Form PTO-1594 (Rev. 93/05) OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office				
RECORDATION FORM COVER SHEET TRADEMARKS ONLY					
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
1. Name of conveying party(ies): Healthy Pet Corp. Individual(s) Association General Partnership Limited Partnership Corporation- State: Delaware Other Citizenship (see guidelines) Additional names of conveying parties attached? Yes No.	General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Maryland Other Citizenship 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)				
Execution Date(s) August 31, 2005. Assignment Merger Security Agreement Change of Name Other 4. Application number(s) or registration number(s) an A. Trademark Application No.(s) 78/386773 78/386676 78/386661					
Additional sheet(s) attached? Yes Vo. C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):					
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elizabeth M. Millican	6. Total number of applications and registrations involved:				
Internal Address: Street Address: 101 N. Tryon Street, Suite 1900	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140,00 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed				
City: Charlotte State: North Carolina Zip: 28246 Phone Number: 704-377-8170 Fax Number: 704-339-3470 Email Address: emillican@rbh.com	8. Payment Information: a. Credit Card Last 4 Numbers 6613 Expiration Date 06/07 b. Deposit Account Number Authorized User Name				
9. Signature: Signature Elizabeth M. Millican Name of Person Signing	September 1, 2005 Date Total number of pages including cover sheet, attachments, and document:				

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to: Mall Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003184 FRAME: 0638

ASSIGNMENT AND GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Healthy Pet Corp., a Delaware corporation (the "Pledgor"), is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks"); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, restated, modified or supplemented from time to time, the "Security Agreement"), dated as of August 31, 2005, in which the Pledgor has agreed with Allied Capital Corporation, as Collateral Agent (the "Collateral Agent"), with offices at 1919 Pennsylvania Avenue, N.W., Washington, DC 20006, to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby assign and grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Assignment has been given in conjunction with the assignment and security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Assignment are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

HEALTHY PET CORP.

Name:

Title:

Volpacchio

State of Connectivit 35, Fairfield, 9/1/05 County of Fairfield

Before me appeared <u>Gino Vol pacekio</u>, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the identified corporation or other juristic entity with authority to do so.

This 1st day of September 2005.

Motary Public L. Soniel

(Scal)

My Commission Expires: 12/31/07

TRADEMARKS AND TRADEMARK APPLICATIONS

		Application or		Issue or
<u>Pledgor</u>	<u>Mark</u>	Registration Number	<u>Country</u>	Filing Date
Healthy Pet Corp.	HEALTHY PET	2398339	United States	March 16, 1998
Healthy Pet Corp.	(Design only)	2697100	United States	January 16, 2001
Healthy Pet Corp.	UNLEASE YOUR PET- TENTIAL	78/386773	United States	March 18, 2004
Healthy Pet Corp.	HEALTHY PET (and Design)	78/386676	United States	March 18, 2004
Healthy Pet Corp.	HEALTHY PET (and Design)	78/386661	United States	March 18, 2004

TRADEMARK
REEL: 003184 FRAME: 0641

RECORDED: 09/01/2005