

08/26/2011



103631540



8/25/11

To the Director of the U. S. Patent and Trademark Office
documents or the new address(es) below.

1. Name of conveying party(ies):
 Texas Capital Bank, National Association
 2100 McKinney, Suite 900
 Dallas, Texas 75204

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party:
 Additional names, addresses, or citizenship attached? Yes No

Name: Sergeant's Pet Care Products, Inc.
 Internal Address: _____
 Address: _____
 Street Address: 2625 South 158th Plaza
 City: Omaha
 State: Nebraska
 Country: USA Zip: 68130

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship USA NEVADA
 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)

3. Nature of conveyance / Execution Date(s) :
 Execution Date(s) August 19, 2011

Assignment Merger
 Security Agreement Change of Name
 Other Release by Secured Party

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 Schedule "A" See attached Schedule "A"

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 Schedule "A"

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Randi Rivera of Sowell & Company
 Internal Address: Sowell & Company
Thanksgiving Tower
 Street Address: 1601 Elm Street, Suite 300
 City: Dallas
 State: Texas Zip: 75201
 Phone Number: 214-871-3320
 Fax Number: 214-871-1620
 Email Address: rivera@sowellco.com

6. Total number of applications and registrations involved: 164

7. Total fee (37 CFR 2.6(b)(6) & 3.41) : \$4,115.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: Randi Rivera August 19, 2011
 Signature Date

Randi Rivera
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

08/26/2011 11:01:11 00000041 71230039
01 FC:8521 40.00 OP
02 FC:8522 4075.00 OP

To be mailed to:
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Alexandria, VA 22313-1450

USPTO FORM PTO 1594:
SCHEDULE "A"

	<u>Serial #</u>	<u>Filing Date</u>	<u>Reg #</u>	<u>Reg Date</u>	<u>Mark</u>
1	<u>71230839</u>	4/28/1926	<u>226819</u>	4/19/1927	SURE SHOT
2	<u>71230842</u>	4/28/1926	<u>218757</u>	10/5/1926	SKIP-FLEA
3	<u>71425255</u>	11/4/1939	<u>389548</u>	8/12/1941	HI= LIFE
4	<u>71615282</u>	6/16/1951	<u>577878</u>	7/28/1953	DOG LIFE
5	<u>71626044</u>	3/6/1952	<u>569205</u>	1/13/1953	LOLLI-PUPS
6	<u>72117362</u>	4/7/1961	<u>748854</u>	4/30/1963	DOG LIFE TASTY VITTLES
7	<u>72133889</u>	12/12/1961	<u>740219</u>	11/6/1962	WORM-AWAY
8	<u>72207983</u>	12/11/1964	<u>798686</u>	11/16/1965	SENTRY
9	<u>72247687</u>	6/9/1966	<u>843886</u>	2/6/1968	PEOPLE CRACKERS
10	<u>72256735</u>	10/19/1966	<u>889124</u>	4/7/1970	TRAIL CALL
11	<u>72345703</u>	12/9/1969	<u>893965</u>	7/7/1970	BANSECT
12	<u>72379896</u>	12/31/1970	<u>973692</u>	11/27/1973	GEISLER
13	<u>72437632</u>	10/6/1972	<u>1020766</u>	9/16/1975	VITAPET
14	<u>72451422</u>	3/14/1973	<u>987649</u>	7/9/1974	SENGARD
15	<u>73203537</u>	2/12/1979	<u>1160195</u>	7/7/1981	I'M FOR THE BIRDS
16	<u>73213274</u>	4/27/1979	<u>1151427</u>	4/21/1981	GEISLER-FOR THE LOVE OF YOUR PET
17	<u>73240707</u>	11/28/1979	<u>1219647</u>	12/14/1982	DOUBLE DUTY
18	<u>73258758</u>	4/21/1980	<u>1174452</u>	10/20/1981	TAKE A BIRD TO LUNCH KIT
19	<u>73259100</u>	4/21/1980	<u>1197086</u>	6/1/1982	PROFESSIONAL FORMULA
20	<u>73276784</u>	9/5/1980	<u>1207788</u>	9/14/1982	ATLANTIS
21	<u>73310201</u>	5/14/1981	<u>1284847</u>	7/10/1984	FOAM 'N COMB
22	<u>73310586</u>	5/15/1981	<u>1220504</u>	12/21/1982	BEAUTY CLEAN
23	<u>73410596</u>	1/24/1983	<u>1273795</u>	4/10/1984	DOGGIE DONUTS
24	<u>73500674</u>	9/24/1984	<u>1337518</u>	5/28/1985	RP
25	<u>73519904</u>	1/30/1985	<u>1392561</u>	5/6/1986	ME AND MY CAT
26	<u>73519905</u>	1/30/1985	<u>1393471</u>	5/13/1986	ME AND MY DOG
27	<u>73557260</u>	9/9/1985	<u>1438257</u>	4/28/1987	DOGGIE DOGS
28	<u>73557262</u>	9/9/1985	<u>1438258</u>	4/28/1987	DOGGIE FRANKS
29	<u>73564474</u>	10/21/1985	<u>1461218</u>	10/13/1987	ME & MY CAT
30	<u>73600454</u>	5/23/1986	<u>1422199</u>	12/23/1986	LOVE MY CAT
31	<u>73638283</u>	1/5/1987	<u>1460847</u>	10/13/1987	MY DOGGIE'S BAG
32	<u>73638346</u>	1/5/1987	<u>1461227</u>	10/13/1987	"TREATER'S"
33	<u>73648975</u>	2/24/1987	<u>1476130</u>	2/9/1988	PICK-OF-THE-LITTER
34	<u>73683510</u>	9/11/1987	<u>1493123</u>	6/21/1988	POOCHI
35	<u>73694531</u>	11/9/1987	<u>1501838</u>	8/30/1988	RUG RELIEF
36	<u>73710144</u>	2/28/1988	<u>1508487</u>	10/11/1988	FANTASY
37	<u>73727641</u>	5/10/1988	<u>1614506</u>	9/25/1990	SHOO!
38	<u>73794092</u>	4/18/1989	<u>1575885</u>	1/9/1990	BIOCLEAR 1
39	<u>73794154</u>	4/18/1989	<u>1610978</u>	8/28/1990	BIOCLEAR 2

