

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Congress Financial Corporation (Southwest)
1201 Main Street, Suite 1625
Dallas, TX 75202

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

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

2. Name and address of receiving party(ies)

Name: Sergeant's Pet Care Products, Inc.

Internal Address: Third Floor

Street Address: 1601 Elm Street

City: Dallas State: TX Zip: 75201

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

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 Release of Security Agreement
- Merger
- Change of Name

Execution Date: 09/10/2003

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

A. Trademark Application No.(s) See attached schedule.

B. Trademark Registration No.(s) See attached schedule.

Additional number(s) attached Yes No

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

Name: Purvi J. Patel

Internal Address: Haynes and Boone, LLP, Suite 3100

Street Address: 901 Main Street

City: Dallas State: TX Zip: 75202-3789

6. Total number of applications and registrations involved:

82

7. Total fee (37 CFR 3.41).....\$ 2,065.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-1394

DO NOT USE THIS SPACE

9. Signature.

Purvi J. Patel
Name of Person Signing


Signature

September 18, 2003
Date

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

31

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

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RECORDATION FORM COVERSHEET
 TRADEMARKS ONLY
 Continuation of Form PTO-1594

Conveying Party: Congress Financial Corporation (Southwest)
 Receiving Party: Sergeant's Pet Care Products, Inc.
 Release of Security Agreement

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

A. Trademark Application No.(s)		B. Trademark Registration No.(s)	
1	75/736,321	7	2,046,698
2	75/409,765	8	1,760,944
3	75/409,970	9	1,803,880
4	75/572,300	10	1,760,758
5	75/600,597	11	1,779,806
6	75/665,748	12	1,861,440
		13	1,788,358
		14	1,970,567
		15	1,949,713
		16	1,781,642
		17	1,978,921
		18	1,859,892
		19	1,855,331
		20	2,173,959
		21	2,290,417
		22	2,197,341
		23	2,189,966
		24	2,197,491
		25	2,005,202
		26	2,196,686
		27	2,202,258
		28	2,192,902
		29	2,192,907
		30	2,082,038
		31	2,032,961
		32	1,858,235
		33	1,856,387
		34	1,864,363
		35	0,893,965
		36	1,220,504
		37	1,284,847
		38	1,337,518
		39	1,501,838
		40	0,798,686
		41	0,218,757
		42	0,226,819
		43	1,020,766
		44	0,740,219
		45	1,941,813
		46	2,076,439
		47	1,493,123
		48	1,673,167
		49	2,247,388
		50	2,273,651
		51	2,298,808
		52	2,230,774
		53	2,284,839
		54	2,356,633
		55	2,261,106
		56	2,312,581

RECORDATION FORM COVERSHEET
 TRADEMARKS ONLY
 Continuation of Form PTO-1594

Conveying Party: Congress Financial Corporation (Southwest)
 Receiving Party: Sergeant's Pet Care Products, Inc.
 Release of Security Agreement

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

	B. Trademark Registration No.(s)
57	2,309,969
58	2,327,369
59	2,356,227
60	2,361,525
61	2,363,890
62	2,346,355
63	0,873,563
64	2,314,778
65	2,316,801
66	2,314,779
67	2,321,861
68	0,973,692
69	1,151,427
70	0,510,446
71	0,066,521
72	0,504,266
73	0,513,994
74	0,964,497
75	0,533,069
76	0,816,443
77	1,614,506
78	1,160,195
79	1,174,452
80	1,207,788
81	1,219,647
82	1,197,086

RELEASE OF SECURITY AGREEMENT

WHEREAS, Congress Financial Corporation (Southwest), a Texas corporation ("Secured Party"), having an office at 1201 Main Street, Suite 1625, Dallas Texas 75202, holds a security interest in certain Collateral, including certain Trademarks, by virtue of a Security Agreement dated as of September 1, 2000 ("Security Agreement"), and recorded in the United States Patent and Trademark Office on November 8, 2000, on Reel/Frame Number 2181/0320, and in the Canada Intellectual Property Office on November 17, 2000, in File No. 206905.

WHEREAS, Sergeant's Pet Care Products, Inc., a Nevada corporation ("Debtor"), having an address of 1601 Elm Street, Third Floor, Dallas, Texas 75201, has completely satisfied its debts, obligations and liabilities to Secured Party set forth in the Security Agreement and defined therein as the Obligations.

