

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Catterton Partners V, LP		08/09/2007	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Old Mother Hubbard, Inc.
<b>Street Address:</b>	200 Ames Pond Drive
<b>City:</b>	Tewksbury
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01876
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	2182113	AU-BON-DOG
Registration Number:	2162656	AMY'S HOMESTYLE DOG BISCUITS
Registration Number:	1394270	AU BON DOG
Registration Number:	1272047	AUSTIN'S
Registration Number:	2735881	BEEFY BONE
Registration Number:	2109473	BENTLEY'S BEST
Registration Number:	1968315	BENTLEY'S BEST
Registration Number:	2151136	BITZ DOG TRAINING TREATS
Registration Number:	2640654	CHAR-TAR
Registration Number:	1487028	CHEW FLIPS
Registration Number:	2568671	CHICK'N CHEDDA
Registration Number:	2169856	CHIPCOOKIES FOR DOGS
Registration Number:	2632942	COUCH POTATO
Registration Number:	2284080	FAITHFUL FRIENDS

OP \$1115.00 2182113

Registration Number:	2786952	GIMME A KISS
Registration Number:	2632943	JUST VEGG'N
Registration Number:	2000775	LIV'R'CRUNCH
Registration Number:	2243779	MEATIES
Registration Number:	2084566	MINISNACKS ASSORTED DOG BISCUITS
Registration Number:	2747000	MOTHER'S FINEST
Registration Number:	1407881	NEURA
Registration Number:	2034479	NEURA 95
Registration Number:	2445113	NEURA BAKED
Registration Number:	2034478	NEURA BAKED
Registration Number:	2520930	NEURA MEATS
Registration Number:	2005062	OLD MOTHER HUBBARD
Registration Number:	2032715	OLD MOTHER HUBBARD
Registration Number:	1181414	OLD MOTHER HUBBARD
Registration Number:	2005061	OLD MOTHER HUBBARD BITZ
Registration Number:	2267610	OLD MOTHER HUBBARD JERKKY CHIPS
Registration Number:	1867750	P-NUTTIER
Registration Number:	2211962	P-NUTTY
Registration Number:	2246217	SAVORY SELECTIONS OLD MOTHER HUBBARD
Registration Number:	2246218	SAVORY SLICES OLD MOTHER HUBBARD
Registration Number:	1334583	SCOTTIE BRAND
Registration Number:	2639407	SUPER5MIX
Registration Number:	2698458	UNCONDITIONAL LOVE. UNCOMPROMISING NUTRITION.
Registration Number:	2664033	WELLBAR
Registration Number:	2457978	WELLNESS
Registration Number:	2425652	WELLNESS
Registration Number:	2349101	WELLNESS
Registration Number:	2263784	WELLNESS
Registration Number:	2322461	WELLNESS SUPER5MIX
Registration Number:	1719572	NEURA FORMULA 100

**CORRESPONDENCE DATA**

Fax Number: (860)275-8299

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

Phone: 860-275-8200

Email: awergeles@rc.com

**TRADEMARK**  
**REEL: 003804 FRAME: 0954**

Correspondent Name: Amy Span Wergeles  
Address Line 1: Robinson & Cole LLP  
Address Line 2: 280 Trumbull Street  
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER:	26356.0192
NAME OF SUBMITTER:	Amy Span Wergeles, Esq.
Signature:	//Amy Span Wergeles//
Date:	06/26/2008

**Total Attachments: 9**

source=Payoff Letter#page1.tif  
source=Payoff Letter#page2.tif  
source=Payoff Letter#page3.tif  
source=Payoff Letter#page4.tif  
source=Payoff Letter#page5.tif  
source=Payoff Letter#page6.tif  
source=Payoff Letter#page7.tif  
source=Payoff Letter#page8.tif  
source=Payoff Letter#page9.tif

CATTERTON PARTNERS V, LP  
7 Greenwich Office Park, Suite 200  
599 West Putnam Avenue  
Greenwich, CT 06830

PAYOFF LETTER

August 9, 2007

Old Mother Hubbard, Inc.  
c/o Catterton Partners  
7 Greenwich Office Park  
Suite 200  
599 West Putnam Avenue  
Greenwich, CT 06830

Ladies and Gentlemen:

