

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):**

Sergeant's Pet Care Products, Inc.  
1601 Elm Street, Third Floor  
Dallas, TX 75201

- 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: Texas Capital Bank, National Association  
Internal  
Address: Suite 900  
  
Street Address: 2100 McKinney  
  
City: Dallas State: TX Zip: 75204

- Individual(s) citizenship
- Association Texas
- General Partnership
- Limited Partnership
- Corporation-State
- 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
- Merger
- Change of Name

Execution Date: 09/02/2003

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

A. Trademark Application No.(s) 78154175, 76073519  
78181942, 76146795, 76175986, 78137342, 78142275

B. Trademark Registration No.(s) 1824549, 1207788  
1861440, 1781642, 2361525, 893965, 2261106, 1220504

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: Suite 3100  
Haynes and Boone, LLP  
  
Street Address: 901 Main Street  
  
City: Dallas State: TX Zip: 75202-3789

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

**160**

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

- Enclosed
- Authorized to be charged to deposit account

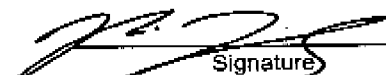
**8. Deposit account number:**

08-1394

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**9. Signature.**

Purvi J. Patel  
Name of Person Signing

  
Signature

September 24, 2003  
Date

Total number of pages including cover sheet, attachments, and document: **78**

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76234574, 76071358, 76384883, 76384999, 75723803,

B. Trademark Registration No.(s) 1575885, 1610978,  
1594475, 577878, 748854, 1438257, 1273795, 1438258

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<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>09/02/2003</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>76001573, 75883545,</u> <u>76015809, 76445127, 76445126, 76146796, 76057760,</u> B. Trademark Registration No.(s) <u>1219647, 258302,</u> <u>1508487, 2420779, 1949713, 2005202, 1284847,</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Purvi J. Patel</u>  Internal Address: <u>Sulte 3100</u> <u>Haynes and Boone, LLP</u>  Street Address: <u>901 Main Street</u>  City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75202-3769</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">160</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> _____ <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>08-1394</u>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Purvi J. Patel</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>September 24, 2003</u>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;"> <span style="border: 1px solid black; padding: 2px;">78</span> </div>		

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74269097, 76100352, 74573875, 78167796, 74212260,

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78154188, 78193156, 78154181, 75506508, 76146794,

B. Trademark Registration No.(s) 1160195, 2032961,  
1858235, 1941813, 1978921, 2309969, 569205, 1422199,

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74706564

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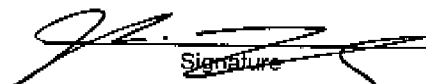
08-1394

**DO NOT USE THIS SPACE**

9. Signature.

Purvi J. Patel

Name of Person Signing



Signature

September 24, 2003

Date

Total number of pages including cover sheet, attachments, and document: 78

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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): Sergeant's Pet Care Products, Inc. 1601 Elm Street, Third Floor Dallas, TX 75201

2. Name and address of receiving party(ies) Name: Texas Capital Bank, National Association Internal Address: Suite 900 Street Address: 2100 McKinney City: Dallas State: TX Zip: 75204

3. Nature of conveyance: Security Agreement Execution Date: 09/02/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1755322, 1593298, 843886, 2046698, 2197491, 2082038, 2659862

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Purvi J. Patel Internal Address: Suite 3100 Haynes and Boone, LLP Street Address: 901 Main Street City: Dallas State: TX Zip: 75202-3789

6. Total number of applications and registrations involved: 160 7. Total fee (37 CFR 3.41): 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 Date September 24, 2003

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2. Name and address of receiving party(ies) Name: Texas Capital Bank, National Association Internal Address: Suite 900 Street Address: 2100 McKinney City: Dallas State: TX Zip: 75204 [ ] Individual(s) citizenship [x] Association Texas [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [ ] 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 [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 09/02/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1825355, 1828477, 1476130, 1493123, 2298808, 1197086, 1337518 Additional number(s) attached [x] Yes [ ] No

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Address: Suite 900

Street Address: 2100 McKinney

City: Dallas State: TX Zip: 75204

- Individual(s) citizenship
- Association Texas
- General Partnership
- Limited Partnership
- Corporation-State
- 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) \_\_\_\_\_

B. Trademark Registration No.(s) 1501838, 2384731

1691000, 2247388, 798686, 1614506, 2363890, 1779806

Additional number(s) attached  Yes  No

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A. Trademark Application No.(s)

B. Trademark Registration No.(s) 218757, 1970567

1760758, 1788358, 1855331, 1856387, 226819, 1174452

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A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1827647, 889124,  
1839060, 1461227, 2197341, 2565582, 2346355,

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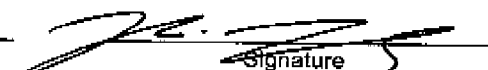
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A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 2485523, 2438833,  
1020786, 1864363, 740219

Additional number(s) attached  Yes  No

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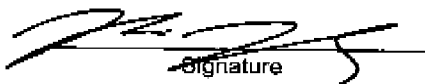
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**PLEDGE AND SECURITY AGREEMENT**

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of September 2, 2003, by and among **SERGEANT'S PET CARE PRODUCTS, INC.** ("Debtor"), and **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, a national banking association ("Lender") on behalf of itself and its Affiliates ("Secured Party").

**PRELIMINARY STATEMENT**

Debtor and Lender are entering into a Loan Agreement dated as of even date herewith (as it may be amended, restated, or modified from time to time, the "Loan Agreement"). Debtor is entering into this Pledge and Security Agreement (as it may be amended, restated, or modified from time to time, the "Security Agreement") in order to, among other things, induce Lender to enter into and extend credit to Debtor under the Loan Agreement.

ACCORDINGLY, Debtor and Secured Party hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

1.1 Terms Defined in Loan Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

1.2 Terms Defined in Texas Uniform Commercial Code. Terms defined in the Texas Uniform Commercial Code which are not otherwise defined in this Security Agreement are used herein as defined in the Texas Uniform Commercial Code as in effect on the date hereof.

1.3 Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" mean any "account" as such term is defined in Section 9.102(a)(2) of the UCC, now owned or hereafter acquired by Debtor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by Debtor: (a) all rights of Debtor to payment for goods sold or leased or services rendered or the license of Intellectual Property, whether or not earned by performance, (b) all accounts receivable (including Health Care Insurance Receivables) of Debtor, (c) all rights of Debtor to receive any payment of money or other form of consideration, (d) all security pledged, assigned, or granted to or held by Debtor to secure any of the foregoing, (e) all guaranties of, or indemnifications with respect to, any of the foregoing, (f) all Chattel Paper, (g) all Instruments, and (h) all rights of Debtor as unpaid sellers of goods or services, including, but not limited to, all rights of stoppage in transit, replevin, reclamation, and resale.

“Account Debtor” means any Person who is or who may become obligated to Debtor under, with respect to, or on account of an Account.

“Article” means a numbered article of this Security Agreement, unless another document is specifically referenced.

“Chattel Paper” means any “chattel paper” as such term is defined in Section 9.102(a)(11) of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all Electronic Chattel Paper, Tangible Chattel Paper and all records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, or a lease of specific goods, now owned or hereafter acquired by Debtor.

“Collateral” means all Accounts, Chattel Paper, Documents, Equipment, General Intangibles, Financial Assets, Letter of Credit Rights, Commercial Tort Claims, Fixtures, Investment Property, Instruments, Inventory, Health Care Insurance Receivables, Intellectual Property, Securities, Deposit Accounts, rights and interest in and to the License Agreement, including all funds, certificates, checks, drafts, wire transfer receipts, and other earnings, profits, or other proceeds from time to time representing, evidencing, deposited into, or held in Deposit Accounts, Stock Rights and Other Collateral, wherever located, in which Debtor now has or hereafter acquires any right or interest, and the Proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

“Commercial Tort Claims” means any “commercial tort claim” as such term is defined in Section 9.102(a)(13) of the UCC, now owned or hereafter acquired by Debtor and in any event, shall include, without limitation, any claim now owned or hereafter acquired by Debtor, arising in tort with respect to which: (a) the claimant is an organization; or (b) the claimant is an individual and the claim (i) arose in the course of the claimant’s business or profession and (ii) does not include damages arising out of personal injury to or the death of an individual.

