

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
Henri Studio, LLC		10/31/2008	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Associated Commercial Finance, Inc.
Street Address:	1901 W Bluemound Rd, Ste 100
City:	Brookfield
State/Country:	WISCONSIN
Postal Code:	53045
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1766724	CREATE-A-POND
Registration Number:	1638415	FARMER'S PETS
Registration Number:	2029561	HENRI
Registration Number:	2048620	HENRI
Registration Number:	2166708	HENRI STUDIO
Registration Number:	1678097	HIPPITY HOPS
Registration Number:	1535300	NATURE'S PET

CORRESPONDENCE DATA

Fax Number: (414)223-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414.273.2100
 Email: splagemann@whdlaw.com
 Correspondent Name: Whyte Hirschboeck Dudek S.C.
 Address Line 1: Attn: Suzanne Plagemann

CH \$190.00 1766724

Address Line 2: 555 East Wells Street, Suite 1900
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	ASSOCIATED-HENRI SXP
NAME OF SUBMITTER:	Suzanne Plagemann
Signature:	/Suzanne Plagemann/
Date:	11/05/2008

Total Attachments: 4
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NOTICE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS is made by and between Henri Studio, LLC, an Illinois limited liability company (the "Borrower"), and Associated Commercial Finance, Inc. (the "Lender").

The parties acknowledge the following:

A. The Borrower has executed a Security Agreement dated the date hereof in favor of the Lender, as it may be amended from time to time (the "Security Agreement");

B. The Borrower has adopted, used and is using its respective trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered with or pending before the United States Patent and Trademark Office;

C. The Borrower has granted to the Lender a security interest in the Trademarks and the goodwill of the Borrower's businesses connected with and symbolized by the Trademarks on the terms and conditions set forth in the Security Agreement;

D. Pursuant to the Security Agreement, the Borrower has granted to the Lender a security interest in and to all of the Trademarks, service marks, applications therefore and associated goodwill therein, now owned or from time to time after the date hereof owned or acquired by the Borrower, including, without limitation, the Trademarks, and in and to all proceeds and benefits thereof;

E. There are no liens or security interests on the Trademarks other than the interests of the Lender; and

F. Capitalized terms not defined herein shall have their meaning as set forth in the Security Agreement.

[Signature Page Follows]

Dated as of October 31, 2008.

HENRI STUDIO, LLC

By: David P. Ransburg
David P. Ransburg, Manager

ASSOCIATED COMMERCIAL FINANCE,
INC.

By: _____
Kevin Flaherty, Vice President

[Signature Page to Notice of Security Interest in Trademarks]

Dated as of October 31, 2008.

HENRI STUDIO, LLC

By: _____
David P. Ransburg, Manager

**ASSOCIATED COMMERCIAL FINANCE,
INC.**

By:  _____
Kevin Flaherty, Vice President

[Signature Page to Notice of Security Interest in Trademarks]

Exhibit A

Henri Studio, LLC's Marks	Reg. No./Serial No.
CREATE-A-POND	1,766,724
FARMER'S PETS	1,638,415
HENRI (STYLIZED)	2,029,561
HENRI	2,048,620
HENRI STUDIO (STYLIZED)	2,166,708
HIPPITY HOPS	1,678,097
NATURE'S PET	1,535,300