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
Rosswil LLC		05/26/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	2620687	
Registration Number:	0754480	A DOG-GONE GOOD CHEW
Registration Number:	0885310	B.G.
Registration Number:	2046383	
Registration Number:	0233600	BLOODHOUND
Registration Number:	0527154	BLOODHOUND "A DOG-GONE GOOD CHEW"
Registration Number:	0515851	BULL OF THE WOODS
Registration Number:	0513242	CANNON BALL
Registration Number:	0895338	CLOVER BLOOM
Registration Number:	0538332	COTTON BOLL
Registration Number:	2007948	COUGAR
Registration Number:	1899114	CUMBERLAND
Registration Number:	0525958	DENTAL

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Registration Number:	0525948	DENTAL
Registration Number:	2054706	
Registration Number:	1589261	
Registration Number:	0577827	
Registration Number:	1880806	
Registration Number:	0525214	
Registration Number:	0748997	
Registration Number:	2438712	GRIZZLY
Registration Number:	0527156	GSS 1782
Registration Number:	1233863	H. B. SCOTT
Registration Number:	2803457	HANDICUS
Registration Number:	1771754	HAWKEN
Registration Number:	0883670	KENTUCKY TWIST
Registration Number:	1202276	KODIAK
Registration Number:	1096232	LEVI GARRETT
Registration Number:	0541919	LEVI GARRETT & SONS
Registration Number:	0951720	TOBACCO SCOTCH & RAPPEE SNUFFLEVI GARRET & SONS AT THE DRAW BRIDGE PHILADA.
Registration Number:	0882743	MAMMOTH CAVE
Registration Number:	0889642	MOORE'S RED LEAF
Registration Number:	2168092	MORGAN'S
Registration Number:	0513246	OLD TAYLOR TWIST
Registration Number:	0577828	PEACH
Registration Number:	0577829	PEACH
Registration Number:	1562489	RAINBOW
Registration Number:	0513993	RAM'S HORN
Registration Number:	0240956	RED COON
Registration Number:	0233666	RED JUICE
Registration Number:	0527155	
Registration Number:	0882744	ROSE BUD
Registration Number:	1349915	ROUGH COUNTRY
Registration Number:	1302010	ROUGH COUNTRY FIRED TWIST
Registration Number:	1589260	THE ONLY BEAR YOU'LL EVER PINCH
Registration Number:	1105275	TAYLOR'S PRIDE
Registration Number:	0525959	TRIPSIS

Registration Number:	0525961	TRIPSIS
Registration Number:	0747486	TUBE ROSE
Registration Number:	0233623	TUBE ROSE
Registration Number:	1060466	UNION WORKMAN
Registration Number:	0533051	W. E. GARRETT & SONS
Registration Number:	0888932	WARREN COUNTY

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-819-8923

Email: trademarkdocket@whitecase.com

Correspondent Name: Matthew Bart c/o White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1107993-0127
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/15/2006

Total Attachments: 7

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ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, ROSSWIL LLC, a Delaware limited liability company (the "Assignor") with principal offices at 71 South Wacker Drive, Chicago, IL 60606, hereby assigns and grants to JPMORGAN CHASE BANK, N.A., as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, (ii) all of the Assignor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the business(es) with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 15, 2003, amended and restated as of July 30, 2004, and as further amended and restated as of May 31, 2006 (as so amended and restated and as the same may be further amended, modified, restated and/or supplemented from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the ___ day of May, 2006.

ROSSWIL LLC,
as Assignor

By: _____
Name: Daniel A. Fawley
Title: Vice President and Treasurer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26 day of May, 2006, before me personally came Daniel A. Fawley who, being duly sworn, did depose and say that [s]he is VP + Treasurer of ROSSWIL LLC, that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

JOAN E. DALTON
NOTARY PUBLIC
FORSYTH COUNTY
NORTH CAROLINA
My Commission Expires April 9, 2011

Joan E Dalton
Notary Public

NEWYORK 5604260 (2K)

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent, and as Assignee

By: _____
Name: ROBERT T. SACKS
Title: MANAGING DIRECTOR

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 30th day of May, 2006, before me personally came Robert T. Sacks who, being by me duly sworn, did state as follows: that [s]he is Managing Director of JPMORGAN CHASE BANK, N.A., that [s]he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2006