NOW THEREFORE, for and in consideration of Debtor's complete satisfaction of the Obligations and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby release unto Debtor, its successors, assigns and legal representatives, its security interest in and to the Collateral, including without limitation the Trademarks, including those listed on the attachment hereto, all proceeds thereof (such as, by way of example, income and license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all divisions, reissues, substitutions, renewals and extensions thereof.

Secured Party further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits and any other papers in connection therewith necessary to perfect such right, title and interest in Debtor and its respective successors, assigns and legal representatives.

All capitalized terms herein shall have the same meaning as defined in the Security Agreement.

SECURED PARTY:
CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)

Date: 9/8/03

By: [Signature]
Name: PAUL TRUAX
Title: Vice President

DEBTOR:
SERGEANT'S PET CARE PRODUCTS, INC.

Date: 9-10-03

By: [Signature]
Name: ALEX D. BROOK
Title: CEM

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS AGREEMENT ("Agreement"), dated September 1, 2000, is by and between SERGEANT'S PET CARE PRODUCTS, INC., a Nevada corporation ("Debtor"), with its chief executive office at 3131 Mckinney, Suite 200, Dallas, Texas 75204, care of Sowell & Co. and CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation ("Secured Party"), having an office at 1201 Main Street, Suite 1625, Dallas, Texas 75202.

WITNESSETH:

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 may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated September 1, 2000, by and between Secured Party and 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

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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 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

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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, to the extent such Collateral is necessary to the conduct of Debtor's business. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances 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) To the best of Debtor's knowledge, as of the date hereof, 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) From and after the occurrence and during the continuance of an Event of Default, 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

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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) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. 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. 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 which are material to Debtor's operations 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) Other than as disclosed in the Purchase Agreement (as such term is defined in the Loan Agreement), no material infringement or unauthorized use presently is being made of any of the Trademarks that would 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 which are material to Debtor's operations 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

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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, but shall not be applicable to actions taken by Secured Party after foreclosure or as a result of gross negligence or willful misconduct.

(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) 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 discretion deem appropriate. 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) 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

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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. 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) From and after the occurrence of and during the continuance of an Event of Default, 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 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,

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whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Texas (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 State of Texas and the United States District Court for the Northern District of Texas 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. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(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-

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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:

Sergeant's Pet Care Products, Inc.
c/o Sowell & Co.
3131 McKinney, Suite 200
Dallas, Texas 75204

Attention:

Alan D. Brown

If to Secured
Party:

Congress Financial Corporation (Southwest)
1201 Main Street, Suite 1625
Dallas, Texas 75202

Attention:

Michael R. Sheff

(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.

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- 8 -

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p. 16

(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 Page Intentionally Blank; Signature Page Follows]

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

SERGEANT'S PET CARE PRODUCTS, INC.

By: Alan D. Brown

Alan D. Brown
Chairman of the Board

CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)

By: Michael R. Sheff

Michael R. Sheff
Senior Vice President

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P. 18

STATE OF Texas)
)
COUNTY OF Dallas) ss.:

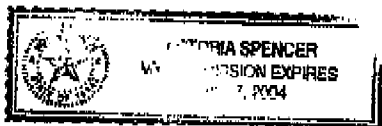
On this 1st day of September, 2000, before me personally came Alan D. Brown, to me known, who being duly sworn, did depose and say, that he is the Chairman of the Board of SERGEANT'S PET CARE PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Vict Spencer
Notary Public

STATE OF Texas)
)
COUNTY OF Dallas) ss.:

On this 1st day of September, 2000, before me personally came Michael R. Sheff, to me known, who, being duly sworn, did depose and say, that he is the Senior Vice President of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), 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.



