

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|------------------------------|------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Meow Mix Company | | 07/13/2005 | CORPORATION: DELAWARE |

| | |
|-----------------------------|--|
| RECEIVING PARTY DATA | |
| Name: | UBS AG, STAMFORD BRANCH, as Collateral Agent |
| Street Address: | 677 Washington Boulevard |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06912 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 37

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------|
| Registration Number: | 2835286 | MEOW MIX |
| Registration Number: | 2960649 | HOOK, LINE AND SINKER |
| Registration Number: | 2960648 | UPSTREAM DREAM |
| Serial Number: | 76544367 | MEOW MILK |
| Serial Number: | 76575406 | FILLET MEOW |
| Serial Number: | 76569860 | WHAT'S THE CATCH? |
| Serial Number: | 76569361 | GOBBLE-ISCIOUS |
| Serial Number: | 76571808 | SURF 'N TURF |
| Serial Number: | 76571809 | TICKLED PINK |
| Serial Number: | 76575398 | CLUCK-A-DOODLE-DOO |
| Serial Number: | 76575997 | DEEP SEA DELIGHT |
| Serial Number: | 76580854 | KEEPING KIDS HAPPY |
| Serial Number: | 76584764 | KEEPING CATS HAPPY |
| Serial Number: | 76591239 | PLEASER PACK |

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| | | |
|----------------|----------|--|
| Serial Number: | 76613040 | MEOW MIX ON THE GO |
| Serial Number: | 76587008 | MEOW-O-SCOPE |
| Serial Number: | 76598336 | MEOWABONE |
| Serial Number: | 76609247 | MEOW MIX CAFE |
| Serial Number: | 76617872 | MAINE ATTRACTION |
| Serial Number: | 76617873 | MEOW MIX |
| Serial Number: | 76621015 | TASTES SO GOOD KITTENS ASK FOR IT BY NAME! |
| Serial Number: | 78592793 | MEOW MIX |
| Serial Number: | 78592554 | MEOW MIX |
| Serial Number: | 78575465 | |
| Serial Number: | 78575450 | |
| Serial Number: | 78575428 | |
| Serial Number: | 78575382 | |
| Serial Number: | 78580552 | MEOW |
| Serial Number: | 78590598 | KITTY CLUBHOUSE |
| Serial Number: | 78592797 | "MEOW!" |
| Serial Number: | 78613900 | CATAMARI |
| Serial Number: | 78613925 | PEARLY BITES |
| Serial Number: | 78613139 | TAN SABROSO QUE LOS GATOS LO PIDEN POR SU NOMBRE |
| Serial Number: | 78612828 | ¡HAZ FELIZ A TU GATO! |
| Serial Number: | 78621277 | SQUIRTS |
| Serial Number: | 76544369 | ME-O |
| Serial Number: | 76617874 | ON A WING AND A PRAWN |

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@t-t.com
Correspondent Name: Thomson & Thomson
Address Line 1: 1750 K Street, NW
Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | CHRISTINE WILSON |
| Signature: | /CHRISTINE WILSON/ |

Date:

07/19/2005

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2005, by The Meow Mix Company (the "Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgor is party to a Security Agreement among Pledgor, Meow Mix Holdings, Inc., Meow Mix Decatur Production I LLC and the Collateral Agent of dated as of October 10, 2003, as amended and restated on July 13, 2005 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges, collaterally assigns and grants to the Collateral Agent for the benefit of the Secured Parties, security interest in and to and pledge of all of its right, title and interest in, to and under all the following Security Agreement Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all goodwill connected with the use of and symbolized by such Trademarks;
- (c) all Proceeds of any and all of such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and all Proceeds of the Trademarks under this Trademark Security Agreement.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE MEOW MIX COMPANY, as Pledgor

By: Richard P. Kenna
Name: Richard P. Kenna
Title: CEO

Accepted and Agreed:
UBS AG, STAMFORD BRANCH, as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGMENT OF PLEDGOR

STATE OF New Jersey
COUNTY OF Hudson

)
) ss.
)

On this 12 day of July, 2005 before me personally appeared Richard KASSAR, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The New Mills, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Josephine Vaccarella
Notary Public

Josephine VACCARELLA
NOTARY Public of New Jersey
My Commission Expires
July 3, 2007

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE MEOW MIX COMPANY, as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:
UBS AG, STAMFORD BRANCH, as Collateral Agent

By: _____
Name:
Title:

Wilfred V. Saint
Director
Banking Products
Services US

By: _____
Name:
Title:

