

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
Waggin' Train LLC		11/15/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, Chicago branch, as Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	77238299	ARCTIC FILLET
Serial Number:	77200754	WOOFFLES
Serial Number:	77197888	WAGGIN' TRAIN BRAND WOOFFLES
Serial Number:	77187965	HONEY SMOKED
Serial Number:	77180493	NO GRAIN, MORE MEAT
Serial Number:	77034631	WAGGIN TRAIN BRAND JERKY LINKS
Serial Number:	77034656	WAGGIN' TRAIN BRAND JERKY STICKS
Serial Number:	78958816	WAGGIN' TRAIN BRAND KABOB'S
Serial Number:	78580808	WAGGIN' TRAIN BRAND TENDER BITES
Serial Number:	77281388	WAGGIN' TRAIN BRAND JERKY TENDERS
Registration Number:	3228640	WAGGIN' TRAIN BRAND JERKY BITES
Registration Number:	3134147	FRESHIES
Registration Number:	2864892	ADI PET INC.
Registration Number:	2883012	MEAT BLAST

CH \$490.00 77238299

Registration Number:	2972824	WAGGIN' TRAIN
Registration Number:	2720139	MEGA-BITES
Registration Number:	2870720	JERKY TENDERS
Serial Number:	78714981	LIVERBLAST
Serial Number:	78551878	SUPREME GREEN

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

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

ATTORNEY DOCKET NUMBER:	1671122
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/28/2007

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 15th day of November, 2007, Waggin' Train LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1924 Pearman Dairy Road, Anderson, South Carolina 29625, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Bank of Montreal, a chartered bank of Canada acting through its Chicago branch ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors 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, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

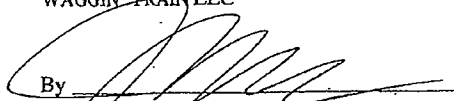
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not include, and no grant of security interest shall be deemed granted hereunder in any application for a trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including all such trademark applications that are based on intent-to-use the mark in commerce, unless and until such time that the grant and/or enforcement of such security interest shall not cause such trademark to be invalidated, canceled, voided or abandoned.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the grant of security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

WAGGIN' TRAIN LLC

By 
Name: Jerry Peters
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago branch, as
Agent

By _____
Name Karen L. Knudsen
Title Managing Director

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

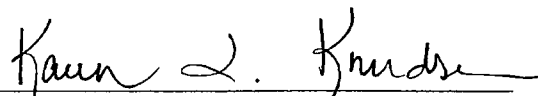
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WAGGIN' TRAIN LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, Chicago branch, as
Agent

By 
Name Karen L. Knudsen
Title Managing Director

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 003668 FRAME: 0085

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

Trademark Registrations and Applications for Registration

Waggin' Train LLC:

Mark	Application No.	Application Date	Registration No.	Registration Date
ARCTIC FILLET	77238299	25-Jul-2007		
WOOFFLES	77200754	07-Jun-2007		
WAGGIN' TRAIN BRAND WOOFFLES	77197888	05-Jun-2007		
HONEY SMOKED	77187965	23-May-2007		
NO GRAIN, MORE MEAT	77180493	14-May-2007		
WAGGIN TRAIN BRAND JERKY LINKS	77034631	01-Nov-2006		
WAGGIN' TRAIN BRAND JERKY STICKS	77034656	01-Nov-2006		
WAGGIN' TRAIN BRAND KABOB'S	78958816	23-Aug-2006		
WAGGIN' TRAIN BRAND TENDER BITES	78580808	04-Mar-2005		
WAGGIN' TRAIN BRAND JERKY TENDERS	77281388	2007-Sept-17		
WAGGIN' TRAIN BRAND JERKY BITES	78580769	04-Mar-2005	3228640	10-Apr-2007
FRESHIES	78505590	25-Oct-2004	3134147	22-Aug-2006
ADI PET INC.	78203626	15-Jan-2003	2864892	20-Jul-2004
MEAT BLAST	78169394	30-Sep-2002	2883012	07-Sep-2004
WAGGIN' TRAIN	78169389	30-Sep-2002	2972824	19-Jul-2005
MEGA-BITES	78090909	30-Oct-2001	2720139	27-May-2003
JERKY TENDERS	78206464	23-Jan-2003	2870720	19-Dec-2003
LIVERBLAST	78714981	2005-Sept-16		
SUPREME GREEN	78551878	2005-Jan 21		