Vict Sma
Notary Public

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

A-1

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TRADEMARK

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Sergeant's Pet Care Products, Inc. United States Trademark List									
Country	Mark	Status	App. / Reg. No.	Expiry Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due Date	Applicant/Holder of Record	Int'l Class	Goods
United States	FELINE URI-HEALTH	Pending	75736,321				Sergeant's Pet Products, Inc.	5	Nutritional supplement for pets
United States	PET CENT SYMBOLS AND DESIGN	Registered	2,046,698	03/18/07	Declaration Under Sections 8 & 15	03/18/03	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.
United States	... FOR THE LOVE OF YOUR PET AND HEART DESIGN	Registered	1,760,944	03/30/03			Sergeant's Pet Products, Inc.	5	Insecticides, namely, flea and tick sprays and shampoos for cats and dogs.
United States	OLD WEST PET TREATS	Registered	1,803,880	11/09/03			Sergeant's Pet Products, Inc.	31	Pet treats.
United States	SHOOTERS	Registered	1,760,758	03/23/03			Sergeant's Pet Products, Inc.	31	Edible cat and dog treats.
United States	SIX SHOOTERS	Registered	1,779,806	06/28/03			Sergeant's Pet Products, Inc.	31	Edible cat and dog treats.
United States	BAW BAW-Q'S	Registered	1,861,440	11/01/04	Declaration Under Sections 8 & 15	11/01/2000	Sergeant's Pet Products, Inc.	31	Edible dog treats.
United States	SHOOTERS AND DESIGN	Registered	1,738,358	08/17/03			Sergeant's Pet Products, Inc.	31	Edible cat and dog treats.
United States	SHOOTER ROLLS	Registered	1,970,567	04/23/06	Declaration Under Sections 8 & 15	04/23/02	Sergeant's Pet Products, Inc.	31	Pet treats.
United States	FLEA-BRITES	Registered	1,949,713	01/16/05	Declaration Under Sections 8 & 15	01/16/02	Sergeant's Pet Products, Inc.	5	Flea collars for cats and dogs.
United States	BAW BITS	Registered	1,781,642	07/13/03	Declaration Under Sections 8 & 15		Sergeant's Pet Products, Inc.	31	Pet food, namely, edible pet treats.
United States	LARLETS	Registered	1,978,921	06/04/06	Declaration Under Sections 8 & 15	06/04/02	Sergeant's Pet Products, Inc.	28	Pet toys.
United States	HOO TOONS	Registered	1,859,892	10/25/04	Declaration Under Sections 8 & 15	10/25/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	STAMP UNDE STICKS	Registered	1,855,331	09/20/04	Declaration Under Sections 8 & 15	09/20/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	OLD WEST TREAT COMPANY AND DESIGN	Registered	2,173,959	07/14/08	Declaration Under Sections 8 & 15	07/14/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MR. PORKIES AND DESIGN	Registered	2,296,417	11/02/09	Declaration Under Sections 8 & 15	11/02/05	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	TREATING PETS BETTER	Registered	2,197,341	10/20/08	Declaration Under Sections 8 & 15	10/20/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MR. PORKIES MISCELLANEOUS PIG FACE DESIGN	Registered	2,189,966	09/15/08	Declaration Under Sections 8 & 15	09/15/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Debtor") pursuant to a Trademark License Agreement dated September 1, 2003, by and among Debtor, Conagra Brands, Inc., Conagra Limited and Sergeant's Pet Products, Inc.