40	<u>73794276</u>	4/19/1989	<u>1572930</u>	12/26/1989	FORCE II
41	<u>73794289</u>	4/19/1989	<u>1572931</u>	12/26/1989	FORCE I
42	<u>73802642</u>	5/25/1989	<u>1593298</u>	4/24/1990	PEOPLE CRACKERS
43	<u>73803381</u>	5/30/1989	<u>1594475</u>	5/1/1990	CAT LIFE
44	<u>74029703</u>	2/16/1990	<u>1651611</u>	7/23/1991	
45	<u>74029705</u>	2/16/1990	<u>1651612</u>	7/23/1991	
46	<u>74029706</u>	2/16/1990	<u>1649626</u>	7/2/1991	
47	<u>74029725</u>	2/16/1990	<u>1667782</u>	12/10/1991	
48	<u>74034301</u>	3/5/1990	<u>1657561</u>	9/17/1991	
49	<u>74123022</u>	12/13/1990	<u>1691000</u>	6/2/1992	SCHNITZEL SNACKS
50	<u>74132445</u>	1/22/1991	<u>1673167</u>	1/28/1992	FUR-SO-FRESH
51	<u>74160530</u>	4/24/1991	<u>1839060</u>	6/7/1994	TRAINING WHEELS
52	<u>74186790</u>	7/22/1991	<u>1760944</u>	3/30/1993	...FOR THE [LOVE] OF YOUR PET
53	<u>74212260</u>	10/15/1991	<u>1793683</u>	9/21/1993	POOCHI
54	<u>74263086</u>	4/6/1992	<u>1760758</u>	3/23/1993	SNOOTERS
55	<u>74263385</u>	4/7/1992	<u>1803880</u>	11/9/1993	OLD WEST PET TREATS
56	<u>74269097</u>	4/24/1992	<u>1780482</u>	7/6/1993	OLD WEST PET TREATS
57	<u>74293583</u>	7/13/1992	<u>1755322</u>	3/2/1993	PAT'S PRIDE
58	<u>74296016</u>	7/20/1992	<u>1779806</u>	6/29/1993	SIX SNOOTERS
59	<u>74296018</u>	7/20/1992	<u>1861440</u>	11/1/1994	BAA-BAA-Q'S
60	<u>74311363</u>	9/8/1992	<u>1788358</u>	8/17/1993	SNOOTERS
61	<u>74323346</u>	10/19/1992	<u>1781642</u>	7/13/1993	BAA BITS
62	<u>74408301</u>	7/2/1993	<u>1827647</u>	3/22/1994	"THEY'RE GRILLICIOUS" A THRILL FROM THE GRILL "IT'S GRILLICIOUS
63	<u>74408460</u>	7/2/1993	<u>1824549</u>	3/1/1994	GRILLICIOUS
64	<u>74408525</u>	7/2/1993	<u>1830502</u>	4/12/1994	SADDLE STRAPS
65	<u>74408992</u>	7/6/1993	<u>1855331</u>	9/20/1994	STAMPEDE STICKS
66	<u>74409266</u>	7/6/1993	<u>1828477</u>	3/29/1994	PETSATIONS PET PRODUCTS
67	<u>74409267</u>	7/6/1993	<u>1859892</u>	10/25/1994	MOO TOO'S
68	<u>74409268</u>	7/6/1993	<u>1825355</u>	3/8/1994	PETSATIONS PET PRODUCTS
69	<u>74409270</u>	7/6/1993	<u>1826540</u>	3/15/1994	HAWG TIES
70	<u>74409271</u>	7/6/1993	<u>1830504</u>	4/12/1994	SADDLE STRAP BITS
71	<u>74416338</u>	7/22/1993	<u>1858235</u>	10/11/1994	KNUCKLE SANDWICH
72	<u>74417437</u>	7/27/1993	<u>1856387</u>	9/27/1994	STAMPEDE STRIPS
73	<u>74420117</u>	8/3/1993	<u>1864363</u>	11/22/1994	VITTLE STIX
74	<u>74457007</u>	11/12/1993	<u>1882414</u>	3/7/1995	
75	<u>74461386</u>	11/12/1993	<u>1859904</u>	10/25/1994	
76	<u>74465631</u>	12/6/1993	<u>1878815</u>	2/14/1995	HI-LIFE
77	<u>74540412</u>	12/14/1993	<u>1941813</u>	12/12/1995	LAMMY-WHAMMIES
78	<u>74569256</u>	9/2/1994	<u>1970567</u>	4/23/1996	SNOOTER ROLLS
79	<u>74571866</u>	9/9/1994	<u>1949713</u>	1/16/1996	FLEA-BRITES
80	<u>74573875</u>	9/15/1994	NONE		PET (CENT SYMBOL)ENTS
81	<u>74581409</u>	10/3/1994	<u>1978921</u>	6/4/1996	LARI-ETS
82	<u>74600580</u>	11/18/1994	<u>2084349</u>	7/29/1997	MUNCHEEZ BEEF AND CHEESE TREAT
83	<u>74636154</u>	2/21/1995	<u>2005202</u>	10/1/1996	FLUMP
84	<u>74639013</u>	2/27/1995	NONE		OLD WEST PET PRODUCTS
85	<u>74639014</u>	2/27/1995	NONE		OLD WEST PET PRODUCTS
86	<u>74667905</u>	5/1/1995	<u>2082038</u>	7/22/1997	PET LOGIC
87	<u>74677392</u>	5/17/1995	<u>2032961</u>	1/21/1997	KITTY Q'S
88	<u>74706564</u>	7/27/1995	NONE		X-TERM
89	<u>75039902</u>	1/3/1996	<u>2076439</u>	7/1/1997	MOO-MOO-Q'S

