

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the address of receiving party previously recorded on Reel 001667 Frame 0569. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pet Zone Products, Ltd.		09/30/1997	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Capital One Investors
Street Address:	1801 East Ninth Street
Internal Address:	Suite 1700
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	General Partnership: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75199481	PET ZONE

CORRESPONDENCE DATA

Fax Number: (216)363-4607
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (216) 363-4453
 Email: trademark@bfca.com
 Correspondent Name: Gregory S. Kolocouris
 Address Line 1: 200 Public Square
 Address Line 2: 2300 BP Tower
 Address Line 4: Cleveland, OHIO 44114-2378

ATTORNEY DOCKET NUMBER:	23045-35
NAME OF SUBMITTER:	Gregory S. Kolocouris

OP \$40.00 75199481

Signature:

/Gregory S. Kolocouris/

Date:

06/05/2006

Total Attachments: 10

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12-31-1997

RECEIVED DEPARTMENT OF COMMERCE
Patent and Trademark Office

DEC 12 1997

Tab settings → → → 12/12/97
To the Honorable Commissioner of Patents



100596852

RECEIPT original documents or copy thereof.

1. Name of conveying party(ies):
 Pet Zone Products, Ltd.
 4807 Rockside Rd., Suite 400
 Cleveland, OH 44131

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Capital One Investors

Internal Address: _____

Street Address: 520 Madison Avenue

City: New York State: New York ZIP: 10022

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 30, 1997

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

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
75/199,481

Additional numbers _____

B. Trademark Registration No.(s)

_____ Yes No

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

Name: Susan L. Mizer
Benesch, Friedlander, Coplan & Aronoff

Internal Address: _____

Street Address: 2300 BP Tower
200 Public Square

City: Cleveland State: OH ZIP: 44114

6. Total number of applications and patents involved:..... 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:
02-2051

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan L. Mizer [Signature] December 19, 1997
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 9

TRADEMARK
DEC 23 1997
40.00
PTO

REEL: 1667 FRAME: 0569

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made by and between Capital One Investors, an Ohio general partnership (the "Secured Party"), and Pet Zone Products Ltd., an Ohio limited liability company (the "Debtor"), effective as of the 30th day of September, 1997.

WHEREAS, the Secured Party and the Debtor entered into two Promissory Notes of even date herewith (the "Notes"), both in the original principal amount of the net amount of extensions of credit evidenced thereon from time to time, executed by the Debtor in favor of the Secured Party.

WHEREAS, in order to secure the repayment of all amounts advanced to the Debtor, the Secured Party is granted a lien on all assets now owned or thereafter acquired by the Debtor, including certain patents, trademarks, and other rights described below; and

WHEREAS, the Debtor desires to secure repayment of its obligations to the Secured Party together with any other obligations or indebtedness of the Debtor to the Secured Party, whether now existing or hereafter acquired.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both parties hereby agree as follows:

1. Grant of Security Interest. To secure payment and performance of the Debtor's obligations to the Secured Party, the Debtor grants to the Secured Party a security interest in and to all of the Debtor's patents, patent applications, trademarks, trademark registrations, copyrights, copyright applications, know-how, trade secrets, and customer lists, now owned and hereafter acquired, including, but not limited to, the patents, patent applications, trademark registrations, both federal and state, trademark applications, common law trademark rights listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time, but only with the prior written consent of the Secured Party), including, without limitation, all renewals thereof, all proceeds on infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing collectively referred to as the "Collateral"), and the goodwill of the business to which each of the trademarks relate. Schedule A is incorporated into and made a part of this Agreement by reference the same as if it were fully set forth herein.

2. Obligations Secured. The obligations secured by this security interest (collectively referred to as the "Indebtedness") are the payment and performance of; (a) the obligations of the Debtor to the Secured Party pursuant to the Notes; (b) all renewals, rearrangements or extensions, if any, in whole or in part; and (c) all obligations of the Debtor and rights of the Secured Party under this Agreement.

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3. Warranties and Representations. The Debtor represents and warrants to the Secured Party that:

- (a) The Debtor owns the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;
- (b) The Collateral is valid and enforceable;
- (c) No claim has been made that the use of any of the Collateral does or may violate the rights of any third person;
- (d) The Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons;
- (e) The Debtor has the unqualified right to enter into this Agreement and perform its terms;
- (f) The Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral; and
- (g) The Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in the manufacture of products sold under the Collateral.

4. Right to Use. Unless and until there will have occurred and be continuing an Event of Default (as that term is defined in Section 6 of this Agreement), the Debtor will have the exclusive, nontransferable right to use the Collateral on and in connection with the products sold by the Debtor, for the Debtor's own benefit and account and for none other. The Debtor will not enter into any agreement which is inconsistent with the Debtor's obligations under this Agreement, and will not sell, assign, license, or otherwise encumber its interest in any of the Collateral without the prior written consent of the Secured Party. Absent such prior written consent, any attempted assignment or transfer is null and void.

