POWER SPOT	75/364305	29-Sep-97	2248297				Registered	5	United States of	WELLMARK
TA-65202-001	POWER SPRAY	75/365260	29-Sep-97	2246692				Registered	5	United States of	WELLMARK
TA-65202-002	POWER BAND	75/364303	29-Sep-97	2250473				Registered	5	United States of	WELLMARK
TA-65202-003	SPOT ON	75/364304	29-Sep-97	2300516				Registered	5	United States of	WELLMARK
TA-65202-004	PROMIDTROL	™		™				Unified	5	United States of	WELLMARK
TA-65202-005	IPM TOOLBOX	75/386342	07-Nov-97	™				Published	5	United States of	WELLMARK
TA-65202-006	IPM PROGRAM	75/415228	08-Jan-98	™				Abandoned	5	United States of	WELLMARK
TA-65202-007	WELLMARK	75/246268	24-Feb-97	2194265				Registered	5	United States of	WELLMARK
TA-65202-008	KABAT	73/108845	06-Dec-76	1075360				Registered	5	United States of	WELLMARK
TA-65202-009	POWERTREATS	75/478208	01-May-98	™				Abandoned	5	United States of	WELLMARK
TA-65202-010	POWERCAPS	75/477982	01-May-98	™				Abandoned	5	United States of	WELLMARK
TA-65202-011	ARTHRITROL	74/443909	04-Oct-93	1881153				Registered	5	United States of	WELLMARK
TA-65202-012	ALTOSID	™		968446				Registered	™	United States of	WELLMARK
TA-65202-013	APEX	™		1257349				Registered	™	United States of	WELLMARK
TA-65202-014	APISTAN	™		1514288				Registered	™	United States of	WELLMARK
TA-65202-015	BREAKAWAY	™		1426211				Registered	™	United States of	WELLMARK

TA-65202-016	CATALYST	74/62341	24-Jan-95	2041129	25-Feb-97	Registered	5	United States of	WELLMARK
TA-65202-017	DIACON	™		1350251	23-Jul-85	Abandoned	™	United States of	WELLMARK
TA-65202-018	DIANEX	™		1279560	29-May-84	Registered	™	United States of	WELLMARK
TA-65202-019	ENSTAR	™		1038394	27-Apr-76	Registered	™	United States of	WELLMARK
TA-65202-020	GENTROL POINT	74/680719	26-May-95	2041281	25-Feb-97	Registered	5	United States of	WELLMARK
TA-65202-022	LYMETROL	74/473830	20-Dec-93	1862228	15-Nov-94	Registered	5	United States of	WELLMARK
TA-65202-023	MAVRIK	™		1162420	28-Jul-81	Registered	™	United States of	WELLMARK
TA-65202-024	MAVRIK	™		1284939	10-Jul-84	Registered	™	United States of	WELLMARK
TA-65202-025	NATURAL SENSE	74/587779	20-Oct-94	™	Abandoned		5	United States of	WELLMARK
TA-65202-026	NATURAL	74/628194	01-Feb-95	2041139	25-Feb-97	Registered	5	United States of	WELLMARK
TA-65202-027	NATURES	74/587780	20-Oct-94	™	Abandoned		5	United States of	WELLMARK
TA-65202-028	OVITROL PLUS	™		1619378	30-Oct-90	Registered	™	United States of	WELLMARK
TA-65202-029	PARAMITE	73/171913		1109110	19-Dec-78	Registered	5	United States of	WELLMARK
TA-65202-030	PARAMITE	™		1223882	18-Jan-83	Registered	™	United States of	WELLMARK
TA-65202-031	PARAMITE	™		1223883	18-Jan-83	Registered	™	United States of	WELLMARK
TA-65202-032	PETIM	092089	30-Jun-76	1067977	21-Jun-77	Abandoned	5	United States of	WELLMARK
TA-65202-033	PETCOR	™		1641877	23-Apr-91	Registered	™	United States of	WELLMARK
TA-65202-034	PRECOR	™		1207810	14-Sep-82	Registered	™	United States of	WELLMARK
TA-65202-035	PRECOR 2000	74/196152		1700160	14-Jul-92	Registered	™	United States of	WELLMARK
TA-65202-036	PREFLEA	™		1944386	26-Dec-95	Registered	™	United States of	WELLMARK
TA-65202-037	PRO DIP (STYLIZED)	™		1856526	04-Oct-94	Registered	™	United States of	WELLMARK
TA-65202-038	PRO DIP 50	™		1167960	08-Sep-91	Registered	™	United States of	WELLMARK

