

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION F  
TRADEMARKS ONLY



NT OF COMMERCE  
nd Trademark Office

103123503

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):

MIRACLECORP PRODUCTS

- Individual(s)
- General Partnership
- Corporation- State: OHIO
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 8, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: AUDUBON CAPITAL SBIC, L.P.

Internal

Address: \_\_\_\_\_

Street Address: 217 N. COLUMBIA STREET

City: COVINGTON

State: LOUISIANA

Country: USA Zip: 70433

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship DELAWARE
- Corporation Citizenship \_\_\_\_\_
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SHEETS

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
SEE ATTACHED SHEETS

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

Name: MARY MESSINA

Internal Address: \_\_\_\_\_

Street Address: C/O PHELPS DUNBAR LLP

365 CANAL STREET, SUITE 2000

City: NEW ORLEANS

State: LOUISIANA Zip: 70130

Phone Number: 504-566-1311

Fax Number: 504-568-9130

Email Address: MESSINAM@PHELPS.COM

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Mary Messina  
Signature

11/15/05  
Date

MARY R. MESSINA

Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/21/2005 ECOOPER 00000095 2035704

01 FC:8521 40.00 DP

02 FC:8522 75.00 DP

700251743

TRADEMARK  
REEL: 003275 FRAME: 0022

FEDERALLY REGISTERED TRADEMARKS

<u>Mark</u>	<u>Number</u>	<u>Country</u>
Animal Legends & Design	2055704	USA
Design of Dog Holding Leash	2379653	USA
Easy Wormer	2853979	USA
Equi-Block	2278019	USA
Equidae Sport Horse Journal & Design	2283827	USA
Fiber Formula	1582077	USA
Grooma (Stylized)	2043859	USA
Life Phase	1655915	USA
Manemaster	2274046	USA
Miracle Coat	1997189	USA
Miracle Mist	1997190	USA
Nickersnax	2769372	USA
No Fly Zone	2386773	USA
Obey	2173234	USA
Stewart	2847572	USA
Sun Design	2169155	USA
The Bond Builder	2470529	USA
The Treat Professionals	1707741	USA
Trim Treats	2911811	USA

Mark

Number

Country

White Horse Trading Co.

2310787

USA

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 31st day of October, 2005, by and between:

MIRACLECORP PRODUCTS, an Ohio corporation, with a place of business located at 2425 W. Dorothy Lane, Dayton, Ohio 45439 (the "Debtor"); and

AUDUBON CAPITAL SBIC, L.P., a Delaware limited partnership, with a place of business located at 217 N. Columbia Street, Covington, Louisiana 70433, as collateral agent for the ratable benefit of the Purchasers (hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "Secured Party");

WITNESSETH:

WHEREAS, the Debtor, the holders from time to time of the debentures issued pursuant to the Purchase Agreement (hereinafter defined) (the "Purchasers"), certain other parties as holders of certain preferred stock of the Debtor, and the Secured Party are party to a certain Debenture and Preferred Stock Purchase Agreement dated of even date herewith (as it may from time to time be amended, modified, supplemented or restated, the "Purchase Agreement");

WHEREAS, the Debtor is using the trademarks and/or services marks, and is the owner of the U.S. Patent and Trademark Office registrations which have been obtained (or are being applied for by the Debtor) and are listed on Schedule A attached hereto (collectively the "Trademarks");

WHEREAS, pursuant to a Security Agreement dated of even date herewith between the Debtor and the Secured Party (as it may from time to time be amended, modified, supplemented or restated, the "Security Agreement"), the Debtor has granted the Secured Party, for the ratable benefit of the Purchasers, a security interest in the Trademarks and in all assets relating to and deriving from the Trademarks on the terms and conditions set forth in the Security Agreement;

WHEREAS, the Purchase Agreement requires that the Debtor shall execute and deliver this Agreement; and

WHEREAS, all capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the parties hereto hereby agree as follows:

1. The Debtor hereby assigns, conveys and transfers unto the Secured Party, for the ratable benefit of the Purchasers, on the terms and conditions contained in the Security Agreement, which are incorporated herein and made a part hereof, and as additional security for the payment and performance by the Debtor of the Secured Obligations (as defined in the Security Agreement), a lien upon all of the Debtor's right, title and interest in, to and under the Trademarks, and the registrations and applications appurtenant thereto, and the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith.

2. The Debtor shall take all commercially reasonable action, under both statutory and common law, which may be necessary or useful to perfect title to the Trademarks, to maintain and/or defend the Trademarks including without limitation the defense of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Trademarks, bringing institution of actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks.

3. This Agreement shall terminate upon the full payment in cash of all of the Secured Obligations and, upon such termination, the Secured Party shall promptly execute and deliver to the Debtor, at the Debtor's expense, such documents or instruments as the Debtor may reasonably request in furtherance and in evidence of such termination, including all documents necessary for the release of the security interest of the Secured Party in the Trademarks and the recording thereof.