Sergeant's Pet Care Products, Inc.
United States Trademark List

Country	Mark	Status	App'l Reg. No.	Expiry Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due Date	Applicant/Holder of Record	Int'l Class	Goods
United States	PET LOCKER	Registered	2,197,491	10/20/08	Declaration Under Sections 8 & 15	10/20/04	Sergeant's Pet Products, Inc.	5, 8	Flea and tick repellent towels, flea and tick spray shampoo for pets, and flea and tick dip.
United States	FLOMP	Registered	2,005,202	10/01/06	Declaration Under Sections 8 & 15	10/01/02	Sergeant's Pet Products, Inc.	28	Nail clippers for pets Spring ball toy for pets
United States	MZ KATZ	Registered	2,196,686	10/13/08	Declaration Under Sections 8 & 15	10/13/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MISCELLANEOUS DESIGN MZ KATZ (STYLIZED)	Registered	2,202,258	11/03/08	Declaration Under Sections 8 & 15	11/03/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MISCELLANEOUS DESIGN MR. MOOS	Registered	2,192,902	09/29/06	Declaration Under Sections 8 & 15	09/29/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MISCELLANEOUS DESIGN MR. MOOS AND DESIGN	Registered	2,192,907	09/29/08	Declaration Under Sections 8 & 15	09/29/04	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	PET LOCKER	Registered	2,082,038	07/22/07	Declaration Under Sections 8 & 15	07/22/03	Sergeant's Pet Products, Inc.	5, 21, 28, 31	Flea and tick collars, flea and tick shampoo, flea and tick powders, carpet deodorizers and carpet flea and tick powders, pet sunscreens and pet combs. Pet toys. Pet treats.
United States	KILTY QS	Registered	2,037,961	01/21/07	Declaration Under Sections 8 & 15	01/21/04	Sergeant's Pet Products, Inc.	31	Pet treats.
United States	KNUCKLE SANDWICH	Registered	1,858,235	10/11/04	Declaration Under Sections 8 & 15	10/11/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	STAMPED STRIPS	Registered	1,856,387	09/27/04	Declaration Under Sections 8 & 15	09/27/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	VITALE STIX	Registered	1,864,263	11/22/04	Declaration Under Sections 8 & 15	11/22/00	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	HANSECT	Pending Renewal	0,893,965	07/07/10			Sergeant's Pet Products, Inc.	18	Dog and cat collars incorporating an insecticide, which repels and kills fleas and ticks.
United States	DEFALITY CLEAN	Registered	1,220,504	12/21/02			Sergeant's Pet Products, Inc.	3	Shampoo for dogs.

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Debtor") pursuant to a Trademark License Agreement dated September 1, 2000, by and among Debtor, ConAgra Brands, Inc., ConAgra Limited and Sergeant's Pet Products, Inc.



Sergeant's Pet Care Products, Inc.
United States Trademark List

Country	Mark	Status	Appl. Reg. No.	Expire Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due	Applicant/Holder of Record	Int'l Class	Goods
United States	FOAM 'N' COMB	Registered	1,284,847	07/10/04			Sergeant's Pet Products, Inc.	3	Dry shampoo for dogs and cats.
United States	RUG PATROL DOG DESIGN	Registered	1,337,518	05/28/05			Sergeant's Pet Products, Inc.	3	Carpet insecticide and freshener.
United States	RUG RELIEF	Registered	1,501,838	08/20/08			Sergeant's Pet Products, Inc.	3	Cleaning preparations with odor and stain eliminating properties.
United States	SENTRY	Renewed	0,798,686	11/16/05			Sergeant's Pet Products, Inc.	18	Plastic dog collars incorporating an insecticide, which vaporizes and kills fleas and ticks.
United States	SKIFFLEA	Renewed	0,218,757	10/05/06			Sergeant's Pet Products, Inc.	3	Dog soap.
United States	SURE SHOT	Renewed	0,206,819	04/19/07			Sergeant's Pet Products, Inc.	5	Capsules and a liquid preparation for dogs.
United States	VITAPET	Renewed	1,020,766	09/16/05			Sergeant's Pet Products, Inc.	5	Therapeutic food supplement for dogs.
United States	WORM-A-WAY	Renewed	0,740,219	11/06/02			Sergeant's Pet Products, Inc.	5	Anthelmintic for large roundworms in dogs and puppies.
United States	LAMINATE WHISKIES	Registered	1,941,813	12/12/05		12/12/01	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MOO-Q'S	Registered	2,076,439	07/03/07			Sergeant's Pet Products, Inc.	31	Pet treats.
United States	MOOCHU	Registered	1,493,123	06/21/08		07/01/03	Sergeant's Pet Products, Inc.	18	Pet collars and non-metallic pet leashes.
United States	FUR-SO-FRESH	Registered	1,673,167	01/28/02			Sergeant's Pet Products, Inc.	3	Pet shampoo.
United States	SEASONS GRK...EATING	Registered	2,247,388	05/25/09		05/25/05	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.
United States	GRK...EATING	Registered	2,273,651	08/31/09		08/31/05	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.
United States	VETERINARIAN HEALTH CARE FOR PETS	Pending	75409765				Sergeant's Pet Products, Inc.	5	Nutritional supplements for pets, pain relief preparations for pets, inflammation relief preparations for pets, circulation enhancer

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Debtor") pursuant to a Trademark License Agreement dated September 1, 2000, by and among Debtor, ConAgra Brands, Inc., ConAgra Limited and Sergeant's Pet Products, Inc.