“Control” shall have the meaning set forth in Section 9.115 of the UCC.

“Debtor” includes Debtor’s successors and assigns.

“Deposit Accounts” means any “deposit account” as such term is defined in Section 9.102(a)(29) of the UCC, now owned or hereafter acquired by Debtor and in any event, shall include, without limitation, any and all deposit accounts or other bank accounts now owned or hereafter acquired or opened by Debtor, and any account which is a replacement or substitute for any of such accounts, including, without limitation, those deposit accounts identified on Exhibit A.

“Documents” means any “document” as such term is defined in Section 9.102(a)(30) of the UCC, now owned or hereafter acquired by Debtor, including without limitation all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods,

and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

“Electronic Chattel Paper” means any “electronic chattel paper” as such term is defined in Section 9.102(a)(31) of the UCC, now owned or hereafter acquired by Debtor.

“Equipment” means any “equipment” as such term is defined in Section 9.102(a)(33) of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all machinery, equipment, furnishings, Fixtures and vehicles now owned or hereafter acquired by Debtor and any and all additions, substitutions, and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment, and accessories installed thereon or affixed thereto.

“Exhibit” refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

“Financial Assets” means any “financial asset” as such term is defined in Section 8.102(a)(9) of the UCC, now owned or hereafter acquired by Debtor.

“Fixtures” means all goods which become so related to particular real estate that an interest in such goods arises under any real estate law applicable thereto, including, without limitation, all trade fixtures.

“General Intangibles” means any “general intangibles” as such term is defined in Section 9.102(a)(42) of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by Debtor: (a) all of Debtor’s trade secrets, Intellectual Property, registrations, renewal rights, goodwill franchises, licenses, permits, proprietary information, customer lists, designs, and inventions, (b) all of Debtor’s books, records, data, plans, manuals, computer software, and computer programs, (c) all of Debtor’s contract rights, partnership interests, joint venture interests, securities, deposit accounts, investment accounts, certificates of deposit, and investment property, (d) all rights of Debtor to payment under letters of credit and similar agreements, (e) all tax refunds and tax refund claims of Debtor, (f) all choses in action and causes of action of Debtor (whether arising in contract, tort, or otherwise and whether or not currently in litigation) and all judgments in favor of Debtor, (g) all rights and claims of Debtor under warranties and indemnities, and (h) all rights of Debtor under any insurance, surety, or similar contract or arrangement.

“Health Care Insurance Receivable” means any “health care insurance receivable” as such term is defined in Section 9.102(a)(46) of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, any interest in or claim under a policy of insurance that is a right to payment of a monetary obligation for health care goods or services provided, whether now owned or hereafter acquired by Debtor.

"Instrument" means any "instrument" as such term is defined in Section 9.102(a)(47) of the UCC, now owned or hereafter acquired by Debtor, other than stock and other securities, and in any event, shall include, without limitation, all promissory notes, drafts, bills of exchange and trade acceptances of Debtor, whether now owned or hereafter acquired.

"Intellectual Property" means the copyrights, copyright licenses, patents, patent licenses, trademarks, and trademark licenses now owned or hereafter acquired by Debtor including, without limitation, those certain copyrights, copyright licenses, patents, patent licenses, trademarks, and trademark licenses identified on Exhibit F.

"Inventory" means any "inventory" as such term is defined in Section 9.102(a)(48) of the UCC, now owned or hereafter acquired by Debtor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by Debtor: (a) all goods and other personal property of Debtor that are held for sale or lease or to be furnished under any contract of service, (b) all raw materials, work-in-process, finished goods, inventory, supplies, and materials of Debtor, (c) all wrapping, packaging, advertising, and shipping materials of Debtor, (d) all goods that have been returned to, repossessed by, or stopped in transit by Debtor, and (e) all Documents evidencing any of the foregoing.

"Investment Property" means any "investment property" as such term is defined in Section 9.102(a)(49) of the UCC, now owned or hereafter acquired by Debtor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by Debtor: (a) any security, whether certificated or uncertificated; (b) any security entitlement; (c) any securities account (including, without limitation, those described on Exhibit B); (d) any commodity contract; and (e) any commodity account (including, without limitation, those identified on Exhibit B).

"Letter-of-Credit Right" means any "letter-of-credit right" as such term is defined in Section 9.102(a)(51) of the UCC, now owned or hereafter acquired by Debtor, and in any event, shall include, without limitation, any right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance (but shall not include any right of a beneficiary to demand payment or performance under a letter of credit), now owned or hereafter acquired by Debtor.

"License Agreement" means that certain Trademark License Agreement between SPC Trademarks, LLC, as Licensor, and Debtor, as Licensee.

"Obligations" means:

- (a) Debtor's obligations and indebtedness under the Loan Agreement, each Loan Document and this Security Agreement;
- (b) all future advances by Lender or its Affiliates to Debtor;

(c) all costs and expenses, including, without limitation, all reasonable attorneys' fees and legal expenses, incurred by Lender or its Affiliates to preserve and maintain the Collateral, collect the obligations herein described, and enforce this Security Agreement;

(d) all other obligations, indebtedness, and liabilities of Debtor to Lender or its Affiliates, now existing or hereafter arising, regardless of whether such obligations, indebtedness, and liabilities are similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several;

(e) all amounts owed under any extension, renewal, or modification of any of the foregoing; and

(f) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations due do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

"Other Collateral" means any property of Debtor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Documents, Equipment, General Intangibles, Financial Assets Instruments, Letter-of-Credit Rights, Commercial Tort Claims, Inventory, Investment Property, Pledged Securities, Deposit Accounts, including all funds, certificates, checks, drafts, wire transfer receipts, and other earnings, profits, or other proceeds from time to time representing, evidencing, deposited into, or held in Deposit Accounts, and Stock Rights, including, without limitation, all cash on hand and all deposit accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of Debtor other than real estate.

"Pledged Securities" means 100% of all capital stock (or other equity interests) now or in the future issued by each present and future Subsidiaries of Debtor.

"Proceeds" means any "proceeds" as such term is defined in Section 9.102(a)(65) of the UCC and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting under color of Governmental Authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments, or Commercial Tort Claims, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Section" means a numbered Section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means the Obligations, including without limitation any such Obligations incurred or accrued during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, whether or not allowed or allowable in such proceeding.

"Security" has the meaning set forth in 8.102(a)(15) of the UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which Debtor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

"Tangible Chattel Paper" means any "tangible chattel paper" as such term is defined in Section 9.102(a)(79) of the UCC, now owned or hereafter acquired by Debtor.

"UCC" means the Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time, or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## ARTICLE II

### GRANT OF SECURITY INTEREST .

2.1 Security Interest. Debtor hereby pledges, assigns, and grants to Secured Party (including their Affiliates), a security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations. If the security interest granted hereby in any rights of Debtor under any contract included in the Collateral is expressly prohibited by such contract, then the security interest hereby granted therein nonetheless remains effective to the extent allowed by Article or Chapter 9 of the UCC or other applicable law but is otherwise limited by that prohibition. Secured Party acknowledges that the attachment of its security interest in any Commercial Tort Claim as Collateral is subject to Debtor's compliance with Section 4.15.

2.2 Debtor Remains Liable. Notwithstanding anything to the contrary contained herein, (a) Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its respective duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release Debtor from any of its

duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any of the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

2.3 Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article or Chapter 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by subchapter E of Chapter 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether Debtor is an organization, the type of organization and any organization identification number issued to Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Debtor agrees to furnish any such information to Secured Party promptly upon request.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants to Secured Party that:

3.1 Title, Authorization, Validity, and Enforceability. Debtor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to Secured Party the security interest in such Collateral pursuant hereto. The execution and delivery by Debtor of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of Debtor and creates a security interest which is enforceable against Debtor in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against Debtor in the locations listed on Exhibit C, Secured Party will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6.

3.2 Principal Location. Debtor's mailing address, and the location of its chief executive office and of the books and records relating to the Receivables, are disclosed in Exhibit D; Debtor has no any other places of business except those set forth in Exhibit D.