5. Right to Inspect. The Debtor hereby grants to the Secured Party and its employees and agents the right to visit the Debtor's plants and facilities or the plants and facilities of any subcontractors which manufacture, inspect, sell or store products sold under any of the Collateral, and to inspect the products and quality control records relating thereto at reasonable

times during regular business hours at the Debtor's expense. The Debtor will do any and all acts commercially reasonable to ensure the Debtor's compliance with Section 3(g).

6. Event of Default.

(a) The occurrence of any of the following will constitute an "Event of Default" under this Agreement:

(1) The failure by the Debtor to fully and promptly pay all or any part of the Indebtedness as set forth in the Notes;

(2) The failure by the Debtor to perform any obligation of the Debtor to be performed under the Notes or this Agreement not involving the payment of money;

(3) A court enters a decree or order for relief in respect of the Debtor in an involuntary case under any applicable bankruptcy, insolvency or other similar law then in effect, or appoints a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or other similar official) of the Debtor or for any substantial part of its property, or orders the windup or liquidation of the Debtor's affairs; or a petition initiating an involuntary case under any such bankruptcy, insolvency, or similar law is filed against the Debtor and is pending for thirty (30) days without dismissal;

(4) The Debtor commences a voluntary case under any applicable bankruptcy, insolvency, or other similar law then in effect, makes any general assignment for the benefit of creditors, fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing; or

(5) The Debtor ceases the operation of its business.

(b) If any Event of Default, will have occurred and be continuing, the Secured Party will have, in addition to all other rights and remedies given it by this Agreement and the Notes, those allowed by law and the rights and remedies of a secured party under any and all applicable law including without limitation the Uniform Commercial Code as enacted in the applicable jurisdiction ("UCC") and federal patent and trademark law. In addition, upon such a default, the Debtor will provide to the Secured Party any executed agreement, assignment, or other document requested by the Secured Party to effect a transfer or assignment of any or all of the Collateral or title thereto to the Secured Party or otherwise necessary for the Secured Party to enforce any of its rights hereunder, under the Notes, or any document or agreement executed in connection therewith and the Debtor will cooperate by executing any documents or take any other actions necessary to transfer title of any Collateral and to record the same. Without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or

otherwise realize upon all, or from time to time any, of the Collateral together with associated goodwill, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for brokers' fees and legal services), the Secured Party will apply the residue of such proceeds against payment of the Indebtedness. Any remainder of the proceeds after payment in full of the Indebtedness will be distributed in accordance with the UCC. Notice of any sale or other disposition of the Collateral will be given to the Debtor at least five business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which the Debtor hereby agrees will be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released.

7. Termination. This Agreement will terminate upon the payment by the Debtor to the Secured Party of the entire amount of the Indebtedness. Upon termination of this Agreement, the Secured Party will, within a reasonable amount of time, execute, deliver, and file any termination statements and similar documents that the Debtor may reasonably require from time to time to effect evidence of such termination or any release from the security interest granted hereby.

8. Attorneys' Fees, Costs and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Secured Party in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, will be borne and paid by the Debtor on demand by the Secured Party and until so paid will be added to the principal amount of the Indebtedness.

9. The Debtor's Obligations to Prosecute. Except as otherwise agreed by the Secured Party in writing, the Debtor will have the duty to prosecute diligently any patent application, trademark application, or copyright application pending as of the date of this Agreement or thereafter until the Indebtedness will have been paid in full, to make federal application on registrable but unregistered Collateral, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral will be borne by the Debtor. The Debtor will not abandon any Collateral without the prior written consent of the Secured Party which consent will not be unreasonably withheld.

10. The Secured Party's Rights to Enforce. The Debtor will have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. The Secured Party will have the right but will have no obligation to join in any such action. The Debtor will promptly, upon demand, reimburse and indemnify the Secured Party for all damages, costs and expenses, including attorneys' fees incurred by the Secured Party in connection with the provisions of this Section 10 in the event the Secured Party elects to join in any such action commenced by the Debtor.

11. Power of Attorney. After the occurrence and during the continuance of an Event of Default, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its exclusive discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral together with associated goodwill to a third party or parties. The Debtor hereby ratifies all that such attorney will lawfully do or cause to be done by virtue hereof. This power of attorney will be irrevocable for the life of this Agreement.

