

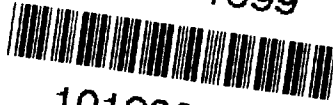
MRD 12-17-99

12-29-1999

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECEIVED



To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies)

United Pet Group, Inc.

OPR/FINANCE

- Individuals
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

Name: Gleacher Capital LLC

Internal Address: _____

Street Address: 660 Madison Avenue, 17th Floor

City: New York State: New York ZIP: 10021-8405

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation _____
- Other - Collateral Agent

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Interest
- Other _____
- Merger
- Change of Name

Execution Date: July 20, 1999

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

2,181,717

Additional numbers attached? Yes No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City New York State: NY ZIP: 10036

6. Total number of applications and registration involved

17

7. Total fee (37 CFR 3.41): \$ 440.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

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

12/28/1999 DMGUYEN 00000319 2181717

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
400.00 DP

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.

Brian T. Jaenicke

Name of Person Signing

Signature

12/16/99

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2 1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

United States Registered Trademarks:

<u>Marks:</u>	<u>Serial/Registration No.:</u>	<u>Registration Date:</u>
8 IN 1 and design	2181717	August 18, 1998
AVILAC	1874089	January 17, 1995
BIRD PROTECTOR and design	1482983	April 5, 1998
CALCIDEE	1017263	August 5, 1975
CLEAR BREATH	1010205	May 6, 1975
EXCEL	1838548	June 7, 1994
EXCEL PLUS	1838547	June 7, 1994
NUTRICOAT	1902337	July 4, 1995
ONE EARTH	2036038	February 4, 1997
ONE EARTH	2012599	October 29, 1996
ONE EARTH	2007008	October 8, 1996
PERFECT COAT	1008287	April 8, 1975
PROZONE	2010909	October 22, 1996
ST. AUBREY and design	0608466	July 5, 1955
ULTRA-BLEND	1528528	March 7, 1989
VITA-SOL	1392092	May 6, 1986
ST. AUBREY (Stylized Letters)	628,413	June 5, 1956

Foreign Trademarks: NONE

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, UNITED PET GROUP, INC., a Delaware corporation (the "Assignor") with principal offices at 2100 Pacific Street, Hauppauge, NY 11788, hereby assigns and grants to Gleacher Capital LLC, as Collateral Agent, with principal offices at 660 Madison Avenue, 17th Floor, New York, New York 10021-8405 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 20, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement. all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 20th day of July, 1999.

UNITED PET GROUP, INC., Assignor

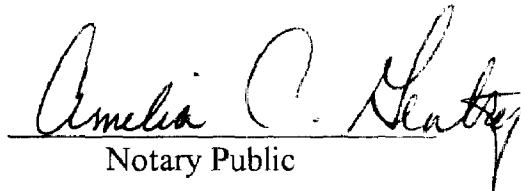
By Mark A. Stern →

Name: MARK A - STERN

Title: PRESIDENT AND TREASURER

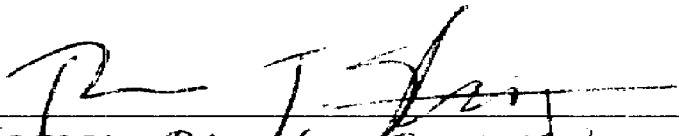
STATE OF MA)
COUNTY OF Suffolk) ss.:

On this 20th day of July, 1999, before me personally came Mark Stern who, being by me duly sworn, did state as follows: that [s]he is President of United Pet Group, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.


Notary Public

Amelia C. Gentry
Notary Public
My Commission Expires August 9, 2002

GLEACHER CAPITAL LLC,
as Collateral Agent and Assignee

By 
Name: MOSES J. SREBNICK
Title: DIRECTOR

STATE OF NY)
) SS.:
COUNTY OF NY)

On this 23rd day of July, 1999, before me personally came Thomas
Heiglehner who, being by me duly sworn, did state as follows: that [s]he is
Director of Gleacher Capital LLC that [s]he is authorized to execute the foregoing
Assignment on behalf of said company and that [s]he did so by authority of the Board of
Directors of said company.

MARIE A. GENTILE
Notary Public, State of New York
No. 4979708
Qualified in Suffolk County
Commission Expires April 8, 2001

Marie A. Gentile
Notary Public