3.3 Property Locations. The Inventory, Equipment, and Fixtures are located solely at the leased locations described in Part B of Exhibit D, other than Inventory in transit and Inventory which is held in a public warehouse or is otherwise held by a bailee or on consignment

or is located at the site of a supplier of products to Debtor, with respect to which Inventory Debtor has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Banks to protect the Secured Party's security interest in such Inventory.

3.4 Deposit, Commodity, and Securities Account. Exhibit A correctly identifies all deposit, commodity, and securities accounts owned by Debtor and the institutions holding such accounts. No Person other than Debtor has control over any Investment Property.

3.5 No Other Names. Debtor has not conducted business under any name except the name in which it has executed this Security Agreement.

3.6 No Event of Default. No Event of Default exists.

3.7 Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of Debtor relating thereto and in all invoices and reports with respect thereto furnished to Secured Party by Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, Debtor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.8 No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming Debtor as debtor has been filed in any jurisdiction except (i) financing statements naming the Secured Party as the secured party, and (ii) as permitted by the Section 4.1.6.

3.9 Organizational Identification Number. Debtor's organizational identification number is listed on Exhibit E.

3.10 Pledged Securities and Other Investment Property. Exhibit B sets forth a complete and accurate list of the Instruments, Securities and other Investment Property owned by Debtor. Debtor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit B as being owned by it, free and clear of any Liens, except for the security interest granted to Secured Party hereunder. Debtor further represents and warrants that (i) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (ii) with respect to any certificates delivered to the Secured Party representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the UCC of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, Debtor has so informed Secured Party so that Secured Party may take steps to perfect its security interest therein as a General Intangible.



### 3.11 Intellectual Property.

(a) To Debtor's knowledge, all of the Intellectual Property is subsisting, valid, and enforceable. The information contained on Exhibit F is true, correct, and complete. All material issued patents, patent applications, registered trademarks, trademark applications, registered copyrights, and copyright applications of Debtor are identified on Exhibit F.

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Intellectual Property free and clear of any Liens, including, without limitation, any pledges, assignments, licenses, user agreements, and covenants by Debtor not to sue third Persons, other than as permitted by the Loan Agreement.

(c) To Debtor's knowledge, no third party is infringing, or in Debtor's reasonable business judgment, may be infringing, any of Debtor's rights under the Intellectual Property, if such infringement would have a material adverse effect upon the business, condition (financial or otherwise), or properties of Debtor.

(d) Debtor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of the Intellectual Property which Debtor deems material to its ongoing operations in full force and effect in such jurisdictions as Debtor deems appropriate.

(e) Each of the patents and trademarks identified on Exhibit F hereto has been properly registered with the United States Patent and Trademark Office and in such other offices as Debtor deems appropriate and each of the copyrights identified on Exhibit F hereto has been properly registered with the United States Copyright Office and in such other offices as Debtor deems appropriate.

(f) To Debtor's knowledge, no claims with respect to the Intellectual Property have been asserted and are pending (i) to the effect that the sale, licensing, pledge, or use of any of the products of Debtor's business infringes any other party's valid copyright, trademark, service mark, trade secret, or other intellectual property right, (ii) against the use by Debtor of any Intellectual Property used in the Debtor's business as currently conducted, or (iii) challenging the ownership or use by Debtor of any of the Intellectual Property that Debtor purports to own or use, nor, to Debtor's knowledge, is there a valid basis for such a claim described in this Section 3.11(f).

Section 3.12 License Agreement. The License Agreement, when delivered, shall (a) grant Debtor a non-exclusive and royalty-free license to use the trademark SERGEANT'S including related logos, related trade dress, and trademark registrations in connection with the sale of pet care products, pet accessories, pet treats and pet food throughout the world, with the exception of Canada, (b) not terminate until the Obligations have been paid in full, and (c) constitute the legal, valid, binding, and enforceable obligations of all parties thereto.

ARTICLE IV  
COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1 General.

4.1.1 Inspection. Debtor will permit Secured Party, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of Debtor relating to the Collateral and (iii) to discuss the Collateral and the related records of Debtor with, and to be advised as to the same by, Debtor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as Secured Party may determine, and all at Debtor's expense.

4.1.2 Taxes. Debtor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists.

4.1.3 Records and Reports; Notification of Event of Default. Debtor will maintain complete and accurate books and records with respect to the Collateral, and furnish to Secured Party such reports relating to the Collateral as Secured Party shall from time to time request. Debtor will give prompt notice in writing to Secured Party of the occurrence of any Event of Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral. Debtor shall mark its books and records to reflect the security interest of Secured Party under this Security Agreement.

4.1.4 Financing Statements and Other Actions; Defense of Title. Debtor will execute and deliver to Secured Party all financing statements and other documents and take such other actions as may from time to time be requested by Secured Party in order to maintain a first perfected security interest in and, in the case of Investment Property, Deposit Accounts, Letter-of-Credit-Rights, and Electronic Chattel Paper, Control of, the Collateral. Debtor will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Secured Party in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5 Disposition of Collateral. Debtor will not sell, lease or otherwise dispose of the Collateral except dispositions specifically permitted pursuant to the Loan Agreement.

4.1.6 Liens. Debtor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, and (ii) other Liens permitted pursuant to the Loan Agreement.

4.1.7 Change in Location, Jurisdiction of Organization or Name. Debtor will not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit D, (ii) maintain records relating to the Receivables at a location other than at the location specified on Exhibit D, (iii) maintain a place of business at a location other than a location specified on Exhibit D, (iv) change its name or taxpayer identification number, (v) change its mailing address, or (vi) change its jurisdiction of organization, unless Debtor shall have given Secured Party not less than 30 days' prior written notice thereof, and the Secured Party shall have determined that such change will not adversely affect the validity, perfection or priority of Secured Party's security interest in the Collateral.

4.1.8 Other Financing Statements. Debtor will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

## 4.2 Receivables.

4.2.1 Certain Agreements on Receivables. Debtor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, Debtor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2 Collection of Receivables. Except as otherwise provided in this Security Agreement, Debtor will collect and enforce, at Debtor's sole expense, all amounts due or hereafter due to Debtor under the Receivables.

4.2.3 Delivery of Invoices. Debtor will deliver to Secured Party immediately upon its request after the occurrence of an Event of Default duplicate invoices with respect to each Account bearing such language of assignment as Secured Party shall specify.

4.2.4 Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of Debtor, any legitimate dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, Debtor will disclose such fact to Secured Party in writing in connection with the inspection by the Secured Party of any record of Debtor relating to such Receivable

and in connection with any invoice or report furnished by Debtor to Secured Party relating to such Receivable.

#### 4.3 Inventory and Equipment.

4.3.1 Maintenance of Goods. Debtor will do all things reasonably necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition to the extent such Inventory and Equipment is material to Debtor's ongoing business.

4.3.2 Insurance. Debtor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of Secured Party, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to Secured Party, (ii) maintain such other insurance on the Collateral for the benefit of Secured Party as Secured Party shall from time to time request, (iii) furnish to Secured Party upon the request of Secured Party from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming Secured Party as an additional insured.

4.3.3 Inventory Warranties. Debtor warrants and represents that (i) Secured Party may rely, without independent investigation, on all statements or representations made by it on or with respect to any borrowing base report and, (ii) unless otherwise indicated in writing by Debtor (in which case any such affected Inventory shall not be considered Eligible Inventory), each of the criteria set forth in the definition of "Eligible Inventory" has been met with respect to all Inventory included as Eligible Inventory on any borrowing base report.

4.3.4 Safekeeping of Inventory; Inventory Covenants. Secured Party shall not be responsible for (i) the safekeeping of the Inventory; (ii) any loss or damage thereto or destruction thereof occurring or arising in any manner or fashion from any cause; (iii) any diminution in the value of Inventory or (iv) any act or default of any carrier, warehouseman, bailee or forwarding agency or any other Person in any way dealing with or handling the Inventory, except to the extent that Debtor incurs any loss, cost, claim or damage from any of the foregoing as a result of the gross negligence or willful misconduct of Secured Party. All risk of loss, damage, distribution or diminution in value of the Inventory shall, except as noted in the previous sentence, be borne by Debtor.

