

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc., as Agent		01/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Aspen Pet Products, Inc.
Street Address:	4735 N. Florence St.
City:	Denver
State/Country:	COLORADO
Postal Code:	80238
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2267420	FRESH 'N FLOSS
Registration Number:	1718516	VOLCANITE
Registration Number:	1380490	SAND CASTLE
Registration Number:	1693794	ULTRA CLUMP
Registration Number:	1715861	BOODABOX
Registration Number:	1797843	BOODA BONE
Registration Number:	2057946	ZERO MAX
Registration Number:	1898210	BOODA GUY
Registration Number:	1900005	BOODA GAL
Registration Number:	1896157	LOOK
Registration Number:	1985987	CHEW GAL
Registration Number:	2159992	ASPEN PET
Registration Number:	2196983	ASPEN PET PRODUCTS
Registration Number:	2160067	BOODA VELVETS

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Registration Number:	2230165	ULTRA CLUMP
Registration Number:	2249682	BOODA
Registration Number:	2372308	BANANA PET
Registration Number:	2314796	CASHMERE
Registration Number:	2199153	KITTY KLEAN SNUFFY'S
Registration Number:	1805321	EZIDRY
Registration Number:	2721988	WALKABOUT
Registration Number:	2712696	CIDER MILL
Registration Number:	2624050	CIDER MILL

CORRESPONDENCE DATA

Fax Number: (213)443-2926
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-617-5493
Email: jcravitz@sheppardmullin.com
Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 48th Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	04/25/2006

Total Attachments: 6
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SECURITY INTEREST RELEASE AND TERMINATION (TRADEMARKS)

THIS SECURITY INTEREST RELEASE AND TERMINATION (TRADEMARKS), dated as of January 30, 2006, is made by HELLER FINANCIAL, INC., a Delaware corporation, as agent (“**Agent**”) for the secured parties (“**Secured Parties**”) to that certain Security Agreement made by ASPEN PET PRODUCTS, INC., a Delaware corporation (“**Borrower**”), dated as of December 8, 2000, in favor of Agent for the benefit of the Secured Parties (the “**Security Agreement**”). All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Credit Agreement (defined below).

WHEREAS, Borrower, Agent, Documentation Agent and Lenders are parties to a Credit Agreement dated as of December 8, 2000 (the “**Credit Agreement**”), as a condition to which Agent and Borrower entered into the above-referenced Security Agreement;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Borrower entered into that certain Trademark Security Agreement dated as of December 8, 2000 (the “**Trademark Security Agreement**”), whereby Borrower granted to Agent for the benefit of the Secured Parties, a continuing security interest in all of Borrower’s right, title and interest in, to and under certain trademarks, trademark applications and other related collateral as more particularly described in the Trademark Security Agreement that was recorded with the U.S. Patent and Trademark Office on June 13, 2001 at Reel 002315, Frame 0390; and

WHEREAS, all of the Obligations owing by Borrower to Agent or any of the Lenders under or in respect of the Credit Agreement have been paid and satisfied in full and therefore Agent wishes to evidence the release and discharge the security interest of, in and to (i) the twenty-four (24) United States trademark registrations, the one (1) United States trademark application, and the other trademarks and trademark applications that are more particularly described on the attached Schedule A; (ii) all trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith; (iii) all renewals thereof; (iv) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (v) the right to sue for past, present and future infringements of any of the foregoing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) all goodwill associated with and symbolized by any of the foregoing (“**Collateral**”).

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases and discharges the security interests and liens in and to the Collateral; and


2. Agent hereby authorizes the recordation of this Security Interest Release and Termination (Trademarks) with the United States Patent and Trademark Office in order to give proper notice of Agent’s

release and discharge of the security interests and liens in and to the Collateral as more particularly described on Schedule A attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Security Interest Release and Termination (Trademarks) to be executed and delivered by its duly authorized officer as of the date set forth above.

HELLER FINANCIAL, INC.,
as Agent

By: 
Name: Pamela Eskin
Title: duly authorized signatory

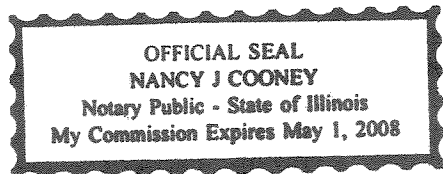
State of Illinois
County of Cook

On 1/25/06 before me, Nancy J. Cooney, personally
appeared Pamela Eskra

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nancy J. Cooney (Seal)



SCHEDULE A
to
SECURITY INTEREST RELEASE AND TERMINATION (TRADEMARKS)

Trademark Registrations

United States

<u>Trademark Description</u>	<u>Registration No.</u>	<u>Date Registered</u>
Fresh N' Floss	2267420	08/03/99
Volcanite	1718516	09/22/92
Sand Castle & Design	1380490	01/28/86
Ultra Clump	1693794	06/09/92
BoodaBox	1715861	09/15/92
Booda Bones	1797843	10/12/93
Zero Max	2057946	04/29/97
Booda Guy	1898210	06/06/95
Booda Gal	1900005	06/13/95
Look	1896157	05/30/95
Chew Gal	1985987	07/09/96
Aspen Pet	2159992	05/26/98
Aspen Pet Products	2196983	10/20/98
Booda Velvets	2160067	05/26/98
Ultra Clump	2230165	03/09/99
Booda	2249682	06/01/99
Banana Pet	2372308	08/01/00
Cashmere	2314796	02/01/00
Kitty Klean Snuffy's*	2199153	10/27/98
Ezidry	1805321	
Sand Castle & Design	1380490	01/28/86
Walkabout	2721988	06/03/03
Cider Mill	2712696	05/06/03
Cider Mill (tree logo design)	2624050	09/24/02

Canada

Fresh N'Floss	TMA517712	10/12/99
Mighty Link	TMA525036	03/15/00

Europe

Ultra Clump	648675	10/05/99
Booda	987933	03/21/00

California and Maryland

Sand Castle & Design (California)	77488	06/12/85 (issue date)
Dog Head Design (Maryland)	90-7208	
Kitty Klean	90-7029	

* The Borrower has the right to use the phrase "Kitty Klean" under the condition it is used in close proximity to the word "Snuffy's" pursuant to the agreement by and between Societe des Produits Nestle, S.A. and Snuffy's Distributing Co., Inc., dated July 20, 1998.

Trademark Applications

United States

<u>Trademark Application Description</u>	<u>Date Applied</u>
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Walkabout	10/11/00
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Canada

Aspen Pet	03/21/00
Booda	11/10/98

Japan

Booda	11/12/98
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Unregistered Trademarks

Cider Mill
Brenton Farms
Tree Logo (design)

Unregistered Trade Names

Cider Mill Farms
Alpen