

02-16-2001



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02-01-2001

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U.S. Department of Commerce
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TRADEMARK

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 2-1-01
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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02/15/2001 6TDN11 00000159 2084349

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Domestic Representative Name and Address

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Name

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Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,084,349"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,691,000"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,839,060"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Elizabeth J. Burns

Name of Person Signing

Elizabeth J. Burns

Signature

1-30-04

Date Signed

AMENDMENT NO. 1 TO PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS AMENDMENT NO. 1 TO PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Amendment"), dated as of January 20, 2000 is entered into by and between PET LIFE FOODS, INC., an Illinois corporation ("Grantor"), and LASALLE BUSINESS CREDIT, INC, a Delaware corporation ("Mortgagee").

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Patent, Trademark and License Mortgage dated as of June 21, 1999 (the "Existing Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Agreement; and

WHEREAS, Grantor desires to amend the Existing Agreement in accordance with this Amendment to reflect the addition of certain trademarks listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Existing Agreement. Exhibit B to the Existing Agreement is hereby amended by adding the trademarks listed on Schedule A attached hereto. All obligations of Grantor and rights of Mortgagee that are expressed herein, shall be in addition to and not in limitation of those provided in the Existing Agreement and by applicable law. Except as supplemented hereby, all of the terms, covenants and agreements set forth in the Existing Agreement shall remain in full force and effect.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Mortgagee and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and, except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Agreement or any other Loan Agreement.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Liabilities or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Mortgagee that:

3.1. Corporate Organization. Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

3.2. Validity; Enforceability. This Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

4.1. Headings. Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

4.2. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

4.3. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

4.4. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

4.5. Successors and Assigns. This Amendment shall be binding upon Grantor and Mortgagee and their respective successors and assigns, and shall inure to the benefit of Grantor and Mortgagee and the successors and assigns of Mortgagee.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PET LIFE FOODS, INC., an Illinois corporation

By: *Ron W. Brown*
Name: *RON W. BROWN*
Title: *CEM*

LASALLE BUSINESS CREDIT, INC.

By: *William A. Stepel*
Name: *William A. Stepel*
Title: *F.V.P.*

SCHEDULE "A"

Trademark	Registration No.
MUNCHEEZ	2,084,349
SCHNITZEL SNACKS	1,691,000
TRAINING WHEELS	1,839,060

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