4.3.5 Records and Schedules of Inventory. Debtor shall keep correct and accurate daily records on a last-in, first-out basis, itemizing and describing the kind, type, quality and quantity of Inventory, Debtor's cost therefor and selling price thereof, and the daily withdrawals therefrom and additions thereto and Inventory then on consignment, and shall, at the request of the Secured Party, furnish to the Secured Party, daily copies of the working papers related thereto and, at the times required under the Loan Agreement, a

current borrowing base report, based on the LIFO cost assumption. A physical count of the Inventory shall be conducted no less often than annually and a report based on such count of Inventory shall promptly thereafter be provided to Secured Party together with such supporting information including, without limitation invoices relating to Debtor's purchase of goods listed in said report, as Secured Party shall, in its reasonable discretion, request.

4.3.6 Returned and Repossessed Inventory. After the occurrence of an Event of Default, Debtor shall hold all returned Inventory in trust for Secured Party, shall segregate all returned Inventory from all other property of Debtor or in its possession and shall conspicuously label said returned Inventory as the property of Secured Party. Debtor shall, in all cases, immediately notify Secured Party of the return of any Inventory with a value in excess of \$100,000, specifying the reason for such return and the location and condition of the returned Inventory.

4.4 Instruments, Securities, Chattel Paper, and Documents. Debtor will (i) upon the request of Secured Party, deliver to Secured Party immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments (if any then exist), (ii) hold in trust for Secured Party upon receipt and immediately thereafter deliver to Secured Party any Chattel Paper, Securities and Instruments constituting Collateral, and (iii) upon Secured Party's request, deliver to Secured Party (and thereafter hold in trust for Secured Party upon receipt and immediately deliver to Secured Party) any Document evidencing or constituting Collateral.

4.5 Uncertificated Securities and Certain Other Investment Property. Debtor will permit Secured Party from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of Secured Party granted pursuant to this Security Agreement. Debtor will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause Secured Party to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, Debtor will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Secured Party in form and substance satisfactory to Secured Party.

4.6 Stock and Other Ownership Interests.

4.6.1 Changes in Capital Structure of Issuers. Debtor will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or

(ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2 Issuance of Additional Securities. Debtor will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to Debtor.

4.6.3 Registration of Pledged Securities and other Investment Property. Debtor will permit any registerable Collateral to be registered in the name of Secured Party or its nominee at any time.

4.6.4 Exercise of Rights in Pledged Securities and other Investment Property. Debtor will permit Secured Party or its nominee at any time after the occurrence of an Event of Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.6.5 Issuance of Securities. Debtor shall not permit any limited partnership interests or ownership interests in a limited liability company which are included within the Collateral to at any time constitute a Security or consent to the issuer of any such interests taking any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to Secured Party and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) Secured Party has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

#### 4.7 Accounts.

4.7.1 Account Warranties. Debtor warrants and represents that (i) Secured Party may, in determining which Accounts listed on any borrowing base report are Eligible Accounts, rely without independent investigation on all statements or representations made by it on or with respect to any such borrowing base report and, (ii) unless otherwise indicated in writing by Debtor (in which case such Account shall not be considered an Eligible Account), each of the criteria set forth in the definition of "Eligible Account" has been met with respect to each Account included as an Eligible Account on any borrowing base report.

4.7.2 Verification of Accounts. Secured Party shall have the right, at any time or times hereafter, in its name or in the name of a nominee of Secured Party, to verify the validity, amount or any other matter relating to any Accounts, by mail, telephone, telegraph or otherwise.

4.7.3 Disputed Accounts; Limitation on Modification of Accounts. Debtor shall give Secured Party prompt written notice of any Accounts previously shown as Eligible Accounts on a borrowing base report which are in dispute between any Account Debtor and Debtor if the dispute relates to more than thirty percent (30%) of the account or the amount in controversy is greater than \$100,000. Each borrowing base report shall identify all disputed Accounts (which shall not be included as Eligible Accounts) and disclose with respect thereto, in reasonable detail, the reason for the dispute, all claims related thereto and the amount in controversy. Following the occurrence and during the continuance of an Event of Default, Debtor will not, without Secured Party's prior written consent, grant any extension of the time for payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than trade discounts granted in the ordinary course of business of Debtor.

4.7.4 Appointment of the Agent as Attorney-in-Fact. Debtor hereby irrevocably designates, makes, constitutes and appoints Secured Party (and all persons designated by Secured Party), exercisable after the occurrence of an Event of Default, as its true and lawful attorney-in-fact, and authorizes Secured Party, in Debtor's or Secured Party's name, to: (i) demand payment of Accounts; (ii) enforce payment of Accounts by legal proceedings or otherwise; (iii) exercise all of Debtor's rights and remedies with respect to proceedings brought to collect an Account; (iv) sell or assign any Account upon such terms, for such amount and at such time or times as Secured Party deems advisable; (v) settle, adjust, compromise, extend or renew an Account; (vi) discharge and release any Account; (vii) take control in any manner of any item of payment or proceeds thereof; (viii) prepare, file and sign Debtor's name on any proof of claim in bankruptcy or other similar document against an Account Debtor; (ix) endorse Debtor's name upon any items of payment or proceeds thereof and deposit the same in Secured Party's account on account of the Obligations; (x) endorse Debtor's name upon any chattel paper, document, instrument, invoice, or similar document or agreement relating to any Account or any goods pertaining thereto; (xi) sign Debtor's name on any verification of Accounts and notices thereof to Account Debtor; (xii) notify the post office authorities to change the address for delivery of Debtor's mail to an address designated by Secured Party, have access to any lock box or postal box into which any of Debtor's mail is deposited, and open and dispose of all mail addressed Debtor, and (xiii) do all acts and things which are necessary, in Secured Party's sole discretion, to fulfill Debtor's obligations under this Security Agreement.

4.7.5 Notice to Account Borrower. Secured Party may, in its sole discretion, at any time or times after an Event of Default has occurred and is continuing, and without

prior notice to Debtor, notify any or all Account Debtors that the Accounts have been assigned to Secured Party and that Secured Party has a security interest therein. Secured Party may direct any or all Account Debtors to make all payments upon the Accounts directly to Secured Party. Secured Party shall furnish Debtor with a copy of such notice.

4.8 Deposit Accounts. Debtor will (i) upon Secured Party's request, notify each bank or other financial institution in which it maintains a Deposit Account or other deposit (general or special, time or demand, provisional or final) of the security interest granted to Secured Party hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon Secured Party's request, deliver to each such bank or other financial institution a letter, in form and substance acceptable to Secured Party, transferring dominion and control over each such account to Secured Party.

4.9 Federal, State or Municipal Claims. Debtor will notify Secured Party of any Collateral which constitutes a claim against a governmental authority, or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.10 Warehouse Receipts Non-Negotiable. Debtor agrees that if any warehouse receipt or receipt in the nature of a warehouse receipt is issued with respect to any of its inventory, such warehouse receipt or receipt in the nature thereof shall not be "negotiable" (as such term is used in Section 7-104 of the UCC).

4.11 Mortgagee's and Landlord Waivers. Debtor shall cause each mortgagee of real property owned by Debtor (upon request by Secured Party) and each landlord of real property leased by Debtor to execute and deliver instruments satisfactory in form and substance to Secured Party by which such mortgagee or landlord waives their rights, if any, in the Collateral.

4.12 Commercial Tort Claims. If Debtor at any time holds or acquires a Commercial Tort Claim, Debtor shall immediately notify Secured Party in writing of the details thereof and grant to Secured Party in writing a security interest therein or lien thereon and in the Proceeds thereof, in form and substance satisfactory to Secured Party.

4.13 Letters-of-Credit Rights. If Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of Debtor, Debtor shall promptly notify Secured Party thereof in writing and, at Secured Party's request, Debtor shall, pursuant to an agreement in form and substance satisfactory to Secured Party, either (a) arrange for the issuer or any confirmer of such letter of credit to consent to an assignment to Secured Party of the proceeds of any drawing under the letter of credit or (b) arrange for Secured Party to become the transferee beneficiary of the letter of credit, with Secured Party agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Loan Agreement.