TRADEMARKS

United States Registrations

Mark	Registration No.	Registration Date
"Eyes" Design	2,620,687	09-17-2002
A DOG-GONE GOOD CHEW	754,480	08-13-1963
B.G.	885,310	02-03-1970
Bear Design	2,046,383	03-18-1997
BLOODHOUND	233,600	10-04-1927
BLOODHOUND "A DOG-GONE GOOD CHEW" & Design	527,154	07-04-1950
BULL OF THE WOODS & Design	515,851	10-04-1949
CANNON BALL & Design	513,242	08-09-1949
CLOVER BLOOM	895,338	07-28-1970
COTTON BOLL (Stylized)	538,332	02-20-1951
COUGAR	2,007,948	10-15-1996
CUMBERLAND	1,899,114	06-13-1995
DENTAL	525,958	06-06-1950
DENTAL & Design	525,948	06-06-1950
Design of Bear	2,054,706	04-22-1997
Design of Bear's Head	1,589,261	03-27-1990
Design of Peach	577,827	07-28-1953
Design of Rifle	1,880,806	02-28-1995
Design of Scale	525,214	05-16-1950
Design Only	748,997	05-07-1963
GRIZZLY[1]	2,438,712	03-27-2001
GSS 1782 & Design	527,156	07-04-1950
H.B. SCOTT	1,233,863	04-05-1983
HANDICUS	2,803,457	01-06-2004
HAWKEN	1,771,754	05-18-1993
KENTUCKY TWIST & Design	883,670	01-06-1970
KODIAK[2]	1,202,276	07-20-1982

[1] Applications for registration of GRIZZLY were filed in Australia on February 17, 2006, in Brazil on March 15, 2006, in Canada on February 15, 2006 and in Mexico on February 22, 2006. Application for international registration was filed on February 16, 2006 that covers the following countries: Austria, Benelux (Belgium, Netherlands, and Luxemburg), China, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Malta, Norway, Poland, Portugal, Russian Federation, Slovak Republic, Slovenia, Spain, Sweden and United Kingdom.

[2] Applications for registration of KODIAK were filed in Australia on February 17, 2006, in Brazil on March 15, 2006 and in Mexico on February 22, 2006. Application for international registration was filed on February 16, 2006 that covers the following countries: Austria, Benelux (Belgium, Netherlands, and Luxenburg), China, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania,

Mark	Registration No.	Registration Date
LEVI GARRETT	1,096,232	07-11-1978
LEVI GARRETT & SONS (Stylized)	541,919	05-08-1951
LEVI GARRETT & SONS LABEL & Design	951,720	01-30-1973
MAMMOTH CAVE	882,743	12-23-1969
MOORE'S RED LEAF	889,642	04-21-1970
MORGAN'S	2,168,092	06-23-1998
OLD TAYLOR TWIST & Design	513,246	08-09-1949
PEACH & Design	577,828	07-28-1953
PEACH (Stylized)	577,829	07-28-1953
RAINBOW	1,562,489	10-24-1989
RAM'S HORN (Stylized)	513,993	08-23-1949
RED COON & Design	240,956	04-10-1928
RED JUICE & Design	233,666	10-04-1927
Ribbon Design	527,155	07-04-1950
ROSE BUD	882,744	12-23-1969
ROUGH COUNTRY	1,349,915	07-16-1985
ROUGH COUNTRY FIRED TWIST	1,302,010	10-23-1984
THE ONLY BEAR YOU'LL EVER PINCH	1,589,260	03-27-1990
TAYLOR'S PRIDE	1,105,275	10-31-1978
TRIPSIS (Stylized)	525,959	06-06-1950
TRIPSIS & Design	525,961	06-06-1950
TUBE ROSE	747,486	04-02-1963
TUBE ROSE & Design	233,623	10-04-1927
UNION WORKMAN	1,060,466	03-01-1977
W.E. GARRETT & SONS (Stylized)	533,051	11-07-1950
WARREN COUNTY	888,932	04-07-1970

Malta, Norway, Poland, Portugal, Russian Federation. Slovak Republic, Slovenia, Spain, Sweden and United Kingdom.