

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
Rosen's Diversified, Inc.		08/29/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Harris N.A., as Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78349253	PERFORMANCE PET PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		
Date:	09/01/2005		

CH \$40.00 78349253

Total Attachments: 6

900031326

**TRADEMARK
 REEL: 003151 FRAME: 0955**

source=1924211#page1.tif
source=1924211#page2.tif
source=1924211#page3.tif
source=1924211#page4.tif
source=1924211#page5.tif
source=1924211#page6.tif

TRADEMARK COLLATERAL AGREEMENT

This 29th day of August, 2005, Rosen's Diversified, Inc., a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 1120 Lake Avenue, Fairmont, Minnesota 56031, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., as Agent, a national banking association with its mailing address at 111 West Monroe, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;


to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

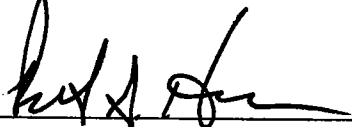
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSEN'S DIVERSIFIED, INC.

By 
Its VP - GEN'L COUNSEL

ATTEST:


Its Secretary
ASST

DOMINICK V ORIANO JR
(Type or Print Name)

HARRIS N.A., as Agent

ROBERT A NOVOS
(Type or Print Name)

By _____
Its _____

(Type or Print Name)

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSEN'S DIVERSIFIED, INC.

By _____
Its _____

ATTEST:

(Type or Print Name)

Its Secretary

HARRIS N.A., as Agent

(Type or Print Name)

By John R. Calley
Its Vice President

John R. Calley
(Type or Print Name)

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, RUSSELL J SUDEITH, JR a Notary Public in and for said County, in the State aforesaid, do hereby certify that DOMINICK V. ORLANDO, JR., VP- LIBERAL COUNSEL of Rosen's Diversified, Inc., a Minnesota corporation, and ROBERTA. NUDE, ASST Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP-GEN'L COUNSEL and ASST Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of August, 2005.

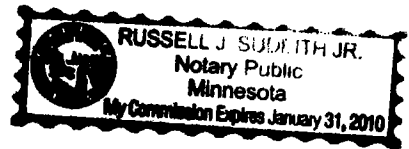
(NOTARIAL SEAL)

Russell J. Sudeith, Jr.
Notary Public

My Commission Expires:

Russell J. Sudeith, Jr.
(Type or Print Name)

1-31-10



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Doris J Veley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John R Carley, Vice President of HARRIS N.A., a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

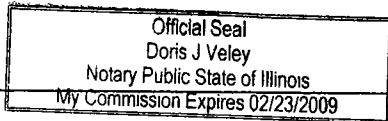
Given under my hand and notarial seal, this 27th day of August, 2005.

(NOTARIAL SEAL)

Doris J Veley
Notary Public

My Commission Expires:

Doris J. Veley
(Type or Print Name)



**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.
Performance Pet Products	78349253