12. The Secured Party's Right to Perform Obligations. If the Debtor fails to comply with any of its obligations under this Agreement, the Secured Party may, but is not obligated to, do so in the Debtor's name or in the Secured Party's name, but at the Debtor's expense, and the Debtor hereby agrees to reimburse the Secured Party on demand in full for all expenses, including reasonable attorneys' fees, incurred by the Secured Party in protecting, defending and maintaining the Collateral.

13. New Collateral. If, before the Indebtedness will have been satisfied in full, the Debtor will obtain rights to any new Collateral, the provisions of Section 1 will automatically apply thereto as if the same were identified on Schedule A as of the date hereof and the Debtor will give the Secured Party prompt written notice thereof.

14. Additional Documents. The Debtor will, upon written request of the Secured Party, enter into such additional documents or instruments as may be required by the Secured Party in order to effectuate, evidence or perfect the Secured Party's interests in the Collateral as evidenced by this Agreement.

16. No Waiver. No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder, under the Notes, or any other document executed in connection with any of the foregoing ("Documents") will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Remedies Cumulative. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law will be cumulative and may be executed singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision will be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability will affect only such clause or provision, or part thereof, in such jurisdiction, and will not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modifications. This Agreement may be amended or modified only by a writing signed by the parties hereto. In the event any provision herein is deemed to be inconsistent with any provision of the Notes, the provisions of the Notes will control.

20. Successors and Assigns. The benefits and burdens of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties except that the Debtor may not assign any of its rights or duties hereunder without the prior written consent of the Secured Party. Any attempted assignment or transfer without the prior written consent of the Secured Party will be null and void.

21. Governing Law/Jurisdiction. This Agreement will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws of the State of Ohio. The Debtor hereby consents to the personal jurisdiction of the state and federal courts of the State of Ohio in connection with any controversy related to this Agreement, waives any argument that venue in such forums is not convenient and agrees that any litigation initiated by the Debtor against the Secured Party will be venued in the State or Federal District Courts of Ohio.

22. Counterparts. This Agreement may be signed in multiple counterparts all of which when taken together may constitute one original document.

PET ZONE PRODUCTS LTD.

By: Shikish V Patel
(Name and Title) President

CAPITAL ONE INVESTORS

By: MCK Corporation, General Partner

By: [Signature]
President

UNITED STATES PROVISIONAL PATENT APPLICATIONS:

Title	Application No.	Filing Date	Status	BFC&A Reference
PET PLAYGROUND	60/061,061	10/3/97	pending	23045-5
PET PLAY CENTER	60/060,991	10/3/97	pending	23045-6
PET PLAY BRIDGE	60/061,073	10/3/97	pending	23045-7
PET BATH TUB	60/061,083	10/3/97	pending	23045-8
DOG HOUSE	60/061,412	10/3/97	pending	23045-9
PET HIDE AWAY	60/060,990	10/3/97	pending	23045-10
STORAGE BIN	60/061,067	10/3/97	pending	23045-11

U.S. TRADEMARK APPLICATIONS:

MARK/GOODS	SERIAL NO.	FILING DATE	STATUS	BFC&A REFERENCE
PET ZONE & design for boxes for pet toys, sold empty; cat furniture, namely, a combined house, platform and scratching post (Cl. 20) and pet baths (Cl. 21) (as amended)	75/199,481	11/18/96	intent-to-use; pending	23045-12

COMMON LAW COPYRIGHT ASSETS:

Product brochure for Hide-n-Perch Playground
 Product brochure for Hide-n-Play Center
 Product brochure for Kitt-n-Play Bridge
 Product brochure for Tidy Tub Pet Bath
 Product brochure for Ruff-n-Rugged Dog House
 Product brochure for Peek-n-Play Hide Away
 Product brochure for Cat-n-Mouse Storage Bin

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COMMON LAW TRADEMARK ASSETS:

Hide-n-Perch used in connection with a pet playground

Hide-n-Play used in connection with a pet play center

Kitt-n-Play used in connection with a pet play bridge

Tidy Tub used in connection with a pet bath tub

Ruff-n-Rugged used in connection with a dog house

Peek-n-Play used in connection with a pet hide away

Cat-n-Mouse used in connection with a storage bin

**TRADEMARK
REEL: 1667 FRAME: 0577**

**TRADEMARK
REEL: 003321 FRAME: 0695**

I hereby certify that this correspondence is being deposited with the United States Postal Service on that date and in an envelope addressed to Assistant Commissioner for Trademarks, 2500 Crystal Drive, Arlington, VA 22202-4302.

on 12-9-97

David Massey
REGISTERED
George Massey

RECORDED: 12/12/1997

TRADEMARK
REEL: 1667 FRAME: 0578

RECORDED: 06/05/2006

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REEL: 003321 FRAME: 0696