#### 4.14 Intellectual Property.

- (a) Prosecute diligently all applications in respect of Intellectual Property, now or hereafter pending to the extent Debtor deems such proceeding to be in the best interest of Debtor;
- (b) Except to the extent not required or not commercially reasonable in Debtor's reasonable business judgment, make federal applications on all of its unpatented but patentable inventions and all of its registrable but unregistered copyrights and trademarks;
- (c) Preserve and maintain all of its material rights in the Intellectual Property and protect the Intellectual Property from infringement, unfair competition, cancellation, or dilution by all appropriate action necessary in Debtor's reasonable business judgment, including, without limitation, the commencement and prosecution of legal proceedings to recover damages for infringement and to defend and preserve its rights in the Intellectual Property but only to the extent Debtor determines that such actions are commercially reasonable;
- (d) Not abandon any of the Intellectual Property necessary to the conduct of its business in the exercise of Debtor's reasonable business judgment;
- (e) (i) Not sell or assign any of its interest in any of the Intellectual Property other than in the ordinary course of business for full and fair consideration; and (ii) maintain the quality, as determined by Debtor, of any and all products and services with respect to which the Intellectual Property is used;
- (f) Not enter into any agreement, including, but not limited to any licensing agreement, that is inconsistent with Debtor's obligations under this Security Agreement or any of the other Loan Documents;
- (g) Give Secured Party prompt written notice if Debtor shall obtain rights to or become entitled to the benefit of any material Intellectual Property not identified on Exhibit F; and
- (h) If an Event of Default exists, use its reasonable efforts to obtain any consents, waivers, or agreements necessary to enable Secured Party to exercise its rights and remedies with respect to the Intellectual Property.

4.15 Further Assurances. At any time and from time to time, upon the request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as Secured Party may deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Security Agreement, including, without limitation, (a) the execution and filing of such financing statements as Secured Party may require and (b) the deposit of all certificates of title issuable with respect to any of the Collateral and noting thereon the security interest hereunder. A carbon, photographic, or other reproduction of this Security Agreement or of any financing statement covering the Collateral or any part thereof shall be

sufficient as a financing statement and may be filed as a financing statement. Debtor shall promptly endorse and deliver to Secured Party all documents, instruments, and chattel paper that it now owns or may hereafter acquire.

## ARTICLE V

### DEFAULT

5.1 Acceleration and Remedies. Upon the occurrence of an Event of Default under the Loan Agreement or any other Loan Document, Secured Party may exercise any or all of the following rights and remedies:

5.1.1 Those rights and remedies provided in this Security Agreement, the Loan Agreement, or any other Loan Document, provided that this Section 5.1.1 shall not be understood to limit any rights or remedies available to Secured Party prior to an Event of Default.

5.1.2 Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.1.3 Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable.

5.2 Debtor's Obligations Upon Event of Default. Upon the request of Secured Party after the occurrence of an Event of Default, Debtor will:

5.2.1 Assembly of Collateral. Assemble and make available to Secured Party the Collateral and all records relating thereto at any place or places specified by Secured Party.

5.2.2 Secured Party Access. Permit Secured Party, by Secured Party's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.3 License. Secured Party is hereby granted a license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any

Collateral, and, following the occurrence and during the continuance of an Event of Default, Debtor's rights under all licenses and all franchise agreements shall inure to Secured Party's benefit. In addition, Debtor hereby irrevocably agrees that Secured Party may, following the occurrence and during the continuance of an Event of Default, sell any of Debtor's Inventory directly to any Person, including, without limitation Persons who have previously purchased Debtor's Inventory from Debtor and in connection with any such sale or other enforcement of Secured Party's rights under this Security Agreement, may sell Inventory which bears any trademark owned by or licensed to Debtor and any Inventory that is covered by any copyright owned by or licensed to Debtor and Secured Party may finish any work in process and affix any trademark owned by or licensed to Debtor and sell such Inventory as provided herein.

## ARTICLE VI

### WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of Secured Party to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Event of Default, or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by Secured Party and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to Secured Party until the Secured Obligations have been paid in full.

## ARTICLE VII

### PROCEEDS; COLLECTION OF RECEIVABLES

7.1 Lockboxes. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party irrevocable lockbox agreements in the form provided by or otherwise acceptable to Secured Party, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of Secured Party granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at Secured Party.

7.2 Collection of Receivables. Upon the occurrence and continuation of a an Event of Default, Secured Party may at any time in its sole discretion, by giving Debtor written notice, elect to require that the Receivables be paid directly to Secured Party. In such event, Debtor shall, and shall permit Secured Party to, promptly notify the Account Debtors or obligors under the Receivables of the Banks' interest therein and direct such Account Debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to Secured Party. Upon receipt of any such notice from Secured Party, Debtor shall thereafter hold in trust for Secured Party, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to Secured Party all such amounts and proceeds in the same form as so received, whether by cash, check, draft or

otherwise, with any necessary endorsements. Secured Party shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3 Special Collateral Account. Secured Party may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with Secured Party and held there as security for the Secured Obligations. Debtor shall not have control whatsoever over said cash collateral account. If no Event of Default has occurred or is continuing, Secured Party shall deposit on a daily basis the collected balances in said cash collateral account into Debtor's general operating account with Secured Party. If any Event of Default has occurred and is continuing, Secured Party shall, on a daily basis, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4 Application of Proceeds. After the occurrence and during the continuation of an Event of Default, the proceeds of the Collateral shall be applied by Secured Party to payment of the Secured Obligations in such manner and order as Secured Party may elect in its sole discretion.

## ARTICLE VIII

### GENERAL PROVISIONS

8.1 Notice of Disposition of Collateral. Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to Debtor, addressed as set forth in Article IX, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made.

8.2 Compromises and Collection of Collateral. Debtor and Secured Party recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, Debtor agrees that Secured Party may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as Secured Party in its sole discretion shall determine or abandon any Receivable, and any such action by Secured Party shall be commercially reasonable so long as Secured Party acts in good faith based on information known to it at the time it takes any such action.

8.3 Secured Party Performance of Debtor's Obligations. Without having any obligation to do so, Secured Party may perform or pay any obligation which Debtor has agreed to perform or pay in this Security Agreement and Debtor shall, reimburse Secured Party for any amounts paid by Secured Party pursuant to this Section 8.3. Debtor's obligation to reimburse

Secured Party pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4 Authorization for Secured Party to Take Certain Action. Debtor irrevocably authorizes Secured Party at any time and from time to time in the sole discretion of Secured Party and appoints Secured Party as its attorney in fact (i) to execute on behalf of Debtor as debtor and to file financing statements necessary or desirable in the Secured Party's sole discretion to perfect and to maintain the perfection and priority of Secured Party's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Secured Party in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of Secured Party's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give Secured Party Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.4, to enforce payment of the Receivables in the name of Secured Party or Debtor, (vi) to apply the proceeds of any Collateral received by Secured Party to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and Debtor agrees to reimburse Secured Party on demand for any payment made or any expense incurred by Secured Party in connection therewith, provided that this authorization shall not relieve Debtor of any of its obligations under this Security Agreement or under the Loan Agreement.

8.5 Specific Performance of Certain Covenants. Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.4, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to Secured Party, that Secured Party has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of Secured Party to seek and obtain specific performance of other obligations of Debtor contained in this Security Agreement, that the covenants of Debtor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against Debtor.

8.6 Use and Possession of Certain Premises. Upon the occurrence of an Event of Default, Secured Party shall be entitled to occupy and use any premises owned or leased by Debtor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay Debtor for such use and occupancy.

8.7 Dispositions Not Authorized. Debtor is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between Debtor and the Secured Party or other conduct of the Secured Party, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon Secured Party unless such authorization is in writing signed by Secured Party.

8.8 Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of Debtor, Secured Party and their respective successors and assigns, except that Debtor shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of Secured Party.

8.9 Survival of Representations. All representations and warranties of Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10 Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by Debtor, together with interest and penalties, if any. Debtor shall reimburse Secured Party for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of Secured Party) paid or incurred by Secured Party in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by Debtor in the performance of actions required pursuant to the terms hereof shall be borne solely by Debtor.

8.11 Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12 Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been paid in full and no commitments of Secured Party which would give rise to any Secured Obligations are outstanding.

8.13 Entire Agreement. This Security Agreement embodies the entire agreement and understanding between Debtor and Secured Party relating to the Collateral and supersedes all prior agreements and understandings between Debtor and Secured Party relating to the Collateral.