Sergeant's Pet Care Products, Inc.
United States Trademark List

Country	Mark	Status	App'l Rec No.	Expiry Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due	Applicant/Holder of Record	Int'l Class	Goods
United States	VEITCHRITION HEALTH CARE FOR PETS AND DESIGN	Pending	15409, 970				Sergeant's Pet Products, Inc.	5	Nutritional supplements for pets, pain relief preparations for pets, inflammation relief preparations for pets, circulation enhancing preparations for pets, ear medicines for pets, medicated ear cleaning preparations for pets, medicated eye ointment for pets, antiseptics for pets, flea and tick repellents for pets, and medicated preparations for relief of skin irritations in pets
United States	PHLETT	Registered	2,299,808	12-07-99	Declaration Under Sections 8 & 15	12-07-05	Sergeant's Pet Products, Inc.	5	Flea and tick control products, namely, sprays, shampoos, medicated powders, and topical treatments for household pets and sprays, powders and aerosol foggers for premise applications

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Debtor") pursuant to a Trademark License Agreement dated September 1, 2000, by and among Debtor, ConAgra Brands, Inc., ConAgra Limited and Sergeant's Pet Products, Inc.

Sergeant's Pet Care Products, Inc.
United States Trademark List

Country	Mark	Status	App. / Reg. No.	Expiry Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due Date	Applicant/Holder of Record	Int'l Class	Goods
United States	OLD WEST TREAT COMPANY	Registered	2,230,774	03/09/09	Declaration Under Sections 8 & 15	03/09/05	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MOO BITS	Registered	2,284,839	10/12/09	Declaration Under Sections 8 & 15	10/12/05	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	MIXED GRILL	Registered	2,356,633	06/13/10	Declaration Under Sections 8 & 15	06/13/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	BARBERY	Registered	2,201,106	07/13/09	Declaration Under Sections 8 & 15	07/13/05	Sergeant's Pet Products, Inc.	31	Edible pet treat.
United States	OUT-N-ABOUT	Registered	2,312,581	01/25/10	Declaration Under Sections 8 & 15	01/25/06	Sergeant's Pet Products, Inc.	18	Pet collars.
United States	LEAD-A-LOOSE	Registered	2,309,969	01/18/10	Declaration Under Sections 8 & 15	01/18/06	Sergeant's Pet Products, Inc.	18	Pet leashes.
United States	NECK-O-RATIONS	Registered	2,327,369	03/03/10	Declaration Under Sections 8 & 15	03/03/06	Sergeant's Pet Products, Inc.	18	Pet collars.
United States	MOO PURRS	Registered	2,356,227	06/06/10	Declaration Under Sections 8 & 15	06/06/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	BAA-PURRS	Registered	2,361,525	06/27/10	Declaration Under Sections 8 & 15	06/27/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	SHRIMP-PURRS	Registered	2,363,890	07/04/10	Declaration Under Sections 8 & 15	07/04/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	SALMON-PURRS	Pending	75972,300				Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	TURON CHEW	Pending	75660,597				Sergeant's Pet Products, Inc.	28	Chew toy for dogs.
United States	UNCLE SAM'S	Registered	2,346,335	05/02/10	Declaration Under Sections 8 & 15	05/02/06	Sergeant's Pet Products, Inc.	31	Dog and cat treats in the nature of processed natural animal products
United States	UNCLE SAM	Registered	0,873,363	07/22/09			Sergeant's Pet Products, Inc.	31	Livestock feed.
United States	PETSATIONS	Pending	75165,748		Statement of Use	09/21/09	Sergeant's Pet Products, Inc.	18, 31	Rawhide chews for dogs. Edible pet treats.
United States	FOR THE FLOVE OF YOUR PET UNCLE SAM'S NATURAL PET TREATS AND DESIGN	Registered	2,314,778	02/01/10	Declaration Under Sections 8 & 15	02/01/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	FOR THE FLOVE OF YOUR PET UNCLE SAM'S NATURAL DOG TREATS AND DESIGN	Registered	2,316,801	02/01/10	Declaration Under Sections 8 & 15	02/08/06	Sergeant's Pet Products, Inc.	31	Edible pet treats.
United States	FOR THE FLOVE OF YOUR	Registered	2,314,779	02/01/10	Declaration Under	02/01/06	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Debtor") pursuant to a Trademark License Agreement dated September 1, 2000, by and among Debtor, ConAgra Brands, Inc., ConAgra Limited and Sergeant's Pet Products, Inc.

