

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.G.B. Distributing, Inc.		04/13/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	USB Capital Funding Corp.		
Street Address:	721 Locust Street		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78247008	CANINE SOLUTIONS	
Serial Number:	78847010	PERFECT PET OBEDIENCE TRAINING	
Serial Number:	78597531	GENTLE TOUCH	
Serial Number:	78375092	WELOVEDOGS	
CORRESPONDENCE DATA			
Fax Number: (314)552-7000			
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone: 314-552-6000			
Email: ipdocket@thompsoncoburn.com			
Correspondent Name: Caroline G. Chicoine			
Address Line 1: One US Bank Plaza			
Address Line 4: St. Louis, MISSOURI 63101			
ATTORNEY DOCKET NUMBER:	299-61094		
NAME OF SUBMITTER:	Caroline G. Chicoine		

CH \$115.00 78247008

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TRADEMARK
REEL: 003293 FRAME: 0690

Signature:

/Caroline G. Chicoine/

Date:

04/20/2006

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 13, 2006 is executed by **J.G.B. DISTRIBUTING, INC.**, an Ohio corporation ("Debtor"), in favor of **USB CAPITAL FUNDING CORP.**, a Nevada corporation ("Secured Party").

1. DEFINITIONS.

1.1 Note. Any capitalized term used, but not defined in, this Agreement will have the meaning given in the Subordinated Term Loan Note dated as of the date of this Agreement, executed by Debtor in favor of Secured Party, as the same may be amended, supplemented, amended, and restated or otherwise modified from time to time (the "Note").

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(a) As used in this Agreement, accounting terms relating to Debtor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(b) References to the Uniform Commercial Code, or UCC, mean the Uniform Commercial Code as enacted in the State of Ohio and in effect from time to time.

(c) The definition of any document, instrument or agreement includes all schedules, attachments, and exhibits thereto and all renewals, extensions, supplements, restatements, and amendments thereof. All Exhibits and Schedules attached to this Agreement are incorporated into, made, and form an integral part of this Agreement for all purposes.

(d) "Hereunder," "herein," "hereto," "this Agreement," and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

(e) All of the uncapitalized terms contained in this Agreement that are now or hereafter defined in the UCC will, unless the context indicates otherwise, have the meanings provided for now or hereafter in the UCC.

(f) "Material Item of the Trademark Collateral" means each item of the Trademark Collateral unless, with respect to the applicable item of Trademark Collateral, the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of Debtor's business.

(g) "Trademark Collateral" means, collectively, (a) all of Debtor's right, title, and interest (including all goodwill associated therewith) in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in Schedule I being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages, and payments now and in the future due or payable under with respect to any and all Trademarks, including damages and payments for past or future

infringements of any and all Trademarks; (d) all rights to sue for past, present, and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks and goodwill associated therewith throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses, as defined in Section 3.1 (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the Trademark Collateral.

(h) "Senior Credit Agreement" means the Credit and Security Agreement of even date herewith between Debtor and U.S. Bank, as the same may be amended, modified or supplemented from time to time.

(i) "Subordination Agreement" means the Subordination Agreement of even date executed by Secured Party in favor of U.S. Bank, and consented to by Debtor, as the same may be amended, modified or supplemented from time to time.

(j) "U.S. Bank" means U.S. Bank National Association, a national banking association.

2. GRANT OF SECURITY. To secure the full, prompt and complete payment and performance of the Obligations, Debtor hereby grants to, and creates in favor of Secured Party, a continuing security interest in, and lien on, all of the Trademark Collateral.

3. LICENSES.

3.1 Licenses. Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, which consent shall not be unreasonably withheld, provided, that, the foregoing restriction shall not apply to any implied license that may be deemed to exist which allows customers of Debtor to use any Trademarks in the resale of products purchased from Debtor. Each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 3.2. Secured Party shall not be under any obligation to consent to a Trademark License unless it is reasonably necessary or appropriate in the ordinary course of Debtor's business as presently conducted by it and so long as no Event of Default, as defined under the Note (each, an "Event of Default"), occurs and is continuing.

3.2 Event of Default. If an Event of Default occurs, Secured Party shall have the right, immediately or at any time thereafter, subject to the rights of U.S. Bank under the Subordination Agreement, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark License, whereupon (a) the Trademark License will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (b) all rights and interests of the licensees in, to, and under the Trademark License will revert to Debtor; and (c) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If an Event of Default is cured to the satisfaction of or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, but subject to the rights of U.S. Bank under the Subordination Agreement, the Trademark License will immediately revert with the licensees on the cessation of the Default, subject to the terms of this Agreement.