90	<u>75253113</u>	3/6/1997	<u>2173959</u>	7/14/1998	OLD WEST TREAT COMPANY
91	<u>75267287</u>	4/1/1997	<u>2290417</u>	11/2/1999	MR. PORKIE'S
92	<u>75269132</u>	4/4/1997	<u>2189966</u>	9/15/1998	
93	<u>75269134</u>	4/4/1997	<u>2197341</u>	10/20/1998	TREATING PETS BETTER
94	<u>75293022</u>	5/16/1997	<u>2197491</u>	10/20/1998	PET LOGIC
95	<u>75303101</u>	6/4/1997	<u>2192902</u>	9/29/1998	
96	<u>75303102</u>	6/4/1997	<u>2202258</u>	11/3/1998	MZ.KATZ'
97	<u>75303103</u>	6/4/1997	<u>2196686</u>	10/13/1998	
98	<u>75306717</u>	6/5/1997	<u>2192907</u>	9/29/1998	MR.MOO'S
99	<u>75381715</u>	10/30/1997	<u>2346355</u>	5/2/2000	UNCLE SAM'S
100	<u>75398258</u>	12/1/1997	<u>2273651</u>	8/31/1999	GRR...EATINGS
101	<u>75398353</u>	12/1/1997	<u>2247388</u>	5/25/1999	SEASON'S GRR...EATINGS
102	<u>75409765</u>	12/23/1997	<u>2485523</u>	9/4/2001	VETSCRIPTION HEALTH CARE FOR PETS
103	<u>75409970</u>	12/23/1997	<u>2438833</u>	3/27/2001	VETSCRIPTION HEALTH CARE FOR PETS
104	<u>75409971</u>	12/23/1997	<u>2298808</u>	12/7/1999	PRETECT
105	<u>75456049</u>	3/24/1998	<u>2230774</u>	3/9/1999	OLD WEST TREAT COMPANY
106	<u>75456050</u>	3/24/1998	<u>2284839</u>	10/12/1999	MOO BITS
107	<u>75506508</u>	6/22/1998	NONE		TAGALONGS
108	<u>75506827</u>	6/22/1998	<u>2261106</u>	7/13/1999	BARKERY
109	<u>75507744</u>	6/22/1998	<u>2356633</u>	6/13/2000	MIXED GRILL
110	<u>75545726</u>	9/1/1998	<u>2312581</u>	1/25/2000	OUT-N-ABOUT
111	<u>75546183</u>	8/31/1998	<u>2327369</u>	3/7/2000	NECK-O-RATIONS
112	<u>75546598</u>	8/31/1998	<u>2309969</u>	1/18/2000	LEAD-A-LONGS
113	<u>75572300</u>	10/19/1998	<u>2384731</u>	9/12/2000	SALMON-PURRS
114	<u>75572301</u>	10/19/1998	<u>2361525</u>	6/27/2000	BAA-PURRS
115	<u>75572309</u>	10/19/1998	<u>2363890</u>	7/4/2000	SHRIMP-PURRS
116	<u>75572314</u>	10/19/1998	<u>2356227</u>	6/6/2000	MOO-PURRS
117	<u>75600597</u>	12/7/1998	<u>2565582</u>	4/30/2002	TUG 'N CHEW
118	<u>75665748</u>	3/22/1999	<u>2659882</u>	12/10/2002	PETSATIONS
119	<u>75681525</u>	4/13/1999	<u>2321861</u>	2/22/2000	FOR THE OF YOUR PET UNCLE SAM'S NATURAL
120	<u>75681528</u>	4/13/1999	<u>2314778</u>	2/1/2000	FOR THE OF YOUR PET UNCLE SAM'S NATURAL
121	<u>75681534</u>	4/13/1999	<u>2316801</u>	2/8/2000	FOR THE OF YOUR PET UNCLE SAM'S NATURAL
122	<u>75681553</u>	4/13/1999	<u>2314779</u>	2/1/2000	FOR THE OF YOUR PET UNCLE SAM'S PREMIUM
123	<u>75683545</u>	4/20/1999	NONE		JOINT-EZE
124	<u>75723803</u>	6/7/1999	NONE		HEARTY STEAKS
125	<u>75736321</u>	6/24/1999	<u>2420779</u>	1/16/2001	FELINE URI-HEALTH
126	<u>75975748</u>	9/15/1994	<u>2046698</u>	3/18/1997	PET φENTS
127	<u>76001573</u>	3/16/2000	NONE		IT'S A DOG'S LIFE
128	<u>76015808</u>	4/3/2000	<u>2610844</u>	8/20/2002	SIRLOINS
129	<u>76015809</u>	4/3/2000	NONE		LICKS & KISSES
130	<u>76057760</u>	5/26/2000	NONE		NUTRI-DOG BARS
131	<u>76071358</u>	6/16/2000	NONE		DOG NOG
132	<u>76073519</u>	6/19/2000	<u>2689064</u>	2/18/2003	BEER BONES
133	<u>76073539</u>	6/19/2000	<u>2508165</u>	11/13/2001	SEASON'S TREATINGS
134	<u>76084356</u>	7/7/2000	<u>2737466</u>	7/15/2003	DENTAFRESH
135	<u>76100352</u>	5/8/2000	NONE		ON POINT
136	<u>76145790</u>	10/13/2000	<u>2638381</u>	10/22/2002	CITRY 564