Sergeant's Pet Care Products, Inc.
United States Trademark Law

Country	Mark	Status	App. / Reg. No.	Expiry Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due	Applicant/Holder of Record	Int'l Class	Goods
United States	PET UNCLE SAM'S PREMIUM RAWHIDE AND DESIGN	Registered	2,321,866	09/27/10	Declaration Under Sections 8 & 15	03/22/06	Sergeant's Pet Products, Inc.	18	Rawhide chews for dogs.
United States	FOR THE LOVE OF YOUR PET UNCLE SAM'S NATURAL RAWHIDE AND DESIGN	Registered	0,903,692	11/27/03			Sergeant's Pet Products, Inc.	18	Medicines and pharmaceutical preparations for animals and birds; namely, vitamins, tonics, ointments, digestive aids, cold aids, blood aids; animal equipment; namely, bird and animal cages, feed and water cups and covers, perches, swings, ladders, carpet scratchers, harness and bird wheels, litter pans, feeders, waterers, toys and collars; seeds for animals and birds.
United States	GEISLER FOR THE LOVE OF YOUR PET AND DESIGN	Registered	1,351,427	04/21/09			ConAgra Brands, Inc.	5, 18, 20, 21, 28, 31	Medicines and pharmaceutical preparations for animals; namely, vitamins, tonics, ointments, cold liver oil, wheat germ oil, inhalants, digestive aids, cold aids, blood aids and medicated foods; small animal scratching posts, covers, perches, swings, ladders and exercise wheels; outdoor; animal equipment; namely, bird

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Debtor") pursuant to a Trademark License Agreement dated September 1, 2000, by and among Debtor, ConAgra Brands, Inc., ConAgra Limited and Sergeant's Pet Products, Inc.



Sergeant's Pet Care Products, Inc.
United States Trademark List

Country	Mark	Status	App'l. Ref. No.	Expir. Date	Maintenance Action Due to Avoid Entry Cancellation	Maintenance Action Due	Applicant/Holder of Record	Int'l. Class	Goods
United States	SERGEANT'S (stylized) *	Renewed	0,510,946	05/31/09			ConAgra Brands, Inc.	3	and animal cages, litter pans, cups; toys for animals; food for animals.
United States	SERGEANT'S *	Renewed	0,066,521	12/10/07			ConAgra Brands, Inc.	3	Flea soap. Dog remedies; mange-ovintment; remedy for fleas; ear-ear-wash; remedy for worms; and constipation cure.
United States	SERGEANT'S *	Renewed	4,504,266	11/30/08			ConAgra Brands, Inc.	5	Mange medicine.
United States	SERGEANT'S *	Renewed	0,513,994	08/23/09			ConAgra Brands, Inc.	5	Tick killer in powder form and skin bath for use on dogs; pappy capsules; vitamin capsules; serotopic mange medicine; flea powder; disinfectant.
United States	SERGEANT'S *	Renewed	0,964,197	07/24/03			ConAgra Brands, Inc.	28	Pet toys.
United States	SERGEANT'S *	Renewed	0,533,669	11/07/00			ConAgra Brands, Inc.	3	Dry cleaner powder preparation for use on dogs and cats; a liquid preparation for removing stains from fabrics and leather materials caused by animals; and soap.
United States	SERGEANT'S *	Renewed	0,816,443	10/11/06			ConAgra Brands, Inc.	5	Practic dog collars incorporating an insecticide which vaporizes and kills fleas and ticks.
United States	SHOOK	Registered	1,614,506	09/25/00			ConAgra, Inc.	1	Chemical repellent for use in the training of dogs and cats.
United States	IM FOR THE BIRDS	Registered	1,160,195	07/07/01			ConAgra, Inc.	31	Wild bird feed.
United States	TAKE A BIRD TO LUNCH	Registered	1,174,453	10/20/01			ConAgra, Inc.	31	A kit consisting of a head feeder and bird feed.

