FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RE(11-19-2001 SHEET

101897473

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

To the Honorable Commissioner of Pa. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
PMI Nutrition, LLC
1401 South Hanley Road
St. Louis, MO 63144

11-15-01

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Delaware LLC

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

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Collateral Agent
Internal Address:
Street Address: 270 Park Avenue
City: New York State: NY ZIP: 10017

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State NY
☐ Other

If assignee is not domiciled in the United States, a domestic represetative 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 ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Collateral Security Agreement

Execution Date: November 7, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

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

Name: Penelope Agodoa
Internal Address: Federal Research Corp.

11/16/2001 GTON11 00000117 1987540
01 FC:481 40.00 OP
02 FC:482 50.00 OP

Street Address: 400 Seventh Street N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....$ 90.00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Oghale Jituboh
Name of Person Signing

Oghale Jituboh
Signature

11-13-01
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SCHEDULE

TRADEMARK/TRADE NAMES OWNED BY PMI NUTRITION, LLC.

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
PMI Nutrition Exclusive	07/16/1996	1987540
Research Proven For Superior Nutrition	03/04/1997	2042326

U.S. Trademark Applications

Mark	Filing Date	Application No.
Superior Nutrition For Exceptional Pets	03/22/2001	78-054552

COLLATERAL SECURITY AGREEMENT
(TRADEMARKS)

WHEREAS, PMI Nutrition, LLC ("PMI") has adopted, used and is using the trademarks and service marks listed on the Annexed Schedule, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks").

WHEREAS, PMI has entered into a Guarantee and Collateral Agreement dated October 11, 2001 (the "Collateral Agreement") in favor of The Chase Manhattan Bank, as Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, PMI has pledged to the Collateral Agent and granted to the Collateral Agent a continuing security interest in all right, title and interest of PMI in, to and under the Trademarks together with the applications and registrations thereof, including, without limitation, any and all causes of action to which may exist by reason of infringement thereof, to secure the payment, performance and observance of the obligations as defined in the Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged PMI hereby grants to the Collateral Agent a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the obligations.

PMI hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, PMI has caused this Collateral Security Agreement to be duly executed by its officer thereunto duly authorized as of 7th day of November, 2001.

PMI NUTRITION, LLC.

By: John W. Curran

Printed Name: John W. Curran

Title: Assistant Secretary

STATE OF MINNESOTA)
)
COUNTY OF Ramsey)

Subscribed and sworn to before me, a Notary Public, this 7th day of November, 2001

Cynthia A. Olsen
Notary Public

CYNTHIA A. OLSEN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES
JANUARY 31, 2006

(SEAL)