137	<u>76146791</u>	10/16/2000	NONE		PURRS
138	<u>76146792</u>	10/16/2000	NONE		PURRSUASIONS
139	<u>76146793</u>	10/16/2000	NONE		PURRSCRIPTIONS
140	<u>76146794</u>	10/16/2000	NONE		TREAT-TABS
141	<u>76146795</u>	10/16/2000	NONE		CATNIPTIONS
142	<u>76146796</u>	10/16/2000	NONE		NUTRI-CAT
143	<u>76175986</u>	12/5/2000	NONE		TREATWICHES
144	<u>76193155</u>	1/16/2001	NONE		TROPICAL TREATS
145	<u>76193156</u>	1/16/2001	NONE		STEAKHOUSE STRIPS
146	<u>76234574</u>	4/2/2001	<u>2867153</u>	7/27/2004	DENTAPLUS
147	<u>76384683</u>	3/20/2002	<u>2832675</u>	4/13/2004	FLEA-FREE BREEZE
148	<u>76384999</u>	3/20/2002	<u>2854467</u>	6/15/2004	GENTLE GUARD
149	<u>76445126</u>	8/29/2002	<u>2807989</u>	1/27/2004	
150	<u>76445127</u>	8/29/2002	<u>2807990</u>	1/27/2004	
151	<u>78137342</u>	6/20/2002	<u>2799295</u>	12/23/2003	COUNTRY CUTS
152	<u>78142275</u>	7/9/2002	<u>2818394</u>	2/24/2004	CRAZY CLAWS
153	<u>78142294</u>	7/9/2002	<u>2818395</u>	2/24/2004	CRAZY PAWS
154	<u>78154175</u>	8/14/2002	<u>2861354</u>	7/6/2004	BAC'N BAC'N
155	<u>78154181</u>	8/14/2002	<u>2861355</u>	7/6/2004	STEAKIES
156	<u>78154188</u>	8/14/2002	<u>2880286</u>	8/31/2004	STEAKERS
157	<u>78167796</u>	9/25/2002	<u>2817121</u>	2/24/2004	POOCHI
158	<u>78181942</u>	11/5/2002	<u>2831917</u>	4/13/2004	BENADENE
159	<u>90258302</u>		<u>258302</u>		
160	<u>76073551</u>	6/19/2000	<u>2799597</u>	12/30/2003	CONCORD THE INNOVATOR
161	<u>75269097</u>	4/3/1997	<u>2512924</u>	11/27/2001	EARSPEAK
162	<u>73794918</u>	4/21/1989	<u>1578885</u>	1/23/1990	WHEELSKINS
163	<u>78193156</u>	12/10/2002	<u>2855212</u>	6/15/2004	ARMORPOST EMAIL PRIVACY & RECALL
164	<u>90389546</u>		<u>389546</u>		