4. This Agreement shall be binding upon the Debtor, its successors and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

5. This Agreement may not be amended or modified except with the written consent of the Secured Party and the Debtor.

6. The Debtor will provide any additional documentation to support or confirm the security interest created under this Agreement.

7. Notwithstanding anything to the contrary set forth herein, as to those Trademarks in which any lender also has a security interest securing indebtedness owing to it from Borrower senior to the indebtedness of Borrower to the Purchasers, the Secured Party acknowledges and agrees that its security interest in such Trademarks is subordinate to the security interest of such senior lender.

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

MIRACLECORP PRODUCTS

By: William M. Sherk, Jr.  
Name: William M. Sherk, Jr.  
Title: President

AUDUBON CAPITAL SBIC, L.P., as  
Collateral Agent

By Audubon SBIC Partners, L.L.C., its  
general partner

By: \_\_\_\_\_  
Name: Robert N. Cowin  
Title: Manager

2. The Debtor shall take all commercially reasonable action, under both statutory and common law, which may be necessary or useful to perfect title to the Trademarks, to maintain and/or defend the Trademarks including without limitation the defense of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Trademarks, bringing institution of actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks.

3. This Agreement shall terminate upon the full payment in cash of all of the Secured Obligations and, upon such termination, the Secured Party shall promptly execute and deliver to the Debtor, at the Debtor's expense, such documents or instruments as the Debtor may reasonably request in furtherance and in evidence of such termination, including all documents necessary for the release of the security interest of the Secured Party in the Trademarks and the recording thereof.

4. This Agreement shall be binding upon the Debtor, its successors and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

5. This Agreement may not be amended or modified except with the written consent of the Secured Party and the Debtor.

6. The Debtor will provide any additional documentation to support or confirm the security interest created under this Agreement.

7. Notwithstanding anything to the contrary set forth herein, as to those Trademarks in which any lender also has a security interest securing indebtedness owing to it from Borrower senior to the indebtedness of Borrower to the Purchasers, the Secured Party acknowledges and agrees that its security interest in such Trademarks is subordinate to the security interest of such senior lender.

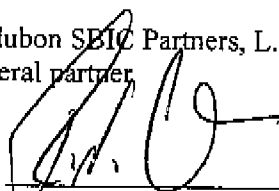
IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

MIRACLECORP PRODUCTS

By: \_\_\_\_\_  
Name: William M. Sherk, Jr.  
Title: President

AUDUBON CAPITAL SBIC, L.P., as  
Collateral Agent

By Audubon SBIC Partners, L.L.C., its  
general partner,

By:  \_\_\_\_\_  
Name: Robert N. Cowin  
Title: Manager

ACKNOWLEDGMENT

STATE OF OHIO

COUNTY/PARISH OF MONTGOMERY

On this 8 day of November, 2005, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared William M. Sherk, Jr. ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the President of MiracleCorp Products, an Ohio corporation, who acknowledged that Appearer executed the foregoing instrument by authority of said corporation's Board of Directors on behalf of and as the free act and deed of said corporation.

IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of the two undersigned witnesses and me, Notary, on the day and in the month and year hereinabove first written.

WITNESSES:

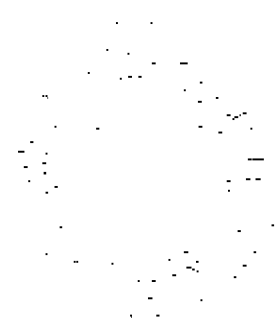
William M. Sherk, Jr.  
Appearer: William M. Sherk, Jr.

Alison J. Ernst

Corey R. Hays

Michael Herr  
Notary Public

**5. MICHAEL HERR, Attorney at Law**  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.



SCHEDULE A  
TO THE  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF OCTOBER 31, 2005  
BETWEEN  
MIRACLECORP PRODUCTS  
AND  
AUDUBON CAPITAL SBIC, L.P., AS COLLATERAL AGENT

FEDERALLY REGISTERED TRADEMARKS

<u>Mark</u>	<u>Number</u>	<u>Country</u>
Animal Legends & Design	2055704	USA
Design of Dog Holding Leash	2379653	USA
Easy Wormer	2853979	USA
Equi-Block	2278019	USA
Equidae Sport Horse Journal & Design	2283827	USA
Fiber Formula	1582077	USA
Grooma (Stylized)	2043859	USA
Life Phase	1655915	USA
Manemaster	2274046	USA
Miracle Coat	1997189	USA
Miracle Mist	1997190	USA
Nickersnax	2769372	USA
No Fly Zone	2386773	USA
Obey	2173234	USA
Stewart	2847572	USA
Sun Design	2169155	USA
The Bond Builder	2470529	USA
The Treat Professionals	1707741	USA
Trim Treats	2911811	USA



Mark

Number

Country

White Horse Trading Co.

2310787

USA