

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
Old Mother Hubbard, Inc.		08/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Serial Number:	78873463	HEALTHY INDULGENCE
Serial Number:	78857627	WELLBITES
Serial Number:	78857589	PURE REWARDS
Serial Number:	78857576	LIVE WELL. TREAT WELL. BE WELL.
Serial Number:	78584553	LIVE WELL. EAT WELL. BE WELL.
Registration Number:	3202761	LIVE WELL. EAT WELL. BE WELL.
Serial Number:	77197879	CHICK'N CHEDDA
Registration Number:	2568671	CHICK'N CHEDDA
Serial Number:	77012644	CORE
Registration Number:	2887109	GRANDMA'S GOURMET
Registration Number:	2747000	MOTHER'S FINEST
Registration Number:	2955421	WELLCOAT
Registration Number:	2955422	WELLTABS
Registration Number:	3016391	BITZ

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Registration Number:	2967996	WELLDEFENSE
Registration Number:	2967998	WELLCELL
Registration Number:	2835106	WELLFLEX
Registration Number:	2639407	SUPER5MIX
Registration Number:	2698458	UNCONDITIONAL LOVE. UNCOMPROMISING NUTRITION.
Registration Number:	2735881	BEEFY BONE
Registration Number:	2875964	BAC'N'CHEEZ
Registration Number:	2786952	GIMME A KISS
Registration Number:	2640654	CHAR-TAR
Registration Number:	2632943	JUST VEGG'N
Registration Number:	2632942	COUCH POTATO
Registration Number:	2664033	WELLBAR
Registration Number:	2425652	WELLNESS
Registration Number:	2457978	WELLNESS
Registration Number:	2034478	NEURA BAKED
Registration Number:	2520930	NEURA MEATS
Registration Number:	2349101	WELLNESS
Registration Number:	2322461	WELLNESS SUPER5MIX
Registration Number:	2246218	SAVORY SLICES OLD MOTHER HUBBARD
Registration Number:	2246217	SAVORY SELECTIONS OLD MOTHER HUBBARD
Registration Number:	2263784	WELLNESS
Registration Number:	2284080	FAITHFUL FRIENDS
Registration Number:	2243779	MEATIES
Registration Number:	2267610	OLD MOTHER HUBBARD JERKKY CHIPS
Registration Number:	2182113	AU-BON-DOG
Registration Number:	2211962	P-NUTTY
Registration Number:	2032715	OLD MOTHER HUBBARD
Registration Number:	2005061	OLD MOTHER HUBBARD BITZ
Registration Number:	2005062	OLD MOTHER HUBBARD
Registration Number:	2000775	LIV'R'CRUNCH
Registration Number:	2109473	BENTLEY'S BEST
Registration Number:	2034479	NEURA 95
Registration Number:	2084566	MINISNACKS ASSORTED DOG BISCUITS
Registration Number:	1867750	P-NUTTIER
Registration Number:	1719572	NEURA FORMULA 100

Registration Number:	1487028	CHEW FLIPS
Registration Number:	1407881	NEURA
Registration Number:	1181414	OLD MOTHER HUBBARD
Registration Number:	1272047	AUSTIN'S

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3129932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 South Wacker Drive, Ste 5800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	025646-0415
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	08/13/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement (including all exhibits and schedules thereto, as the same may be amended, modified and/or restated from time to time, the "Credit Agreement"), dated as of August 9, 2007, by and among The Wellness Pet Food Holdings Company, Inc. (the "Borrower"), Old Mother Hubbard, Inc., a Delaware corporation and wholly-owned subsidiary of the Borrower, the other Persons party thereto that are designated as a "Credit Party", General Electric Capital Corporation, a Delaware corporation, as Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender") and for itself as a Lender (including as Swingline Lender) and L/C Issuer, and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien

on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE WELLNESS PET FOOD HOLDINGS
COMPANY, INC., as Grantor

By: 

Name: Andrew Taub

Title: President

OLD MOTHER HUBBARD, INC.,
as Grantor

By: _____

Name:

Title:

[Signature Page to the Trademark Security Agreement]

TRADEMARK
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE WELLNESS PET FOOD HOLDINGS
COMPANY, INC., as Grantor

By: _____
Name:
Title:

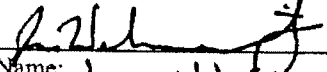
OLD MOTHER HUBBARD, INC.,
as Grantor

By: *M. J. [Signature]*
Name: *Michael Meyer*
Title: *President*

[Signature Page to the Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: James Wehrhritz
Title: Duty Authorized Signatory

[Signature Page to the Trademark Security Agreement]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Application Date</u>
Healthy Indulgence	78873463	5/1/2006
Wellbites	78857627	4/10/2006
Pure Rewards	78857589	4/10/2006
Live Well. Treat Well. Be Well.	78857576	4/10/2006
Live Well. Eat Well. Be Well.	78584553	3/10/2005
Live Well. Eat Well. Be Well.	3202761	1/23/2007
Chick'n Chedda	77197879	6/5/2007
Chick'n Chedda	2568671	5/7/2002
Core	77012644	10/3/2006
Grandma's Gourmet	2887109	9/21/2004
Mother's Finest	2747000	8/5/2003
Wellcoat	2955421	5/24/2005
Welltabs	2955422	5/24/2005
Bitz	3016391	11/15/2005
Welldefense	2967996	7/12/2005
Wellcell	2967998	7/12/2005
Wellflex	2835106	4/20/2004
Super5mix	2639407	10/22/2002
Unconditional Love. Uncompromising Nutrition.	2698458	3/18/2003
Beefy Bone	2735881	7/15/2003
Bac'n'cheez	2875964	8/24/2004
Gimme a kiss	2786952	11/25/2003
Char-tar	2640654	10/22/2002
Just Vegg'n	2632943	10/8/2002
Couch Potato	2632942	10/8/2002
Wellbar	2664033	12/17/2002
Wellness (and Design)	2425652	1/30/2001

Wellness	2457978	6/5/2001
Neura Baked (and Design)	2034478	1/28/1997
Neura Meats (and Design)	2520930	12/18/2001
Wellness (and Design)	2349101	5/9/2000
Wellness Super5mix	2322461	2/22/2000
Savory Slices Old Mother Hubbard (and Design)	2246218	5/18/1999
Savory Selections Old Mother Hubbard (and Design)	2246217	5/18/1999
Wellness	2263784	7/20/1999
Faithful Friends	2284080	10/5/1999
Meaties	2243779	5/4/1999
Old Mother Hubbard Jerkky Chips (and Design)	2267610	8/3/1999
Au-bon-dog	2182113	8/18/1998
P-nutty	2211962	12/15/1998
Old Mother Hubbard (and Design)	2032715	1/21/1997
Old Mother Hubbard Bitz	2005061	10/1/1996
Old Mother Hubbard (and Design)	2005062	10/1/1996
Liv'r'crunch	2000775	9/17/1996
Bentley's Best (and Design)	2109473	10/28/1997
Neura 95 (Stylized)	2034479	1/28/1997
Minisnacks assorted dog biscuits (and Design)	2084566	7/29/1997
P-nuttier	1867750	12/13/1994
Neura Formula 100	1719572	9/22/1992
Chew Flips	1487028	5/3/1988
Neura	1407881	9/2/1986
Old Mother Hubbard	1181414	12/8/1981
Austin's	1272047	3/27/1984

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RECORDED: 08/13/2007

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