164 Marks @ \$40 for first Mark + \$25 for each additional Mark...

Total Fees = \$4,115.00

RELEASE OF SECURITY AGREEMENT

WHEREAS, Texas Capital Bank, National Association, a national banking association ("Secured Party"), having an office at 2100 McKirney, Suite 900, Dallas, Texas 75204, holds a security interest in certain Collateral, including certain Trademarks, by virtue of a Security Agreement dated as of September 2, 2003 ("Security Agreement"), and recorded in the United States Patent and Trademark Office on September 24, 2003 and October 3, 2003, on Reel/Frame Numbers 2726/0823, 2728/0234 and 2729/0924.

WHEREAS, Sergeant's Pet Care Products, Inc., a Nevada corporation ("Debtor"), having an address of 1601 Elm Street, Suite 300, Dallas, Texas 75201, has completely satisfied its debts, obligations and liabilities to Secured Party set forth in the Security Agreement and defined therein as the Obligations.

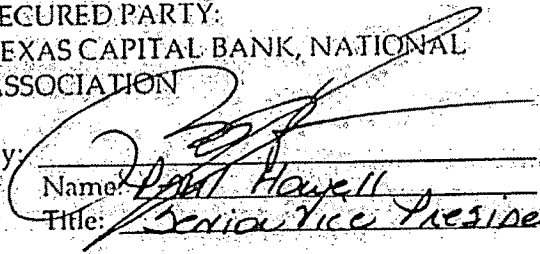
NOW THEREFORE, for and in consideration of Debtor's complete satisfaction of the Obligations and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby release unto Debtor, its successors, assigns and legal representatives, its security interest in and to the Collateral, including without limitation the Trademarks, including those listed on the attachment hereto, all proceeds thereof (such as, by way of example, income and license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all divisions, reissues, substitutions, renewals and extensions thereof.

Secured Party further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits and any other papers in connection therewith necessary to perfect such right, title and interest in Debtor and its respective successors, assigns and legal representatives.

All capitalized terms herein shall have the same meaning as defined in the Security Agreement.

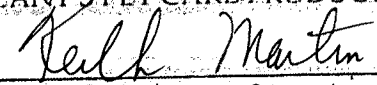
SECURED PARTY:
TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

Date: Aug 19 2011

By: 
Name: Patricia Howell
Title: Senior Vice President

DEBTOR:
SERGEANT'S PET CARE PRODUCTS, INC

Date: 8-19-2011

By: 
Name: Keith Martin
Title: Vice President