TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Simmons Allied Pet Food, Inc.		12/16/2004	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	4100 North Mulberry Drive, Suite 105
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64116
Entity Type:	National Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0793720	HENNY PEN
Registration Number:	1804673	HUSKY
Registration Number:	1606610	HUSKY
Registration Number:	1699300	KAM
Registration Number:	702658	KITTY
Registration Number:	1091052	NEAT TREATS
Registration Number:	702364	POINTER
Registration Number:	1712027	STRONGHEART DOG FOOD
Registration Number:	2053927	TONY
Registration Number:	1853766	TWIN PET

OP $265.00 0793720

CORRESPONDENCE DATA

Fax Number: (816)421-0596
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-329-4767

Email:	lisa.robison@husch.com
Correspondent Name:	Husch & Eppenberger, LLC
Address Line 1:	1200 Main Street, Suite 1700
Address Line 2:	Attention: Lisa Robison
Address Line 4:	Kansas City, MISSOURI 64105

NAME OF SUBMITTER:	Lisa Robison
Signature:	/Lisa Robison/
Date:	01/18/2005

Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of December 10, 2004, is made by and between SIMMONS ALLIED PET FOOD, INC., an Arkansas corporation having a business location at the address set forth below next to its signature (the "Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION having a business location at the address set forth below next to its signature, as Agent (the "Agent").

Recitals

The Borrower, and other Credit Parties signatory thereto, Agent and certain other Lenders signatory thereto are parties to a Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Agent may now or hereafter extend credit to or for the account of the Borrower.

As a condition to extending credit to or for the account of the Borrower, the Agent has required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meaning given them I Annex A of the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants the Agent, on behalf of itself and the other Lenders, a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Borrower.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Borrower as of the date hereof, or to which the Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Borrower shall within 60 days provide written notice to the Agent with a replacement Exhibit A, which upon acceptance by the Agent shall become part of this Agreement.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall promptly provide written notice to the Agent with a replacement Exhibit B, which upon acceptance by the Agent shall become part of this Agreement.

(d) ***Title.*** The Borrower has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens except the lien granted herein to Agent. The Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all liens except the lien granted to Agent, and (ii) will keep all Patents and Trademarks free and clear of all liens except the lien granted to Agent.

(e) ***No Sale.*** Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Agent's prior written consent.

(f) ***Defense.*** The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons.

(g) ***Maintenance.*** The Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Agent: (i) sufficient written notice, of at least 30 days, to allow the Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or

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renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) ***Agent's Right to Take Action.*** If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Agent gives the Borrower written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Borrower notifies the Agent that it intends to abandon a Patent or Trademark, the Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at the Agent's option, in the Agent's own name) and may (but need not) take any and all other actions which the Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Agent in connection with or as a result of the Agent's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Agent at the default rate set forth in the Notes.

(j) ***Power of Attorney.*** To facilitate the Agent's taking action under subsection (h) and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Agent, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for the Agent, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. The Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

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6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Agent may, at its option, take any or all of the following actions:

(a) The Agent may exercise any or all remedies available under the Credit Agreement.

(b) The Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, the Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Agent. A waiver signed by the Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Agent's rights or remedies. All rights and remedies of the Agent shall be cumulative and may be exercised singularly or concurrently, at the Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Agent shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Agent and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Agent, and the Borrower waives notice of the Agent's acceptance hereof. The Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of the Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the state of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. This Agreement may be executed in counterparts.

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THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

SIMMONS ALLIED PET FOOD, INC.

601 N. Hico
Siloam Springs, AR 72762

By: _____
Name: Michael R. Jones
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

Wells Fargo Bank, National Association
4100 North Mulberry Drive, Suite 105
Kansas City, MO 64116

By: _____
Name: Christopher K. Porter
Title: Vice President

STATE OF Missouri)
)
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me this 16th day of December, 2004, by Michael R. Jones, Chief Financial Officer of Simmons Allied Pet Food, Inc., an Arkansas corporation, on behalf of the corporation.

" NOTARY SEAL "
Lisa Robison, Notary Public
Jackson County, State of Missouri
My Commission Expires 3/7/2007

Lisa Robison
Notary Public

My Commission Expires: 3/7/07

STATE OF Missouri)
)
COUNTY OF Jackson)

The foregoing instrument was acknowledged before me this 16th day of December, 2004, by Christopher K. Porter, Vice President of Wells Fargo Bank, National Association, a national banking association on behalf of the bank.

Lisa Robison
Notary Public

" NOTARY SEAL "
Lisa Robison, Notary Public
Jackson County, State of Missouri
My Commission Expires 3/7/2007

My Commission Expires: 3/7/07

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EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
NONE		

FOREIGN ISSUED PATENTS

Title	Country	Patent Number	Issue Date
NONE			

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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration Number	Registration Date
HENNY PEN	0793720	August 3, 1965
HUSKY	1804673	November 16, 1993
HUSKY	1606610	July 17, 1990
KAM	1699300	July 7, 1992
KITTY	702658	August 9, 1960
NEAT TREATS	1091052	May 9, 1978
POINTER	702364	August 2, 1960
STRONGHEART DOG FOOD(and design)	1712027	September 1, 1992
TONY (and design)	2053927	April 22, 1997
TWIN PET	1853766	September 13, 1994

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

RECORDED: 01/18/2005

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