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Debtor") pursuant to a Trademark License Agreement dated September 1, 2000, by and among Debtor, ConAgra Brands, Inc., ConAgra Limited and Sergeant's Pet Products, Inc.



Sergeant's Pet Care Products, Inc. United States Trademark List									
Country	Mark	Status	Appl. Reg. No.	Exam. Date	Maintenance Action Due to Avoid Early Cancellation	Maintenance Action Due	Applicant/Holder of Record	Int'l Class	Goods
United States	ATLANTIS	Registered	1,207,788	09/14/02			ConAgra, Inc.	5, 6, 7, 8, 9, 11, 16, 17, 20, 22, 31	Fungicides and germinicides; metallic pumps; vibrator air purrups and valves for aquariums; hand scrapers for aquariums; thermometers; electric light bulbs and heaters for aquariums; aquariums; aquarium filters; and aquarium equipment - namely, air scoops, aerating ornaments, sea anchors, plastic canisters, sunken barrels, sign posts, and spear cleans; vinyl tubing; artificial plastic aquarium plants; fish nets; fish food
United States	DOUBLE DUTY	Registered	1,219,647	12/14/02			ConAgra, Inc.	5	collars for dogs and cats
United States	PROFESSIONAL FORMULA	Registered	1,197,086	06/01/02			ConAgra, Inc.	31	Dog food

* All designated "Sergeant's" marks and designs are licensed to Sergeant's Pet Care Products, Inc. ("Doctor") pursuant to a Trademark License Agreement dated September 1, 2000, by and among Doctor, ConAgra Brands, Inc., ConAgra Limited and Sergeant's Pet Products, Inc.





EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

None.

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TRADEMARK
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EXHIBIT C
 TO
 TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that SERGEANT'S PET CARE PRODUCTS, INC. ("Debtor"), having an office at 3131 Mckinney, Suite 200, Dallas, Texas 75204 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (SOUTHWEST) ("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:

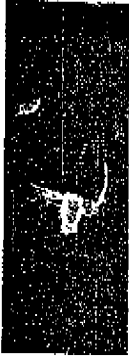
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks 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: September 1, 2000

SERGEANT'S PET CARE PRODUCTS, INC.

By: _____
 Alan D. Brown
 Chairman of the Board



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

On this 1st day of September, 2000, before me personally came Alan D. Brown, to me known, who being duly sworn, did depose and say, that he is the Chairman of the Board of SERGEANT'S PET CARE PRODUCTS, INC., 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

Aug 27 03 08:56a

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p. 31

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

KNOW ALL MEN BY THESE PRESENTS, that SERGEANT'S PET CARE PRODUCTS, INC. ("Debtor"), having an office at 3131 Mckinney, Suite 200, Dallas, Texas 75204 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (SOUTHWEST) ("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:

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: September 1, 2000

SERGEANT'S PET CARE PRODUCTS, INC.

By: Alan D. Brown
Alan D. Brown
Chairman of the Board

Aug 27 03 08:56a 4

70: 15-3066

p. 32

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

On this 1st day of September, 2000, before me personally came Alan D. Brown, to me known, who being duly sworn, did depose and say, that he is the Chairman of the Board of SERGEANT'S PET CARE PRODUCTS, INC., 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.



Vict Sp
Notary Public

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HAYNES AND BOONE, LLP
Fax Transmittal

DATE: September 25, 2003 **Total Pages Including Cover:** 34

TO: Mail Stop Assignment Recordation Services **Company:** NTD Patent & Trademark Agency Limited

Fax #: (703) 306-5995 **Phone #:**

Client/Matter #: 26827.25

FROM: Purvi J. Patel **Haynes and Boone, LLP**
901 Main Street, Suite 3100
I.D. #: 80224 Dallas, Texas 75202-3789
Direct Phone #: 214-651-5917
Direct Fax #: 214-200-0812 **Main Phone #:** (214) 651-5000
E-Mail: patelp@haynesboone.com **Main Fax #:** (214) 651-5940

Should you have any problems with this transmittal, please call: Kathy Mettee at (214) 651-5464

MESSAGE: Please see attached facsimile that was previously sent to you on September 19, 2003, however, after calling your office, your records indicate that you did not receive it. Please confirm receipt. Thank you.