TA-65202-039	QUIKSTRIKE	74/687598	19-May-95	2034468	28-Jan-97	Registered	5	United States of	WELLMARK
TA-65202-040	SAFROTIN	"		1126972	27-Nov-79	Registered	"	United States of	WELLMARK
TA-65202-041	SIPHOTROL	"		1240818	07-Jun-83	Registered	"	United States of	WELLMARK
TA-65202-042	STRIKE	096744	16-Aug-76	1062065	29-Mar-77	Abandoned	5	United States of	WELLMARK
TA-65202-043	STRIKE	"		1044616	27-Jul-76	Registered	"	United States of	WELLMARK
TA-65202-044	STRIKE	"		1099983	22-Aug-78	Abandoned	"	United States of	WELLMARK
TA-65202-045	STRIKE & DESIGN	"		753566	30-Jul-63	Registered	"	United States of	WELLMARK
TA-65202-046	TICKTROL	"		1918694	12-Sep-95	Registered	"	United States of	WELLMARK
TA-65202-047	VET-FOG	"		1159660	07-Jul-81	Registered	"	United States of	WELLMARK
TA-65202-048	VET-KEM	"		635742	16-Oct-56	Registered	"	United States of	WELLMARK
TA-65202-049	VET-KEM	"		1063115	12-Apr-77	Registered	"	United States of	WELLMARK
TA-65202-050	VET-KEM	"		1150756	14-Apr-81	Registered	"	United States of	WELLMARK
TA-65202-051	VET-KEM LOGO	"		948774	19-Dec-72	Registered	"	United States of	WELLMARK
TA-65202-052	VET-KEM LOGO	"		1063114	12-Apr-77	Registered	"	United States of	WELLMARK
TA-65202-053	VET-KEM LOGO	"		1150755	14-Apr-81	Registered	"	United States of	WELLMARK
TA-65202-054	VIGREN	"		1773373	25-May-93	Registered	"	United States of	WELLMARK
TA-65202-055	YARDCOR	74/579271	27-Sep-94	"		Abandoned	5	United States of	WELLMARK
TA-65202-056	ZODIAC	"		933064	02-May-72	Registered	"	United States of	WELLMARK
TA-65202-057	ZODIAC & DEVICE	"		1006920	18-Mar-75	Registered	"	United States of	WELLMARK
TA-65202-058	ZODIAC & DEVICE	101730	01-Oct-76	1064283	26-Apr-77	Abandoned	3, 5	United States of	WELLMARK
TA-65202-059	ZOECON & DEVICE	73/116132		1091662	23-May-78	Registered	5	United States of	WELLMARK
TA-65202-060	ZOECON	"		947075	14-Nov-72	Registered	"	United States of	WELLMARK

TA-65202-061	EXTINGUISH	75/477663	01-May-98	2366893	11-Jul-00	Registered	5	United States of	WELLMARK
TA-65202-062	NATURAL	75/477822	01-May-98			Published	3, 5	United States of	WELLMARK
TA-65202-063	NATURALLY SILKY	75/477983	01-May-98			Published	3, 5	United States of	WELLMARK
TA-65202-067	AFFRONT	75/566875	08-Oct-98			Published	5	United States of	WELLMARK
TA-65202-068	ZIGRON	74/207558	03-Sep-91	1868812	20-Dec-94	Registered	5	United States of	WELLMARK
TA-65202-069	YARDEX	74/051508	16-Apr-90	1635946	26-Feb-91	Registered	5	United States of	WELLMARK
TA-65202-071	FLEACAPS	75/641515	16-Feb-99			Published	5	United States of	WELLMARK
TA-65202-072	COW HEAD DESIGN	75/797112	13-Sep-99			Published	5	United States of	WELLMARK
TA-65202-075	GREAT PET	74/447354	15-Oct-93	1851492	30-Aug-94	Registered	18	United States of	WELLMARK
TA-65202-076	GREAT PETS					Unfiled	5	United States of	WELLMARK
TA-65202-077	SENTIALS					Unfiled		United States of	WELLMARK
TA-65202-078	RADIANT					Unfiled		United States of	WELLMARK
TA-65202-079	BRILLIANCE					Unfiled		United States of	WELLMARK
TA-65202-080	MOZAIC	75/246673	24-Feb-97			Pending	5	United States of	WELLMARK
TA-65202-081	MORETHANPET					Unfiled		United States of	WELLMARK

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

	<u>TRADEMARK</u>	<u>LICENSOR</u>	<u>LICENSEE</u>
1.	ZIGRON	Wellmark International	S.C. Johnson Wax
2.	VIGREN	Wellmark International	S.C. Johnson Wax
3.	STRIKE	Wellmark International	Excel Marketing
4.	VET-KEM PRECOR SIPHOTROL OVITROL PARAMITE	Wellmark International	Hoechst Roussel Vet
5.	ALTOSID	Wellmark International	Lakeland Cash

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that WELLMARK INTERNATIONAL ("Debtor"), having an office at 1100 East Woodfield Road, Suite 500, Schaumburg, Illinois 60173 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (WESTERN) ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor at any time upon or after the occurrence of any "Event of Default" (as such term is defined in the Security Agreement):

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: December __, 2000

WELLMARK INTERNATIONAL

By: _____

Title: _____

STATE OF CALIFORNIA)
) ss.:
COUNTY OF _____)

On this ____ day of December, 2000, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of WELLMARK INTERNATIONAL, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public