

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank		08/09/2007	National Association:

RECEIVING PARTY DATA

Name:	Old Mother Hubbard, Inc.
Also Known As:	AKA f/k/a Bryce Operating Company, Inc.
Street Address:	285 Mill Road
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1272047	AUSTIN'S
Registration Number:	1181414	OLD MOTHER HUBBARD
Registration Number:	1334583	SCOTTIE BRAND
Registration Number:	1394270	AU BON DOG
Registration Number:	1407881	NEURA
Registration Number:	1487028	CHEW FLIPS
Registration Number:	1719572	NEURA FORMULA 100
Registration Number:	1867750	P-NUTTIER
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:	1968315	BENTLEY'S BEST

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Registration Number:	2109473	BENTLEY'S BEST
Registration Number:	2034478	NEURA BAKED
Registration Number:	2034479	NEURA 95
Registration Number:	2084566	MINISNACKS ASSORTED DOG BISCUITS
Registration Number:	2151136	BITZ DOG TRAINING TREATS
Registration Number:	2169856	CHIPCOOKIES FOR DOGS
Registration Number:	2162656	AMY'S HOMESTYLE DOG BISCUITS
Registration Number:	2211962	P-NUTTY
Registration Number:	2182113	AU-BON-DOG
Registration Number:	2267610	OLD MOTHER HUBBARD JERKKY CHIPS
Registration Number:	2243779	MEATIES
Registration Number:	2284080	FAITHFUL FRIENDS
Registration Number:	2263784	WELLNESS
Registration Number:	2246217	SAVORY SELECTIONS OLD MOTHER HUBBARD
Registration Number:	2246218	SAVORY SLICES OLD MOTHER HUBBARD
Registration Number:	2322461	WELLNESS SUPER5MIX
Registration Number:	2349101	WELLNESS
Registration Number:	2425652	WELLNESS
Registration Number:	2457978	WELLNESS
Registration Number:	2445113	NEURA BAKED
Registration Number:	2520930	NEURA MEATS
Registration Number:	2664033	WELLBAR
Registration Number:	2632942	COUCH POTATO
Registration Number:	2632943	JUST VEGG'N
Registration Number:	2640654	CHAR-TAR
Registration Number:	2568671	CHICK'N CHEDDA
Registration Number:	2786952	GIMME A KISS
Registration Number:	2735881	BEEFY BONE
Registration Number:	2698458	UNCONDITIONAL LOVE. UNCOMPROMISING NUTRITION.
Registration Number:	2639407	SUPER5MIX
Registration Number:	2747000	MOTHER'S FINEST

CORRESPONDENCE DATA

Fax Number: (860)275-8299

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

TRADEMARK
REEL: 003619 FRAME: 0178

Phone: 860-275-8288
Email: awergeles@rc.com
Correspondent Name: Amy Span Wergeles, Esq.
Address Line 1: 280 Trumbull St.
Address Line 2: Robinson & Cole LLP
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	26356.0136
NAME OF SUBMITTER:	Amy Span Wergeles
Signature:	//Amy Span Wergeles//
Date:	09/12/2007

Total Attachments: 4

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**TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

This Termination, Release and Reassignment Agreement (this "Agreement") is dated as of August 9, 2007 and is executed in favor of Old Mother Hubbard, Inc. f/k/a Bryce Operating Company, Inc., a Delaware corporation ("Borrower"), by PNC Bank, National Association ("Secured Party").

WHEREAS, Borrower and Secured Party entered into that certain Revolving Credit and Security Agreement, dated as of January 20, 2004 (as amended, modified, supplemented, or restated from time to time, the "Credit Agreement"), pursuant to which Secured Party extended credit to Borrower;

WHEREAS, in connection with the Credit Agreement, Borrower and Secured Party entered into (i) that certain Trademark Security Agreement, dated as of January 20, 2004 (the "Trademark Security Agreement"), pursuant to which Borrower granted a security interest in the Trademarks (as defined in the Trademark Security Agreement) to Secured Party, and (ii) that certain Notice of Assignment of Trademarks by Borrower to Agent, dated as of January 20, 2004, which was filed with the United States Patent and Trademark Office; and

WHEREAS, Borrower has requested that Secured Party terminate, release and reassign its security interest in the Trademarks in connection with the termination of the Credit Agreement and the related agreements, and the payment and satisfaction in full of all obligations thereunder, pursuant to that certain Termination and Release Agreement, dated as of the date hereof, by and among Secured Party, Borrower and the Wellness Pet Food Holdings Company, Inc. (the "Payoff Agreement");

NOW, THEREFORE, upon Secured Party's receipt of the Payoff Amount (as defined in the Payoff Agreement), Secured Party hereby terminates, releases and reassigns to Borrower its lien on and security interest in the Trademarks, (ii) the goodwill of Borrower's business connected with and symbolized by the Trademarks, and (v) all cash and non-cash proceeds of the foregoing, whether such lien and security interest is granted pursuant to the Credit Agreement, the Trademark Security Agreement or any other agreement or document:

Secured Party further agrees to execute and deliver to Borrower any and all further documents or instruments and do any and all further acts, in each case at Borrower's cost and expense, which Borrower (or its agent or any of its designees) may reasonably request, in order to confirm this Agreement and the release by Secured Party of its lien on and security interest in the Trademarks, and the reassignment by Secured Party to Borrower of all of Secured Party's right, title and interest in and to the Trademarks.

(Signature Page Follows)

IN WITNESS WHEREOF, Secured Party has executed this Agreement as of the day and year first above written.

