

07-21-2003



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Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
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):
 Mother's Little Miracle, Inc. **7.15.03**

Individuals Association
 General Partnership Limited Partnership

Corporation - California
 Other

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

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address:

Street Address: 1133 Avenue of the Americas

City: New York State: NY Zip Code: 10036

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: June 13, 2003

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

A. Trademark Application No.(s)

78/111815
78/139614
78/139617

Additional numbers attached? Yes No

Trademark Registration No.(s)

1625566	2672311
2200192	2672310
2290582	1806871

FINANCE SECTION
 JUL 15 AM 7:50

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 240.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-1705 (in case of deficiency)

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

07/18/2003 DBYRNE 00000000 78111815

DO NOT USE THIS SPACE

01 **FB:0521** Statement and signature. **40.00 OP**
 02 **FC:0522** To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. **200.00 OP**

Helen Bruno [Signature] July 15, 2003

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Mother's Little Miracle, Inc. a California corporation and Pets 'N People, Inc., a California corporation (the "Grantor") with principal offices at 1815 Via El Prado, Suite 400, Redondo Beach, CA 90877, hereby assigns and grants to FLEET NATIONAL BANK, as Collateral Agent, with principal offices at 1133 Avenue of the Americas, New York, New York 10036 (the "Grantee"), in each case a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 20, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

13th day of June, 2003.

MOTHER'S LITTLE MIRACLE, INC.

By: _____

John Heil
President

PETS 'N' PEOPLE, INC.

By: _____

John Heil
President

FLEET NATIONAL BANK, as Collateral Agent
and Grantee

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

17th day of June, 2003.

MOTHER'S LITTLE MIRACLE, INC.

By: _____


John Heil
President

PETS 'N PEOPLE, INC.

By: _____

John Heil
President

FLEET NATIONAL BANK, as Collateral Agent
and Grantee

By: 

Name: **SHAILESH PATEL**
Title: **DIRECTOR**

THE COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On this 13 day of June, 2003 before me personally came John Heil who, being by me duly sworn, did state as follows: that he is President of Mother's Little Miracle, Inc. and Pets 'N People, Inc. that he is authorized to execute the foregoing Grant on behalf of said corporations and that he did so by authority of each of the Board of Directors of said corporations.


Notary Public

exp. 7-22-05

STATE OF Massachusetts
COUNTY OF Suffolk) ss:

On this 17th day of June, 2003, before me personally came Shaitesh Patel who [s]he, being by me duly sworn, did state as follows: that [s]he is Director of FLEET NATIONAL BANK, that [s]he is authorized to execute the foregoing Grant on behalf of said bank and that [s]he did so by appropriate authority of said bank.

Aileen Agherty
Notary Public
Comm Exp. 10/20/2006

MOTHER'S LITTLE MIRACLE, INC.:

Registered Trademarks	
Marks	Reg. No.
Mother's Little Miracle	1625566
It's a Miracle	2200192
Mother's Little Miracle (cosmetics, bubble bath and shampoo)	2290582
It's a Miracle (Canada)	552222
Mother's Little Miracle (absorb and clean)	2672311
Mother's Little Miracle (air freshening mist)	2672310

Trademark Applications	
Marks	Serial No.
It's a Miracle (label design)	78/111815
Oxzyme	78/139614
Oxzymes	78/139617

Abandoned Trademarks	
Mark	Reg. No.
Mother's Little Miracle (Canada)	713391

Assigned Trademarks	
Mark	Reg. No.
Instant	1806871