4. REPRESENTATIONS AND WARRANTIES. Debtor represents and warrants that:

(a) Debtor is the sole legal and beneficial owner of the entire right, title, and interest in and to the Trademark Collateral, free and clear of any lien, option, or license except the lien granted in favor of U.S. Bank and as otherwise disclosed in Schedule I.

(b) Set forth in Schedule I is a complete and accurate list of all Trademarks and the Trademark License Rights owned by Debtor or in which Debtor has any rights.

(c) Each Trademark identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable, or unenforceable, in whole or in part, and each registered trademark and service mark and, to Debtor's knowledge, each application for trademark and service mark registration is valid, registered, or registrable and enforceable. Debtor has notified Secured Party in writing of all prior uses of any Material Item of the Trademark Collateral of which Debtor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as otherwise disclosed in Schedule I.

(e) Reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark that is part of the Trademark Collateral.

(f) The Trademark License Rights are in full force and effect, and Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, might constitute a default by Debtor under the Trademark License Rights.

(g) Except for the filing of UCC financing statements and any filings necessary with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (a) for the grant by Debtor of the liens granted hereby or for the execution, delivery, or performance of this Agreement by Debtor, or (b) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

5. FURTHER ASSURANCES.

5.1 Required Debtor Actions. Debtor will from time to time, at its expense, promptly execute and deliver all further instruments, documents, and agreements and take all further action that Secured Party may reasonably request, in order to (a) continue, perfect, and protect the security interests and liens granted or purported to be granted by this Agreement or (b) enable Secured Party to exercise and enforce its rights and remedies under this Agreement with respect to any part of the Trademark Collateral.

5.2 Financing Statements. Without limiting the generality of Section 5.1, Secured Party is authorized by Debtor (a) to file one or more financing statements disclosing Secured Party's security interest and lien under this Agreement without Debtor's signature appearing thereon and to correct or complete, or to cause to be corrected or completed, any financing

statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party and (b) to give notice to any creditor or landlord of Debtor or to any other Person to whom Secured Party may reasonably determine it is necessary or desirable under applicable law to give notice to perfect or preserve Secured Party's interests in the Trademark Collateral. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement.

5.3 Further Information. Debtor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Trademark Collateral, including any licensing of Trademark Collateral, and all other reports in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Debtor agrees that, should it obtain an ownership interest in any Trademark License Rights or Trademarks that are not now identified in Schedule I, (a) Debtor will give prompt written notice to Secured Party; (b) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks acquired or obtained; and (c) each of such Trademark License Rights and Trademarks, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any of the Trademark License Rights or Trademarks that become part of the Trademark Collateral under this Section 5.4.

5.5 Maintenance of Rights. Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each Material Item of the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, cancellation, any other interference proceeding, and infringement proceedings. To the extent necessary to the conduct of its businesses, Debtor agrees to take corresponding steps with respect to the other items of Trademark Collateral (i.e., exclusive of any Material Item of the Trademark Collateral) and each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (a) abandon any registration of or any Material Item of the Trademark Collateral, (b) abandon any right to file an application for Trademark registration, or (c) with respect to any other Trademark Collateral (i.e., exclusive of any Material Item of the Trademark Collateral), abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business.

5.6 Notification. Debtor will notify Secured Party immediately when Debtor learns (a) that any Material Item of the Trademark Collateral may become abandoned, cancelled, or dedicated; (b) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any Material Item of the Trademark Collateral; or (c) that Debtor is or potentially could be in default of any of the Trademark License Rights.

5.7 Infringement. If Debtor becomes aware that any Material Item of the Trademark Collateral is infringed or misappropriated by any Person, Debtor will (a) promptly notify Secured Party, (b) if necessary under the circumstances, promptly sue for infringement or misappropriation.

tion and for recovery of all damages caused by the infringement or misappropriation, and (c) take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor.

5.8 Statutory Notice. Debtor will continue to use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each Trademark or service mark.