Confidentiality Note: The information contained in this facsimile message is privileged and confidential and is intended only for the use of the addressee. The term "privileged and confidential" includes, without limitation, attorney-client privileged communications, attorney work product, trade secrets, and any other proprietary information. Nothing in this facsimile is intended by the attorney or the client to constitute a waiver of the confidentiality of this message. If the reader of this message is not the intended recipient, or employee/agent of the intended recipient, you are hereby notified that any duplication, or distribution of this communication is unauthorized. If you have received this message in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you. **TRADEMARK**

REEL: 002721 FRAME: 0678

HAYNES AND BOONE, LLP

September 18, 2003

VIA FACSIMILE: 703-306-5995

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

h] b

Re: Release of Security Agreement
Congress Financial Corporation (Southwest)/Sergeant's Pet Care Products, Inc.
Our Ref.: 26827.25

Dear Sir or Madam:

We are enclosing (1) Release of Security Agreement from Congress Financial Corporation (Southwest) to Sergeant's Pet Care Products, Inc., along with a Recordation Form Cover Sheet, in duplicate, authorizing payment to be charged to our deposit account, representing recording fees of \$2,065.00 for processing and placement of record.

If you have any questions, please feel free to contact us. Kindly forward the recorded document to my attention.

Best regards,



Purvi J. Patel
Direct phone: 214-651-5917
Direct fax: 214-200-0812
patelp@haynesboone.com

PJP/caf
Enclosures
D-1168908_1.DOC

Attorneys

901 Main Street Suite 3100 Dallas, Texas 75202-3789

Telephone [214] 651.5000 Fax [214] 651.5940 <http://www.haynesboone.com>

TRADEMARK

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HAYNES AND BOONE, LLP
Fax Transmittal

DATE: September 19, 2003 **Total Pages Including Cover:** 33

TO: Mail Stop Assignment Recordation Services **Company:** NTD Patent & Trademark Agency Limited

Fax #: (703) 306-5995 **Phone #:**

Client/Matter #: 26827.25

FROM: Purvi J. Patel **Haynes and Boone, LLP**
I.D. #: 80224 901 Main Street, Suite 3100
Dallas, Texas 75202-3789
Direct Phone #: 214-651-5917
Direct Fax #: 214-200-0812 **Main Phone #:** (214) 651-5000
E-Mail: patelp@haynesboone.com **Main Fax #:** (214) 651-5940

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MESSAGE:

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Congress Financial Corporation (Southwest)
1201 Main Street, Suite 1625
Dallas, TX 75202

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

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

3. Nature of conveyance:

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

Execution Date: 09/10/2003

2. Name and address of receiving party(ies)

Name: Sergeant's Pet Care Products, Inc.
Internal
Address: Third Floor

Street Address: 1601 Elm Street
City: Dallas State: TX Zip: 75201

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

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

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

A. Trademark Application No.(s) See attached schedule

B. Trademark Registration No.(s) See attached schedule

Additional number(s) attached Yes No

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

Name: Purvi J. Patel

Internal Address: Haynes and Boone, LLP, Suite 3100

Street Address: 901 Main Street

City: Dallas State: TX Zip: 75202-3789

6. Total number of applications and registrations involved: 82

7. Total fee (37 CFR 3.41).....\$ 2,065.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-1394

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9. Signature.

Purvi J. Patel
Name of Person Signing


Signature

September 18, 2003
Date

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Mail documents to be recorded with required cover sheet information to:
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(Rev. 10/02)
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1201 Main Street, Suite 1625
Dallas, TX 75202

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- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

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Internal
Address: Third Floor
Street Address: 1601 Elm Street
City: Dallas State: TX Zip: 75201

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

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

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A. Trademark Application No.(s) See attached schedule.

B. Trademark Registration No.(s) See attached schedule.

Additional number(s) attached Yes No

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Name: Purvi J. Patel
Internal Address: Haynes and Boone, LLP, Suite 3100

Street Address: 901 Main Street

City: Dallas State: TX Zip: 75202-3789

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 2,065.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Purvi J. Patel
Name of Person Signing



September 18, 2003
Date

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