8.14 CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.15 INDEMNITY. DEBTOR HEREBY AGREES TO INDEMNIFY SECURED PARTY AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES,

PENALTIES, SUITS, COSTS, AND EXPENSES OF ANY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR WHETHER OR NOT SECURED PARTY IS A PARTY THERETO) IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST SECURED PARTY OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS, AND EMPLOYEES, **WHETHER OR NOT ARISING FROM THE ORDINARY NEGLIGENCE OF SECURED PARTY (BUT NOT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SECURED PARTY)**, IN ANY WAY RELATING TO OR ARISING OUT OF THIS SECURITY AGREEMENT, OR THE MANUFACTURE, PURCHASE, ACCEPTANCE, REJECTION, OWNERSHIP, DELIVERY, LEASE, POSSESSION, USE, OPERATION, CONDITION, SALE, RETURN OR OTHER DISPOSITION OF ANY COLLATERAL (INCLUDING, WITHOUT LIMITATION, LATENT AND OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE BY THE SECURED PARTY OR DEBTOR, AND ANY CLAIM FOR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT).

## ARTICLE IX

### NOTICES

9.1 Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in the Loan Agreement.

9.2 Change in Address for Notices. Each Debtor and Secured Party may change the address for service of notice upon it by a notice in writing to the other parties.

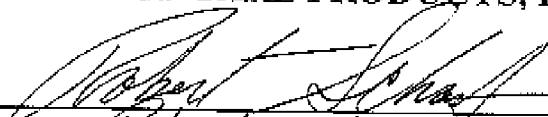
*[Signature pages follow.]*

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Security  
ment as of the date first above written.

**DEBTOR:**

**SERGEANT'S PET CARE PRODUCTS, INC.**

By:

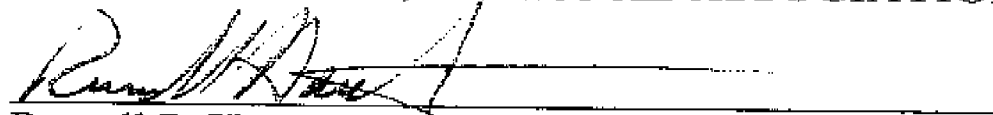
  
Name: Robert Scharf  
Title: President



**SECURED PARTY:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

By:



Russell P. Hartsfield  
Executive Vice President

EXHIBIT A

Deposit Accounts

Compass Bank  
8080 North Central Expressway  
Dallas, Texas 75206

Lock Box Account #83239778

EXHIBIT BList of Instruments, Securities and Other Investment PropertyA. STOCKS:

<u>Issuer</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
	NONE	

B. BONDS:

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
		NONE		

C. GOVERNMENT SECURITIES:

<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
			NONE		

D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED):

<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>
		NONE

\*\*\*\*[Add description of custody accounts or arrangements with securities intermediary, if applicable]\*\*\*\*

**EXHIBIT C**

**UCC Filing Jurisdictions**

<b><u>Debtor</u></b>	<b><u>Jurisdiction</u></b>
Sergeant's Pet Care Products, Inc.	Nevada Secretary of State

**EXHIBIT D****Locations****Principal Place of Business and Mailing Address:**

Sergeant's Pet Care Products, Inc.  
2637 South 158<sup>th</sup> Plaza  
Suite 100  
Omaha, Nebraska 68130-1703  
Attention: Robert Scharf, President

**Location(s) of Receivables Records (if different from Principal Place of Business above):****Locations of Inventory and Equipment and Fixtures:**

- A. Properties Owned by Debtor (indicate which):
- B. Properties Leased by Debtor (indicate which) (include Landlord's Name):

Industrial Lease  
Malone Distribution Center  
Memphis, Shelby County, Tennessee  
Landlord: CalEast Industrial Investors of Tennessee

LaSalle Sublease Agreement  
200 S. Second Street  
LaSalle, Weld County, Colorado  
Landlord: JM Swank Company

Beau Terre Office Park  
1005 Beau Terre Drive  
Bentonville, Arkansas 72712  
Landlord: Beau Terre, Inc.

Brookfield, Inc.  
2637 S. 158th Plaza  
Omaha, Nebraska 68130-2558  
Landlord: Brookfield, Inc.

Public Warehouses or other Locations pursuant to Bailment or Consignment  
Arrangements for Debtor (indicate which) (include name of Warehouse Operator or other  
Bailee or Consignee):

*Signature Page to Sergeant's Pet Care Products, Inc. Pledge and Security Agreement*

**TRADEMARK**  
**REEL: 002729 FRAME: 0969**

**EXHIBIT E**

**Organizational Identification Number**

<b><u>Debtor</u></b>	<b><u>Organizational Identification Number</u></b>
Sergeant's Pet Care Products, Inc.	75-2894836

**SCHEDULE 6.21****INTELLECTUAL PROPERTY**

See Attached



## Sergeant's Pet Care Products

Patents, US and Foreign

Listing as of August 2003

<u>Patent Number</u>	<u>Country</u>	<u>Title or Description</u>
4,803,956	USA	CO-EXTRUSION OF MULTI-COMPONENT INSECTICIDAL PET COLLARS
1,270,436	Canada	CO-EXTRUSION OF MULTI-COMPONENT INSECTICIDAL PET COLLARS
0,178,908	United Kingdom	CO-EXTRUSION OF MULTI-COMPONENT INSECTICIDAL PET COLLARS
D475,816	USA	CURVED BONE SHAPED PET PRODUCT (Design Patent)

**Sergeant's Pet Care Products**  
**U.S. Copyrights**

<b>U.S. Registration No.</b>	<b>Title</b>	<b>Description</b>
PA-463-914	The Flea & Tick Solution.	1 videocassette.
Pending	Curved Bone Shaped Pet Product	Unique Pet Chew Design

## SERGEANT'S FOREIGN TRADEMARK FILES

Updated 8/21/03 (5712-007)

Registrations

<u>No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Docketed</u>	<u>Owner/Assignment Filed &amp; Accepted</u>
1.	ATLANTIS	910,288	Australia	4/23/123	Sergeant's Pet Care
2.	SKIP-FLEA	A227,005	Australia	3/10/04	Sergeant's Pet Care
3.	POOCHI	146,295	Austria	3/31/13	Not filed
4.	POOCHI	516,847	Benelux	8/18/12	Sergeant's Pet Care
5.	BANSECT	255,901	Canada	2/13/11	Sergeant's Pet Care
6.	DELI-BOUCHEES	306,376	Canada	8/30/15	Sergeant's Pet Care
7.	E-Z GROOM	258,302	Canada	5/1/11	Sergeant's Pet Care
8.	FLUMP	490,896	Canada	3/4/13	Sergeant's Pet Care
9.	FOR THE (LOVE) OF YOUR PET UNCLE SAM'S NATURAL DOG TREATS & DESIGN	558,283	Canada	2/21/17	Sergeant's Pet Care
10.	FOR THE (LOVE) OF YOUR PET UNCLE SAM'S NATURAL PET TREATS & DESIGN	558,276	Canada	2/21/17	Sergeant's Pet Care
11.	FOR THE (LOVE) OF YOUR PET UNCLE SAM'S NATURAL RAWHIDE & DESIGN	558,250	Canada	2/20/17	Sergeant's Pet Care
12.	FOR THE (LOVE) OF YOUR PET UNCLE SAM'S	558,407	Canada	2/25/17	Sergeant's Pet Care