6. TRANSFERS AND OTHER LIENS. Debtor will not:

(a) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral, except (i) as expressly permitted by the Note and the Senior Credit Agreement, or (ii) as expressly permitted by this Agreement;

(b) create or suffer to exist any liens on, or with respect to, any of the Trademark Collateral except as otherwise disclosed in Schedule I or as otherwise expressly permitted by the Note and the Senior Credit Agreement; or

(c) take any other action in connection with any of the material items of Trademark Collateral that could impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral.

7. POWER OF ATTORNEY. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in Debtor's place, stead and on behalf of Debtor and in Debtor's name or otherwise, from time to time, to take any action and to execute any instrument on and after the occurrence of an Event of Default and during the continuance thereof to accomplish the purposes of this Agreement including:

(a) to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under, or in respect of, any and all of the Trademark Collateral;

(b) to receive, indorse, and collect any drafts or other instruments, documents, and chattel paper, in connection with Section 7(a); and

(c) (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

8. LENDER MAY PERFORM.

8.1 Performance by Secured Party. If Debtor fails to perform any of its obligations contained in this Agreement after notice from Secured Party, Secured Party (solely at its option without any obligation to do so) may itself perform, or cause performance of, such obligations, and the expenses of Secured Party incurred in connection therewith shall be payable under the Note.

8.2 Secured Party May Bring Suit. On, and at any time after, the occurrence of an Event of Default and during the continuance thereof, Secured Party will have the right, but in no way will be obligated, to bring suit in its own name or in the name of Debtor to enforce any part of the Trademark Collateral. Debtor will, at the request of Secured Party, do any and all lawful acts and sign any and all proper documents required by Secured Party in aid of Secured Party's enforcement actions. On Secured Party's demand, Debtor will promptly reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 8.

9. LENDER'S DUTIES. The powers and rights conferred on Secured Party under this Agreement are solely to protect its interests in the Trademark Collateral and will not impose any duty on Secured Party to exercise any of the powers or rights. Except for the reasonable care of any Trademark Collateral in its custody and possession and the accounting for moneys actually received by it under this Agreement, Secured Party will have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against other Persons or any other rights pertaining to any Trademark Collateral. Secured Party will be deemed to have exercised reasonable care of the Trademark Collateral in its custody and possession if the Trademark Collateral is accorded treatment substantially equal to that which Secured Party accords its own property.

10. REMEDIES. If any Event of Default occurs and is continuing:

(a) Secured Party may, subject to the rights of U.S. Bank under the Subordination Agreement, exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for in this Agreement or otherwise available to Secured Party, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may do any one or more of the following at Secured Party's option subject to the rights of U.S. Bank under the Subordination Agreement: (i) cause the assignment of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) exercise any and all rights and remedies of Debtor under or otherwise in respect of the Trademark Collateral; (iii) require Debtor to, and Debtor at its expense will, immediately on Secured Party's request assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both Secured Party and Debtor; (iv) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person and exercise any and all rights and remedies of Debtor under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (v) with ten (10) days advance notice (unless no notice is required under applicable law), sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Debtor of the time and place of any public sale or the time after which any private sale

is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by Debtor under or in connection with any of the Trademark Collateral will be received in trust for the benefit of U.S. Bank and Secured Party, will be segregated from other funds of Debtor and will be immediately paid over to U.S. Bank and/or Secured Party, subject to the terms of the Subordination Agreement, in the same form as so received (with any necessary indorsements) in accordance with the Senior Credit Agreement.

(c) All payments made under, in connection with or otherwise in respect of, the Trademark Collateral and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization on all or any part of the Trademark Collateral may, subject to the rights of U.S. Bank under the Subordination Agreement, be held by Secured Party as collateral for, and then or at any time thereafter applied (after payment of any costs or expenses payable to Secured Party pursuant to the Note) in whole or in part by Secured Party against, all or any part of the Obligations, in any order as Secured Party may elect. Any surplus of any cash or cash proceeds held by Secured Party and remaining after the indefeasible payment and performance in full of all Obligations will be paid over to Debtor or to whomsoever may be lawfully entitled to receive the surplus, if any.

11. NOTICE. Any notice, certificate, request, notification, and other communication required, permitted, or contemplated hereunder must be in writing and given in accordance with the Note and the other Loan Documents.

12. GENERAL.

12.1 Severability. If any term of this Agreement is found invalid under Ohio law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining terms of this Agreement.

