

08-28-2003

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Form PTO-1594
(Rev. 03/01)
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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):
LaSalle Business Credit, LLC

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

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

2. Name and address of receiving party(ies)
Name: Sergeant's Pet Care Products, Inc
Internal
Address: Suite 303

Street Address: 14748 W. Center Road
City: Omaha State: NE Zip: 68144

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Trademark and License Mortgage
Execution Date: August 26, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Attached
Schedule A

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See Attached
Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elizabeth J. Burns
Internal Address: Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 52

7. Total fee (37 CFR 3.41).....\$ 1,315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Elizabeth J. Burns Elizabeth J Burns August 27, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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

08/29/2003 6TOM11 00000043 1593298
01 FC:8521 40.00 DP
02 FC:8522 1275.00 DP

TRADEMARK
REEL: 002812 FRAME: 0332

SCHEDULE A
Trademarks

Mark	Application No.	Filing Date	Registration No.	Registration Date
PEOPLE CRACKERS			1,593,298 843,886	04/24/90 Mexico
LOLLI-PUPS			569,205	01/13/53
DOGGIE DONUTS			1,273,795	04/10/84
SAY CHEESE			848,256	Mexico
SIRLOINS	76/015,808	04/03/2000		
MUNCHEEZ BEEF AND CHEESE TREAT			2,084,349	07/29/97
SCHNITZEL SNACKS			1,691,000	06/02/92
STEAKHOUSE STRIPS	76/193,156	01/16/01		
NUTRI-DOG BARS	76/057,760	05/26/2000		
SEASON'S TREATINGS	76/073,539	06/19/2000		
DOG NOG	76/071,358	06/16/2000		
BEER BONES	76/073,519	06/19/2000		
NUTRI-CAT	76/146,796	10/16/2000		
TREAT-TABS	76/146,794	10/16/2000		
DENTA FRESH	76/084,356	07/07/2000		
DENTAPLUS	76/234,574	04/02/01		
ON POINT	76/100,352	05/08/2000		
CATNIPTIONS	76/146,795	10/16/2000		
TROPICAL TREATS	76/193,155	01/16/01		
IT'S A DOG'S LIFE	76/001,573	03/16/2000		
LICKS & KISSES	76/015,809	04/03/2000		
PURRSRIPTIONS	76/146,793	10/16/2000		
PURRSUASIONS	76/146,792	10/16/2000		
PURRS	76/146,791	10/16/2000		
PURRSONALS	76/146,790	10/16/2000		
CHEESEWICHES	76/175,987	12/05/2000		
TREATWICHES	76/175,986	12/05/2000		
CAT LIFE			1,594,475	05/01/90
BURGLAR CONFIGURATION			1,657,561	09/17/91
DOG CATCHER CONFIGURATION			1,651,611	07/23/91
MAILMAN CONFIGURATION			1,667,782	10/10/91
MILK MAN CONFIGURATION			1,651,612	07/23/91
POLICEMAN CONFIGURATION			1,649,626	07/02/91
TREATERS			1,461,227	10/13/87
DOG LIFE AND DESIGN			577,878	07/28/53
DOG LIFE TASTY VITTLES AND DESIGN			748,854	04/30/63

RELEASE OF TRADEMARK AND LICENSE MORTGAGE

THIS RELEASE OF TRADEMARK AND LICENSE MORTGAGE is dated as of August 20, 2003 by LASALLE BUSINESS CREDIT, LLC (F/K/A LASALLE BUSINESS CREDIT, INC.) ("LASALLE").

WHEREAS, LASALLE and SERGEANT'S PET CARE PRODUCTS, INC., a Nevada corporation ("Debtor"), entered into that certain Trademark and License Mortgage (the "Trademark and License Mortgage"), dated as of September 25, 2001.

WHEREAS, Debtor granted a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to LASALLE (the "Obligations");

WHEREAS, LASALLE recorded the Trademark and License Mortgage on February 2, 2002 at Reel 2450, Frame 0461 in the United States Patent and Trademark Office; and

WHEREAS, pursuant to a Settlement Agreement of even date herewith among LaSalle, Debtor and Alan Brown, LaSalle has released the Debtor from the Obligations and has agreed to release its security interests in the Trademarks.

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

LASALLE hereby fully releases and terminates its security interests in and liens on:

(a) Trademarks, including without limitation all Trademarks which are now filed with the U.S. Patent and Trademark office, any similar office or agency of any state, territory or possession of the United States or Canada, or any similar office or agency of any other country or used in the United States, any state territory or possession thereof including without limitation Puerto Rico, or any other country, trademark registrations, trademark applications, trade names and trade styles, service marks, service mark registrations and service mark applications including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit A attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature and (e) all rights corresponding thereto throughout the world.

(b) all license agreements with respect to any of the Trademarks or any other trademark, service mark or any application or registration thereof or any other trade name or

trade style between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement including, without limitation, the licenses listed on Exhibit B attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as "Licenses"); and

(c) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

(d) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

LASALLE further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, LASALLE has caused this Release of Trademark and License Mortgage to be duly executed as of the day and year first above written.

**LASALLE BUSINESS CREDIT, LLC
(F/K/A LASALLE BUSINESS CREDIT, INC.)**

By: *William A. Stapel*
Name: William A. Stapel
Title: F.V.P.

SCHEDULE A

Trademarks

Mark	Application No.	Filing Date	Registration No.	Registration Date
PEOPLE CRACKERS			1,593,298 843,886	04/24/90 Mexico
LOLLI-PUPS			569,205	01/13/53
DOGGIE DONUTS			1,273,795	04/10/84
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DOG LIFE TASTY VITTLES AND DESIGN			748,854	04/30/63

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Mark	Application No.	Filing Date	Registration No.	Registration Date
DOGGIE FRANKS			1,438,258	04/28/87
HI-LIFE AND DESIGN			389,548	08/12/41
LOLLI-PUPS CANADA			209,689	09/26/75
LOLLI-PUPS AND DESIGN			569,205	01/13/57
MY DOGGIES BAG			1,460,847	10/13/87
PEOPLE CRACKERS (MEXICO)			552,254	Not Available
TRAIL CALL			889,124	04/07/70
DOG HEAD LOGO			1,882,414	03/07/95
CAT HEAD LOGO			1,859,904	
HI-LIFE			1,878,815	02/14/95
FANTASY			1,508,487	10/25/94
LOVE MY CAT			1,422,199	12/23/86
ME & MY CAT			1,461,218	10/13/87
ME & MY DOG			1,393,471	05/13/86
PICK-OF-THE-LITTER			1,476,130	02/09/88
TRAINING WHEELS			1,839,060	06/07/94

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