Joseph Fernandes
Associate Director
Banking Products
Services, US

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>DESCRIPTION</u> |
|----------------------|----------------------------|---|
| The Meow Mix Company | 2,835,286 | MEOW MIX |
| The Meow Mix Company | 2,960,649 | HOOK, LINE AND SINKER |
| The Meow Mix Company | 2,960,648 | UPSTREAM DREAM |
| The Meow Mix Company | 2,798,972 | MEOW |
| The Meow Mix Company | 2,805,635 | Meow Central |
| The Meow Mix Company | 2,845,969 | Meow Nips |
| The Meow Mix Company | 2,815,613 | Meow TV |
| The Meow Mix Company | 2,867,575 | NEW LOOK SAME GREAT TASTE! ALLEY CAT AND DESIGN |

TRADEMARK APPLICATIONS:

| <u>OWNER</u> | <u>SERIAL NUMBER</u> | <u>DESCRIPTION</u> |
|----------------------|----------------------|--------------------|
| The Meow Mix Company | 76/544,369 | ME-O |
| The Meow Mix Company | 76/544,367 | MEOW MILK |
| The Meow Mix Company | 76/575,406 | FILLET MEOW |
| The Meow Mix Company | 76/569,860 | WHAT'S THE CATCH |
| The Meow Mix | 76/569,361 | GOBBLEISCIOUS |

| Company | | |
|----------------------|------------|---|
| The Meow Mix Company | 76/571,808 | SURF 'N TURF |
| The Meow Mix Company | 76/571,809 | TICKLED PINK |
| The Meow Mix Company | 76/575,398 | CLUCK-A-DOODLE-DOO |
| The Meow Mix Company | 76/575,997 | DEEP SEA DELIGHT |
| The Meow Mix Company | 76/580,854 | KEEPING KIDS HAPPY |
| The Meow Mix Company | 76/584,764 | KEEPING CATS HAPPY |
| The Meow Mix Company | 76/591,239 | PLEASER PACK |
| The Meow Mix Company | 76/613,040 | MEOW MIX ON THE GO |
| The Meow Mix Company | 76/587,008 | MEOW-O-SCOPE |
| The Meow Mix Company | 76/598,336 | MEOWABONE |
| The Meow Mix Company | 76/609,247 | MEOW MIX CAFÉ |
| The Meow Mix Company | 76/617,872 | MAINE ATTRACTION |
| The Meow Mix Company | 76/617,874 | ON A WING AND A PRAWN |
| The Meow Mix Company | 76/617,873 | MEOW MIX |
| The Meow Mix Company | 76/621,015 | TASTES SO GOOD KITTENS ASK FOR IT BY NAME |
| The Meow Mix Company | 78/592,793 | MEOW MIX AND DESIGN |
| The Meow Mix Company | 78/592,554 | MEOW MIX AND DESIGN |
| The Meow Mix Company | 78/575,465 | DESIGN ONLY |
| The Meow Mix Company | 78/575,450 | DESIGN ONLY |
| The Meow Mix Company | 78/575,428 | DESIGN ONLY |
| The Meow Mix Company | 78/575,382 | DESIGN ONLY |

| | | |
|----------------------|------------|--|
| The Meow Mix Company | 78/580,552 | MEOW |
| The Meow Mix Company | 78/590,598 | KITTY CLUBHOUSE |
| The Meow Mix Company | 78/592,797 | "MEOW!" |
| The Meow Mix Company | 78/613,900 | CATAMARI |
| The Meow Mix Company | 78/613,925 | PEARLY BITES |
| The Meow Mix Company | 78/613,139 | TAN SABROSO QUE LOS GATOS LO PIDEN POR SU NOMBRE |
| The Meow Mix Company | 78/612,828 | !HAZ FELIZ TU GATO! |
| The Meow Mix Company | 78/621,277 | SQUIRTS |

Wilson, Christine

From: Tina Qualls [tqualls@cscinfo.com]
Sent: Tuesday, July 19, 2005 12:54 PM
To: CHRISTINE WILSON (E-mail)
Subject: 490511-005,010 & 015



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pdf pdf pdf

Please file the 3 attached filings 2

trademarks and 1 patent . Thanks

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Tina V. Qualls - Customer Service Associate
Corporation Service Company
1133 Avenue of the Americas
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(212) 299-5656
tqualls@cscinfo.com
www.incspot.com

<<Tina Qualls.vcf>>

MEMORY TRANSMISSION REPORT

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TO : 17033065995
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END TIME : 05-26 10:53AM
SENT PAGES : 015
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*** SUCCESSFUL TX NOTICE ***

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<http://compumark.thomson.com>

THOMSON

Fax Cover Sheet

From Christine Wilson
Date May 3, 2005
Subject Refile of non recorded document
Pages 15 including cover sheet

To Trademark Assignment Division
Fax 703-306-5995
Tel
Copies

Please contact me at 202-721-6405 if you have any questions or problems receiving this facsimile.
Thank you

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