

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323980

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRO-PET, L.L.C.		11/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Agent		
<b>Street Address:</b>	135 South LaSalle Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1602663		
<b>Registration Number:</b>	1840781	QC+	
<b>Registration Number:</b>	1840782	QUALITY CARE PLUS	
<b>Registration Number:</b>	2785595	THE DOWN TO EARTH PET FOOD PEOPLE	
<b>Registration Number:</b>	2990884	THE DOWN-TO-EARTH PET FOOD PEOPLE	
<b>Registration Number:</b>	1522830	BIG RED	
<b>Registration Number:</b>	1181410	BIG RED	
<b>Registration Number:</b>	1277293	BUSTER	
<b>Registration Number:</b>	1693792	GREAT GRAVY	
<b>Registration Number:</b>	1026338	LI'L RED	
<b>Registration Number:</b>	1522829	LI'L RED	
<b>Registration Number:</b>	1367991	PRO-PET	
<b>Registration Number:</b>	2253782	RABBIT'S CHOICE	
<b>Registration Number:</b>	1178393	SPUNKY	
<b>Registration Number:</b>	1405183	COUNTRY SQUIRE	
<b>Registration Number:</b>	1748761	DEMAND	
<b>Registration Number:</b>	1621519	DAINTY	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 1602663

**Fax Number:** 3128637806

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-863-7198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy Brougher, Paralegal

**Address Line 1:** Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe Street, Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	2759.182
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<b>NAME OF SUBMITTER:</b>	Nancy Brougher
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<b>SIGNATURE:</b>	/njb/
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<b>DATE SIGNED:</b>	11/21/2014
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 21st day of November, 2014, by **PRO-PET, L.L.C.**, a Delaware limited liability company ("Grantor"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee");

### WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Loan and Security Agreement dated as of the date hereof (as the same has been or may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" Trademarks until such time as such Loan Party begins to use such Trademarks), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals and extensions of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Secured Parties, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Whenever in this Agreement reference is made to Grantee, Secured Party or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, Secured Parties and their successors and assigns. In the case of any conflict or inconsistency between any terms of this Agreement, on the one hand, and the Intercreditor Agreement, on the other hand, then the terms of the Intercreditor Agreement shall control.

*[Remainder of page intentionally left blank; signatures begin on following page]*


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PRO-PET, L.L.C.**

By:   
James Wiegmann, President

Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.,**  
as Agent

By:   
Name: Monirah J. Masud  
Title: Senior Vice President

**SCHEDULE 1**

**Registered Trademarks & Trademark Applications**

SERIAL NO.	REG. NO.	MARK	COUNTRY
73838522	1602663	DESIGN (two dogs over oval)	United States
74438929	1840781	QC+	United States
74438953	1840782	QUALITY CARE PLUS	United States
76405701	2785595	THE DOWN TO EARTH PET FOOD PEOPLE	United States
76405676	2990884	THE DOWN TO EARTH PET FOOD PEOPLE and Design	United States
73730232	1522830	BIG RED	United States
73294465	1181410	BIG RED	United States
73383499	1277293	BUSTER	United States
74078531	1693792	GREAT GRAVY	United States
73042078	1026338	L'I'L RED	United States
73730138	1522829	L'I'L RED	United States
73535433	1367991	PRO-PET	United States
75521005	2253782	RABBIT'S CHOICE	United States
73275157	1178393	SPUNKY	United States
73522044	1405183	COUNTRY SQUIRE	United States
74275767	1748761	DEMAND	United States
74015696	1621519	DAINTY	United States
92036885	1084717	PRO-PET	Taiwan
605397	920989	BIG RED	Mexico
605398	808603	L'I'L RED	Mexico
614072	865851	PRO-PET	Mexico
131127/1994	4062072	DESIGN	Japan
1-50141	2467610	BIG RED	Japan
1-50140	2396103	PRO-PET	Japan
164984	164984	BIG RED	Israel
164985	164985	L'I'L RED	Israel
164983	164983	PRO-PET	Israel
164986	164986	QC+	Israel
2458552	2458552	QC+	European Community
74160100	446980	DESIGN	Canada
1202154	637978	THE DOWN TO EARTH PET FOOD PEOPLE	Canada

1202156	637881	THE DOWN TO EARTH PET FOOD PEOPLE and Design	Canada
349891	197703	BIG RED	Canada
599343	348354	LIL RED	Canada
599344	359755	PRO-PET	Canada
	20725	BIG RED	Bermuda
	20727	LIL RED	Bermuda
	20726	NUGGETS	Bermuda