<u>No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Docketed</u>	<u>Owner/Assignment Filed &amp; Accepted</u>
	PREMIUM RAWHIDE & DESIGN				
13.	GEISLER & DESIGN	183,908	Canada	6/23/17	Sergeant's Pet Care
14.	GRR...EATINGS	511,075	Canada	4/26/14	Sergeant's Pet Care
15.	RUG PATROL	335,878	Canada	12/31/17	Sergeant's Pet Care
16.	RUG RELIEF	358,540	Canada	7/21/04	Sergeant's Pet Care
17.	SEASON'S GRR...EATINGS	510,979	Canada	4/15/14	Sergeant's Pet Care
18.	SENGARD	254,734	Canada	1/9/11	Sergeant's Pet Care
19.	SENTRY	145,562	Canada	6/3/11	Sergeant's Pet Care
20.	SKIP FLEA	257,191	Canada	3/27/11	Sergeant's Pet Care
21.	SURE SHOT	257,190	Canada	3/27/11	Sergeant's Pet Care
22.	TAPIS-SECOURS	356,198	Canada	5/26/04	Sergeant's Pet Care
23.	UNCLE SAM'S	465,262	Canada	10/25/11	Sergeant's Pet Care
24.	UNCLE SAM'S TENDER CHIPS	489,487	Canada	2/6/13	Sergeant's Pet Care
25.	VETSCRIPTION HEALTH CARE FOR PETS	539,082	Canada	1/2/16	Sergeant's Pet Care
26.	VETSCRIPTION HEALTH CARE FOR PETS & DESIGN	539,083	Canada	1/2/16	Sergeant's Pet Care
27.	VITAPET	259,649	Canada	6/5/11	Sergeant's Pet Care
28.	VITAPET	311,608	Canada	2/21/16	Sergeant's Pet Care
29.	WORM-AWAY	275,703	Canada	1/14/13	Sergeant's Pet Care
30.	YARD PATROL	420,217	Canada	12/3/08	Sergeant's Pet Care
31.	GEISLER	521,257	Chile	9/7/08	ConAgra, Inc.
32.	POOCHI	VR07.778	Denmark	11/5/03	Sergeant's Pet Care
33.	POOCHI & DESIGN	131,145	Finland	3/7/04	Sergeant's Pet Care

<u>No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Docketed</u>	<u>Owner/Assignment Filed &amp; Accepted</u>
34.	POOCHI	92,440,457	France	11/3/12	Sergeant's Pet Care
35.	RUG PATROL	1,258,815	France	1/27/04	Sergeant's Pet Care
36.	POOCHI	2,039,981	Germany	5/31/12	Sergeant's Pet Care
37.	POOCHI	644,684	Italy	11/9/12	Recordation in process
38.	RUG PATROL	561,493	Italy	5/22/09	Sergeant's Pet Care
39.	SKIP-FLEA (IN KATAKANA)	2,150,464	Japan	12/24/08	Sergeant's Pet Care
40.	ATLANTIS	656,318	New Zealand	4/30/09	Sergeant's Pet Care
41.	ATLANTIS	656,320	New Zealand	4/30/09	Sergeant's Pet Care
42.	GEISLER	51,957	Panama	6/11/09	Sergeant's Pet Care
43.	GEISLER	51,955	Panama	6/11/09	Sergeant's Pet Care
44.	GEISLER & DESIGN	23,422	Panama	6/11/09	ConAgra Pet Products - In process of Assignment to Sergeant's Pet Care
45.	SKIP FLEA	178,089	Portugal	5/12/05	Sergeant's Pet Care
46.	SKIP-BATH	178,088	Portugal	5/12/05	Sergeant's Pet Care
47.	GEISLER & DESIGN	23,596	Puerto Rico	7/13/11	Sergeant's Pet Care
48.	GEISLER FOR THE LOVE OF YOUR PET	23,595	Puerto Rico	7/13/11	Sergeant's Pet Care
49.	SKIP-FLEA	18,764	Puerto Rico	3/4/04	Sergeant's Pet Products
50.	WORM AWAY	18,760	Puerto Rico	3/4/04	Sergeant's Pet Products
51.	POOCHI	257,378	Sweden	4/22/04	Sergeant's Pet Care
52.	POOCHI	401,721	Switzerland	10/27/12	ConAgra Pet Products
53.	CAR PATROL	1,258,314	UK	1/16/07	Sergeant's Pet Care
54.	GEISLER FOR THE LOVE OF YOUR PET &	100,246-F	Venezuela	7/30/07	Sergeant's Pet Care

<u>No.</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Renewal Docketed</u>	<u>Owner/Assignment Filed &amp; Accepted</u>
	DESIGN				
55.	GEISLER FOR THE LOVE OF YOUR PET & DESIGN	91.686-F	Venezuela	8/9/04	ConAgra, Inc.

**SERGEANT'S PET CARE PRODUCTS, INC.**

**United States Trademarks**

**as of August 21, 2003**

<b>NO.</b>	<b>MARKS</b>	<b>APP. NO./REG. NO.</b>	<b>STATUS</b>
56.	A THRILL FROM THE GRILL "IT'S GRILLICIOUS"	1,824,549	Cancelled – Section 8
57.	ATLANTIS	1,207,788	Registered
58.	BAA BAA-Q's	1,861,440	Registered
59.	BAA BITS	1,781,642	Registered
60.	BAA-PURRS	2,361,525	Registered
61.	BAC'N BAC'N	78/154,175	Pending – Will be published 9/2/03
62.	BANSECT	893,965	Expired
63.	BARKERY	2,261,106	Registered
64.	BEAUTY CLEAN	1,220,504	Abandoned
65.	BEER BONES	76/073,519	Registered
66.	BENADENE	78/181,942	Pending – Initialized
67.	BIOCLEAR 1	1,575,885	Cancelled – Section 8
68.	BIOCLEAR 2	1,610,978	Cancelled – Section 8
69.	CAT LIFE	1,594,475	Registered
70.	CATNIPTIONS	76/146,795	Allowed – 2nd extension of time granted
71.	CHEESEWICHES	76/175,986	Abandoned – Express
72.	COUNTRY CUTS	78/137,342	Allowed – Notice of Allowance Issued
73.	CRAZY CLAWS	78/142,275	Published
74.	CRAZY PAWS	78/142,294	Published

NO.	MARKS	APP. NO./REG. NO.	STATUS
75.	DENTA FRESH	76/084,356	Registered 7/15/03
76.	DENTAPLUS	76/234,574	Allowed - 2nd extension of time granted
77.	DOG LIFE (Stylized)	577,878	Registered
78.	DOG LIFE TASTY VITTLES (Stylized)	748,854	Will go abandoned 10/30/03
79.	DOG NOG	76/071,358	Allowed - Notice of Allowance Issued - Abandon per client 7/17/02
80.	DOGGIE DOGS	1,438,257	Registered
81.	DOGGIE DONUTS	1,273,795	Registered
82.	DOGGIE FRANKS	1,438,258	Registered
83.	DOUBLE DUTY	1,219,647	Registered
84.	E-Z GROOM	258,302	Expired
85.	FANTASY	1,508,487	Registered
86.	FELINE URI-HEALTH	2,420,779	Registered
87.	FLEA-BRITES	1,949,713	Registered
88.	FLEA-FREE BREEZE	76/384,683	Published
89.	FLUMP	2,005,202	Registered
90.	FOAM 'N COMB	1,284,847	Registered
91.	... FOR THE [LOVE] OF YOUR PET (and Design)	1,760,944	Registered
92.	FOR THE [LOVE] OF YOUR PET UNCLE SAM'S NATURAL DOG TREATS (and Design)	2,316,801	Registered
93.	FOR THE [LOVE] OF YOUR PET UNCLE SAM'S NATURAL PET TREATS (and Design)	2,314,778	Registered
94.	FOR THE [LOVE] OF YOUR PET UNCLE SAM'S NATURAL RAWHIDE (and Design)	2,321,861	Registered
95.	FOR THE [LOVE] OF YOUR PET UNCLE SAM'S PREMIUM RAWHIDE (and Design)	2,314,779	Registered
96.	FORCE I	1,572,931	Cancelled - Section 8
97.	FORCE II	1,572,930	Cancelled - Section 8
98.	FUR-SO-FRESH	1,673,167	Registered



