

10-202



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To the Honorable Commissioner of Pat

102245585

ached original documents or copy thereof.

1. Name of conveying party(ies):  
 American Veterinary Supply Corp.  
 155 Knickerbocker Avenue  
 Bohemia, New York 11716 **10-2-02**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: New York  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: Sterling National Bank  
 Internal Address: \_\_\_\_\_  
 Street Address: 500 Seventh Avenue  
 City: New York State: NY ZIP: 10018

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Financial Institution

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 conveyances:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: September 27, 2002

4. Application Number(s) or registration number(s):  
 A. Trademark Application.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Federal Research Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 400 Seventh Avenue, N.W., Suite 101  
 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41): ..... \$ 40<sup>00</sup>  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document*

Harvey Guberman, Esq.  
Name of Person Signing

[Signature]  
Signature

9/30/02  
Date

Total number of pages including coversheet, attachments and document: 4

10/03/2002 6TON11 00000028 1738245

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated September 27 2002, by and between Land 'N' Sea, Inc. and Century Business Credit Corporation.

REGISTRATION NO. OR  
APPLICATION NO.

1738245

REGISTRATION OR  
FILING DATE

11/28/95

MARK

American Veterinary Supply  
Corp. with Coloreds

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, AMERICAN VETERINARY SUPPLY CORP., a corporation formed under the laws of New York, located at 155 Knickerbocker Avenue, Bohemia, New York 11716 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to STERLING NATIONAL BANK ("Lender") pursuant to (i) a certain Revolving Loan and Security Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

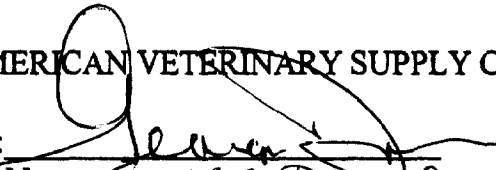
Dated: New York, New York  
September 17, 2002

Witness:

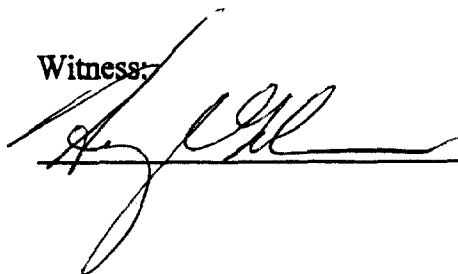


AMERICAN VETERINARY SUPPLY CORP.

By:

  
Name: GEORGE DONATO  
Its: CEO

Witness:



STERLING NATIONAL BANK

By:

  
Name: MARY ANN  
Its: PROSECUTOR

STATE OF NEW YORK )

: SS.:

COUNTY OF NEW YORK )

On this 27<sup>th</sup> day of SEPTEMBER, 2007, before me personally came George Amore to me known, who, being by me duly sworn, did depose and say that s/he is the CEO of ~~Fund N Sea, Inc.~~, the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation. American Veterinary Supply Corp

WILLIAM F. NEPDET, JR.  
NOTARY PUBLIC, State of New York  
No. 4810100  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Aug. 31, 2006

William F. Neplet Jr.  
Notary Public

STATE OF NEW YORK )

: SS.:

COUNTY OF NEW YORK )

On this 27<sup>th</sup> day of SEPTEMBER, 2007, before me personally came MURRAY MARSHALL to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of ~~Equity Business Center Corporation~~, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company. Steubing National Bank

WILLIAM F. NEPDET, JR.  
NOTARY PUBLIC, State of New York  
No. 4810100  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Aug. 31, 2006

William F. Neplet Jr.  
Notary Public