

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: 5			
Property Type	Number	Word Mark	
Registration Number:	2798972	MEOW	
Registration Number:	2805635	MEOW CENTRAL	
Registration Number:	2845969	MEOW NIPS	
Registration Number:	2815613	MEOW TV	
Registration Number:	2867575	NEW LOOK SAME GREAT TASTE! ALLEY CAT	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$140.00 2798972

Signature:

/CHRISTINE WILSON/

Date:

07/19/2005

Total Attachments: 7

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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 A. Kassar*
Name: *Richard A. Kassar*
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 KASSAP, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Meow Mix Co., 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

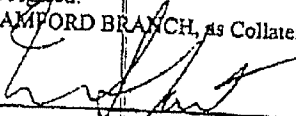
Josephine VACCARELLA
Notary Public of New Jersey
My Commission Expires
July 3, 2007

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:

Joséfin 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