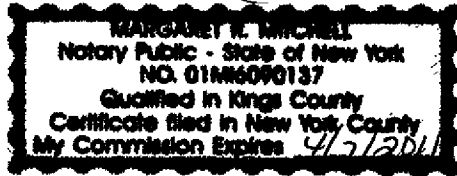
PNC BANK, NATIONAL ASSOCIATION,
as Secured Party

By: [Signature]
Name: Brian Conway
Title: Vice President

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

On the 9th day of August, 2007, before me, a duly authorized notary in and for the above county and state, appeared Brian Conway, on behalf of PNC Bank, National Association, known to me to be the individual who executed the above Agreement.

[Signature]
Notary Public



**ANNEX TO TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

Registered Trademarks

Country/ State	Word Mark (Description of mark in words only)	Mark	Interna- tional Class	App. No.	Reg. No.	App. Date	Reg. Date
U.S.	AMY'S HOMESTYLE DOG BISCUITS	AMY'S HOMESTYLE DOG BISCUITS	31		2162656	7/22/96	6/2/98
U.S.	AU-BON-DOG	AU-BON-DOG	31		2182113	5/13/97	8/18/98
U.S.	AU BON DOG & DESIGN		31		1394270	7/8/85	5/20/86
U.S.	AUSTIN'S	AUSTIN'S	31		1272047	3/27/81	3/27/84
U.S.	BEEFY BONE	BEEFY BONE	31		2735881	2/23/01	7/15/03
U.S.	BENTLEY'S BEST (and design)		31		2109473	4/13/95	10/28/97
U.S.	BENTLEY'S BEST	BENTLEY'S BEST	31		1968315	4/13/95	4/16/96
U.S.	BITZ DOG TRAINING TREATS (and design)		31		2151136	6/26/95	4/14/98
U.S.	CHAR-TAR	CHAR-TAR	31		2640654	12/18/00	10/22/02
U.S.	CHEW FLIPS	CHEW FLIPS	31		1487028	6/22/87	5/3/88
U.S.	CHICK'N CHEDDA	CHICK'N CHEDDA	31		2568671	12/27/00	5/7/02
U.S.	CHIPCOOKIES FOR DOGS (and design)		31		2169856	6/26/95	6/30/98
U.S.	COUCH POTATO	COUCH POTATO	31		2632942	12/18/00	10/8/02
U.S.	FAITHFUL FRIENDS	FAITHFUL FRIENDS	31		2284080	3/13/98	10/5/99
U.S.	GIMME A KISS	GIMME A KISS	31		2786952	1/25/01	11/25/03
U.S.	JUST VEGG'N	JUST VEGG'N	31		2632943	12/18/00	10/8/02
U.S.	LIV'R' CRUNCH	LIV'R' CRUNCH	31		2000775	3/8/95	9/17/96
U.S.	MEATIES	MEATIES	31		2243779	9/22/97	5/4/99
U.S.	MINISNACKS ASSORTED DOG BISCUITS (and design)		31		2084566	6/26/95	7/29/97
U.S.	MOTHER'S FINEST	MOTHER'S FINEST	31		2747000	10/25/02	8/5/03
U.S.	NEURA	NEURA	31		1407881	1/27/86	9/2/86
U.S.	NEURA 95 (stylized)		31		2034479	6/26/95	1/28/97
U.S.	NEURA BAKED (stylized)		31		2445113	6/8/99	4/17/01
U.S.	NEURA BAKED (and design)		31		2034478	6/26/95	1/28/97
U.S.	NEURA MEATS (and design)		31		2520930	10/21/99	12/18/01
U.S.	OLD MOTHER HUBBARD (and design)		31		2005062	11/23/94	10/1/96
U.S.	OLD MOTHER HUBBARD (and design)		31		2032715	11/23/94	1/21/97
U.S.	OLD MOTHER	OLD MOTHER	31		1181414	3/30/81	12/8/81

	HUBBARD	HUBBARD					
U.S.	OLD MOTHER HUBBARD BITZ	OLD MOTHER HUBBARD BITZ	31		2005061	11/23/94	10/1/96
U.S.	OLD MOTHER HUBBARD JERKKY CHIPS (and design)		31		2267610	5/13/97	8/3/99
U.S.	P-NUTTIER	P-NUTTIER	31		1867750	5/28/93	12/13/94
U.S.	P-NUTTY	P-NUTTY	31		2211962	1/3/97	12/15/98
U.S.	SAVORY SELECTIONS OLD MOTHER HUBBARD (and design)		31		2246217	6/26/98	5/18/99
U.S.	SAVORY SLICES OLD MOTHER HUBBARD (and design)		31		2246218	6/26/98	5/18/99
U.S.	SCOTTIE BRAND (and design)		31		1334583	2/29/84	5/7/85
U.S.	SUPER5MIX	SUPER5MIX	31		2639407	1/17/02	10/22/02
U.S.	UNCONDITIONAL LOVE. UNCOMPROMISING NUTRITION.	UNCONDITIONA L LOVE. UNCOMPROMISI NG NUTRITION.	5, 31		2698458	2/23/01	3/18/03
U.S.	WELLBAR	WELLBAR	31		2664033	7/6/00	12/17/02
U.S.	WELLNESS	WELLNESS	5		2457978	12/18/98	6/5/01
U.S.	WELLNESS (and design)		5		2425652	12/18/98	1/30/01
U.S.	WELLNESS (and design)		31		2349101	7/29/98	5/9/00
U.S.	WELLNESS	WELLNESS	31		2263784	4/30/98	7/20/99
U.S.	WELLNESS SUPER5MIX	WELLNESS SUPER5MIX	31		2322461	7/29/98	2/22/00
U.S.	NEURA FORMULA 100	NEURA FORMULA 100	31		1719572	2/11/91	9/22/92