12.2 GOVERNING LAW. THIS AGREEMENT HAS BEEN DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT CLEVELAND, OHIO. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OHIO (WITHOUT REGARD TO OHIO CONFLICT OF LAWS PRINCIPLES); PROVIDED THAT LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

12.3 Survival and Continuation of Representations and Warranties. All of Debtor's representations and warranties contained in this Agreement shall (a) survive the execution, delivery and acceptance hereof by the parties hereto and the closing of the transactions described herein or related hereto, and (b) remain true until the obligations due Secured Party are fully performed, paid and satisfied, made by Debtor with the same effect as though the representations and warranties had been made again on, and as of, each day of the term of this Agreement, subject to such changes as may not be prohibited hereby, do not constitute Events of Default, and have been consented to by Secured Party in writing.

12.4 Secured Party's Additional Rights Regarding Collateral. All of the loan obligations due Secured Party shall constitute one obligation secured by all of the Trademark Collateral. In addition to Secured Party's other rights and remedies under the Loan Documents, Secured Party may, in its discretion exercised in good faith, and subject to the rights of U.S. Bank under the Subordination Agreement, following the occurrence of any Event of Default: (a) exchange, enforce, waive, or release any of the Trademark Collateral or portion thereof, (b) apply the proceeds of the Trademark Collateral against the Obligations and direct the order or manner of the liquidation thereof (including any sale or other disposition), as Secured Party may, from time to time, in each instance determine, and (c) settle, compromise, collect, or otherwise liquidate any such security in any manner without affecting or impairing its right to take any other further action with respect to any security or any part thereof.

12.5 Application of Payments; Revival of Obligations. Secured Party shall have the continuing right to apply or reverse and reapply any payments to any portion of the loan obligations. To the extent Debtor makes a payment or payments to Secured Party or any Secured Party or Secured Party or any Secured Party receives any payment or proceeds of the Trademark Collateral or any other security for Debtor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment(s) or proceeds received, the loan obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment(s) or proceeds had not been received by Secured Party or such Secured Party.

12.6 Additional Waivers by Debtor. Debtor waives presentment and protest of any instrument and notice thereof, and, except as expressly provided in the Loan Documents, demand, notice of default, and all other notices to which Debtor might otherwise be entitled. Debtor shall also assert no claim against the Secured Party on any theory of liability for consequential, special, indirect, or punitive damages.

12.7 Equitable Relief. Debtor recognizes that, in the event Debtor fails to perform, observe, or discharge any of its obligations or liabilities under this Agreement, any remedy of law may prove to be inadequate relief to Secured Party; therefore, Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

12.8 Entire Agreement; Counterparts; Fax Signatures. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersede all previous understandings, written or oral, in respect thereof. Any request from time to time by Debtor for Secured Party's consent under any provision in the Loan Documents must be in writing, and any consent to be provided by Secured Party under the Loan Documents from time to time must be in writing in order to be binding on Secured Party; provided however, Secured Party will have no obligation to provide any consent requested by Debtor, and Secured Party may, for any reason in its discretion exercised in good faith, elect to withhold the requested consent unless the Loan Document at issue expressly provides to the contrary. Two or more duplicate originals of this Agreement may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Any documents delivered by, or on behalf of, Debtor by fax transmission (a) may be relied on by Secured Party as if the document were a manually signed original and (b) will be binding on Debtor for all purposes of the Loan Documents.

12.9 Headings. Section headings in this Agreement are included for convenience of reference only and shall not relate to the interpretation or construction of this Agreement.

12.10 Cumulative Remedies. The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement or any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with greater rights, remedies, powers, privileges, or benefits will control. Without limiting the generality of the foregoing, the description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's lien on, or security interest in, the Collateral, as defined in the Business Security Agreement dated as of the date hereof, executed by Debtor in favor of Secured Party (the "General Collateral"), or Secured Party's remedies respecting the General Collateral.

12.11 Waivers and Amendments in Writing. Failure by Secured Party to exercise any right, remedy or option under this Agreement or in any Loan Documents or delay by Secured Party in exercising the same shall not operate as a waiver by Secured Party of its right to exercise any such right, remedy or option. No waiver by Secured Party shall be effective unless it is in writing and then only to the extent specifically stated. This Agreement cannot be amended, modified, changed, or terminated orally.