NO.	MARKS	APP. NO./REG. NO.	STATUS
99.	GEISLER (and Design)	973,692	Registered
100.	GEISLER-FOR THE LOVE OF YOUR PET (and Design)	1,151,427	Cancelled – Section 8
101.	GENTLE GUARD	76/384,999	Allowed – Notice of Allowance issued
102.	GRR...EATINGS	2,273,651	Registered
103.	HAWG TIES	1,826,540	Cancelled – Section 8
104.	HEARTY STEAKS	75/723,803	Abandoned
105.	HI-LIFE	1,878,815	Cancelled – Section 8
106.	HI-LIFE (Stylized)	389,548	Cancelled – Section 8
107.	I'M FOR THE BIRDS	1,160,195	Expired
108.	IT'S A DOG'S LIFE	76/001,573	Abandoned – No Statement of Use
109.	JOINT-EZE	75/683,545	Abandoned – Express
110.	KITTY Q'S	2,032,961	Registered
111.	KNUCKLE SANDWICH	1,858,235	Registered
112.	LAMMY-WHAMMIES	1,941,813	Registered
113.	LARI-ETS	1,978,921	Cancelled – Section 8
114.	LEAD-A-LONGS	2,309,969	Registered
115.	LICKS & KISSES	76/015,809	Abandoned – No Statement of Use
116.	LOLLI-PUPS	569,205	Registered
117.	LOVE MY CAT (Stylized)	1,422,199	Registered
118.	ME & MY CAT	1,461,218	Registered
119.	ME AND MY CAT	1,392,561	Registered
120.	ME AND MY DOG	1,393,471	Registered
121.	Misc. Design – Burglar	1,657,561	Cancelled – Section 8 – A&L has file
122.	Misc. Design – Cat Head Log	1,859,904	Registered
123.	Misc. Design – Dog Catcher	1,651,611	Cancelled – Section 8 – A&L has file
124.	Misc. Design – Dog Head Logo	1,882,414	Registered
125.	Misc. Design – Mailman – do not have file	1,667,782	Registered
126.	Misc. Design – Milkman	1,651,612	Pending – Responded to Office Action 6/27/03

NO.	MARKS	APP. NO./REG. NO.	STATUS
127.	Misc. Design – Milkman	76/445,127	Cancelled – Section 8 – A&L has file
128.	Misc. Design – Mr. Moo's	2,192,902	Registered
129.	Misc. Design – Mr. Porkie's	2,189,966	Registered
130.	Misc. Design – Mz. Katz	2,196,686	Registered
131.	Misc. Design – Policeman	76/445,126	Pending – Responded to Office Action 6/27/03
132.	Misc. Design – Policeman	1,649,626	Cancelled – Section 8 – A&L has file
133.	MIXED GRILL	2,356,633	Registered
134.	MOO BITS	2,284,839	Registered
135.	MOO TOO'S	1,859,892	Cancelled – Section 8
136.	MOO-PURRS	2,356,227	Registered
137.	MOO-Q'S	2,076,439	Registered - Filed Sec 8&15 6/30/03
138.	MR. PORKIE'S (and Design)	2,290,417	Registered
139.	MR. MOO'S (and Design)	2,192,907	Registered
140.	MUNCHEEZ BEEF AND CHEESE TREAT	2,084,349	Registered
141.	MY DOGGIE'S BAG	1,460,847	Registered
142.	MZ. KATZ' (Stylized)	2,202,258	Registered
143.	NECK-O-RATIONS	2,327,369	Registered
144.	NUTRI-CAT	76/146,796	Allowed – 2nd extension of time granted
145.	NUTRI-DOG BARS	76/057,760	Abandoned – Petition to Revive received
146.	OLD WEST PET PRODUCTS	74/639,013	Abandoned – No Statement of Use
147.	OLD WEST PET PRODUCTS (and Design)	74/639,014	Abandoned – No Statement of Use
148.	OLD WEST PET TREATS	1,803,880	Registered
149.	OLD WEST PET TREATS (and Design)	74/269,097	Cancelled – Section 8
150.	OLD WEST TREAT COMPANY	2,230,774	Registered
151.	OLD WEST TREAT COMPANY (and Design)	2,173,959	Registered
152.	ON POINT	76/100,352	Abandoned – No Statement of Use

NO.	MARKS	APP. NO./REG. NO.	STATUS
153.	OUT-N-ABOUT	2,312,581	Registered
154.	PAT'S PRIDE	1,755,322	Cancelled - Section 8
155.	PEOPLE CRACKERS (principal)	1,593,298	Registered
156.	PEOPLE CRACKERS (supplemental)	843,886	Registered but not assigned to Sgt's
157.	PET (CENT SYMBOL) ENTS (and Design)	2,046,698	Registered
158.	PET (CENT SYMBOL) ENTS (and Design)	74/573,875	Abandoned
159.	PET LOGIC	2,197,491	Registered
160.	PET LOGIC	2,082,038	Registered
161.	PETSATIONS	2,659,882	Registered
162.	PETSATIONS PET PRODUCTS	1,825,355	Cancelled - Section 8
163.	PETSATIONS PET PRODUCTS (and Design)	1,828,477	Cancelled - Section 8
164.	PICK-OF-THE-LITTER	1,476,130	Registered
165.	POOCHI	78/167,796	Pending - Non-final action
166.	POOCHI	74/212,260	Cancelled - Section 8
167.	POOCHI (and Design)	1,493,123	Registered
168.	PRETECT	2,298,808	Registered
169.	PROFESSIONAL FORMULA		Abandoned - Per Joel 7/03
170.	PROFESSIONAL FORMULA	1,197,086	Cancelled - Section 8
171.	PURRS	76/146,791	Abandoned
172.	PURRSRIPTIONS	76/146,793	Allowed - 1st extension of time granted - Abandon per client 9/19/02
173.	PURRSONALS	76/145,790	Published - Abandon per client 9/19/02
174.	PURRSUASIONS	76/146,792	Allowed - 2nd extension of time granted
175.	RP (and Design) [Rug Patrol]	1,337,518	Registered
176.	RUG RELIEF	1,501,838	Registered
177.	SADDLE STRAP BITS	74/409,271	Cancelled - Section 8
178.	SADDLE STRAPS	74/408,525	Cancelled - Section 8
179.	SALMON-PURRS	2,384,731	Registered
180.	SCHNITZEL SNACKS	1,691,000	Registered
181.	SEASON'S GRR...EATINGS	2,247,388	Registered

NO.	MARKS	APP. NO./REG. NO.	STATUS
182.	SEASON'S TREATINGS	76/073,539	Registered
183.	SENGARD	72/451,422	Expired
184.	SENTRY	798,686	Registered
185.	SHOOI	1,614,506	Registered
186.	SHRIMP-PURRS	2,363,890	Registered
187.	SIRLOINS	76/015,808	Registered
188.	SIX SNOOTERS	1,779,806	Registered - Filed renewal 6/25/03
189.	SKIP FLEA	218,757	Registered
190.	SNOOTER ROLLS	1,970,567	Registered
191.	SNOOTERS	1,760,758	Registered
192.	SNOOTERS (and Design)	1,788,358	Registered
193.	STAMPEDE STICKS	1,855,331	Registered
194.	STAMPEDE STRIPS	1,856,387	Registered
195.	STEAKERS	78/154,188	Pending - Responded to Office Action 5/23/03
196.	STEAKHOUSE STRIPS	76/193,156	Allowed - Statement of Use non-final refusal
197.	STEAKIES	78/154,181	Pending - Will be published 9/2/03
198.	SURE SHOT	226,819	Registered
199.	TAGALONGS	75/506,508	Abandoned - Express
200.	TAKE A BIRD TO LUNCH KIT	1,174,452	Cancelled - Section 8
201.	"THEY'RE GRILLICIOUS"	1,827,647	Cancelled - Section 8
202.	TRAIL CALL	889,124	Expired
203.	TRAINING WHEELS	1,839,060	Cancelled - Section 8
204.	"TREATER'S"	1,461,227	Registered
205.	TREATING PETS BETTER	2,197,341	Registered
206.	TREAT-TABS	76/146,794	Allowed - 2nd extension of time granted
207.	TREATWICHES	76/175,986	Allowed - 1st extension of time granted
208.	TROPICAL TREATS	76/193,155	Allowed - 1st extension of time granted
209.	TUG 'N CHEW	2,565,582	Registered
210.	UNCLE SAM'S	2,346,355	Registered
211.	VETSCRIPTION HEALTH CARE FOR PETS	2,485,523	Registered

NO.	MARKS	APP. NO./REG. NO.	STATUS
212.	VETSCRIPTION HEALTH CARE FOR PETS (and Design)	2,438,833	Registered
213.	VITAPET	1,020,766	Registered
214.	VITTLE STIX	1,864,363	Registered
215.	WORM-AWAY	740,219	Registered
216.	X-TERM	74/706,564	Abandoned - Express