12.12 Recourse to Directors or Officers. The obligations of Secured Party under this Agreement are solely the corporate obligations of Secured Party. No recourse shall be had for the payment of any amount owing in respect to this Agreement or for the payment of any fee hereunder or for any other obligation or claim arising out of or based upon this Agreement against any stockholder, employee, officer, or director of Secured Party except as described in the Limited Guaranty dated as of the date hereof, executed by William J. Miltz in favor of Secured Party.

12.13 Assignment. Secured Party shall have the right to assign this Agreement and the other Loan Documents. Debtor may not assign, transfer, or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer, or other disposition without Secured Party's written consent shall be void. All of the rights, privileges, remedies, and options given to Secured Party under the Loan Documents shall inure to the benefit of Secured Party's successors and assigns, and all the terms, conditions, covenants, provisions, and warranties in this Agreement shall inure to the benefit of and bind the permitted successors and assigns of Debtor and Secured Party, respectively.

12.14 Continuing Rights. This Agreement creates a continuing lien on the Trademark Collateral and will (a) remain in full force and effect until the full and final payment of all the loan obligations, (b) be binding on Debtor, its successors, and assigns, and (c) inure, together with the rights and remedies of Secured Party under this Agreement, to the benefit of Secured Party and Secured Party's successors, transferees, and assigns.

12.15 Term; Trademark Collateral Reversion. Subject to Section 12.6, this Agreement will terminate on the later to occur of (a) the full, indefeasible performance, payment, and satisfaction of the Obligations and (b) the termination of the Note, at which time the lien granted by this Agreement will terminate and all rights to the Trademark Collateral will revert to Debtor (without representation, warranty, or recourse). On any such termination, Secured Party will, at

Debtor's expense, sign and deliver to Debtor such documents as Debtor reasonably requests to evidence such termination (without representation, warranty, or recourse).

12.16 Conflict. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and the terms of the Note, the terms of the Note shall control. If there is any conflict, ambiguity, or inconsistency between the terms of this Agreement and the terms of any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with greater rights, remedies, powers, privileges, or benefits will control. Without limiting the generality of the foregoing, the description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's lien on, the General Collateral, or Secured Party's remedies respecting the General Collateral.

12.17 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR LENDER TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO BORROWER, BORROWER AND LENDER EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN LENDER AND BORROWER.

IN WITNESS WHEREOF, this Agreement has been duly executed by Debtor as of April 13, 2006.

(SIGNATURES ON FOLLOWING PAGE)

**SIGNATURE PAGE-
TRADEMARK SECURITY AGREEMENT**

Debtor:

J.G.B. DISTRIBUTING, INC.

By: William J. Miltz
William J. Miltz, President

STATE OF OHIO

COUNTY OF CUYAHOGA SS:

The foregoing instrument was acknowledged before me this 12 day of April 2006, by William j. Miltz, President of and on behalf of **J.G.B. DISTRIBUTING, INC.**, an Ohio corporation.

Monica Langley
Notary Public

MONICA LANGLEY
A Notary Public Of Ohio
My Commission Expires November 25, 2006

Accepted as of April __, 2006.

Secured Party:

USB CAPITAL FUNDING CORP.

By: _____
Brian Harrer, Vice President

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Notary Public

Accepted as of April ___, 2006.

Secured Party:

USB CAPITAL FUNDING CORP.

By: Brian Harrer _____
Brian Harrer, Vice President

SCHEDULE I

TRADEMARKS

Trademark	App. No./ Reg. No.	Filing Date/ Reg. Date	Owner
CANINE SOLUTIONS	78/247,008	5/7/03	J.G.B. Distributing Inc.
PERFECT PET OBEDIENCE TRAINING	78/847,010	3/27/06	J.G.B. Distributing Inc.
GENTLE TOUCH	78/597,531	3/29/05	J.G.B. Distributing Inc.
WELOVEDOGS	78/375,092	3/27/04	J.G.B. Distributing Inc.
PET AMERICA RX			J.G.B. Distributing Inc.
PET PHARMACY RX			J.G.B. Distributing Inc.
PETSCRIPT RX			J.G.B. Distributing Inc.
PREFERRED PET RX			J.G.B. Distributing Inc.
PERFECT PET TRAINING			J.G.B. Distributing Inc.
WWW.WELOVEDOGS.COM			J.G.B. Distributing Inc.

Domain Names

Domain Name	Owner
www.welovedogs.com	J.G.B. Distributing, Inc.