The undersigned, Catterton Partners V, LP ("CP V"), in its capacity as administrative agent (the "Agent") for itself and certain other lending entities (CP V, individually and in its capacity as Agent, and such other entities are hereinafter referred to collectively as the "Lender Group"), is party to that certain Term Loan and Security Agreement dated as of January 20, 2004 (the "Loan Agreement") among Old Mother Hubbard, Inc. (f/k/a Bryce Operating Company, Inc.), a Delaware corporation (the "Borrower"), The Wellness Pet Food Holdings Company, Inc. (f/k/a Bryce Holdings Company, Inc.), a Delaware corporation (together with the Borrower, the "Credit Parties"), and the Lender Group. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

The Borrower has advised the Lender Group that (i) all of the indebtedness and other obligations of the respective Credit Parties to the Lender Group pursuant to the Loan Agreement and the Other Documents (the "Loan Agreement Obligations") will be repaid and (ii) all Loan Agreement Obligations will be terminated. As of August 9, 2007 (the "Proposed Repayment Date"), the total amount of Loan Agreement Obligations, including all accrued interest, principal, fees and expenses payable with respect thereto, will be [REDACTED] (collectively referred to herein as the "Repayment Amount").

Payment of the Repayment Amount should be made by wire transfer of immediately available funds in accordance with instructions provided by us to you.

In consideration of the payment in full of the Repayment Amount, the Agent, for itself and on behalf of the Lender Group, hereby (a) acknowledges and agrees that payment of the Repayment Amount will constitute payment in full of all of the Loan Agreement Obligations and (b) agrees that, effective upon (i) payment in full of the Repayment Amount and (ii) receipt by

the Agent of an executed counterpart to this letter from the Borrower, all security interests and liens which any of the Credit Parties, including the Borrower, may have granted to the Agent or any other member of the Lender Group pursuant to the Loan Agreement and Other Documents in, on or against any property or assets, as the case may be, of the Credit Parties shall be automatically released and terminated and the Loan Agreement, the Other Documents and all of the Lender Group's other agreements, documents and instruments with each of the Credit Parties entered into, executed or delivered in connection with the Loan Agreement (collectively, the "Loan Documents") shall automatically terminate; provided, that nothing herein is intended to terminate the obligations of any Credit Party under indemnification, expense reimbursement and other provisions of the Loan Documents which by their express terms survive termination of the Loan Documents, all of which obligations shall continue after the payment in full of the Repayment Amount.

In consideration of the payment in full of the Loan Agreement Obligations as set forth herein, at the Borrower's request and expense, the Agent agrees that, upon the Agent's receipt of the Repayment Amount, the Agent will deliver to the Borrower (or its designee) all original possessory collateral held by the Agent. Upon the Agent's receipt of the Repayment Amount, the Borrower and its designees shall be authorized at that time, without further action of any kind on the part of the Agent or any other member of the Lender Group, to file (i) termination statements with respect to all Uniform Commercial Code financing statements and (ii) all other terminations, releases and assignments in respect of collateral filings, in each case filed by or for the benefit of the Agent or any other member of the Lender Group against any of the Credit Parties in connection with the financing transactions contemplated by the Loan Agreement.

The Agent, for and on behalf of the Lender Group, also further agrees to deliver at the request of the Borrower and at the sole cost and expense of the Borrower, such other termination statements, releases, instruments, documents and other agreements as the Borrower may reasonably request in connection with the Lender Group's above-described termination and release of all security interests and liens granted pursuant to the Loan Documents, to evidence and/or effect the release of all of the property and other assets securing the Loan Agreement Obligations of the respective Credit Parties thereunder.

[Signature pages follow.]

Very truly yours,

CATTERTON PARTNERS V, LP,  
as Agent

By: 

Name: Andrew Taub

Title: Authorized Person

ACKNOWLEDGED AND AGREED  
as of August \_\_, 2007

OLD MOTHER HUBBARD, INC.

By: \_\_\_\_\_

Name:

Title:

Very truly yours,

CATTERTON PARTNERS V, LP,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED  
as of August 9, 2007

OLD MOTHER HUBBARD, INC.

By: *[Signature]*  
Name: *Michael Meyer*  
Title: *President*

TRADEMARK  
REEL: 003804 FRAME: 0960



**CORPORATION SERVICE COMPANY**

www.incspot.com



UCF-9318528-005-1

CSC- Springfield  
801 Adlai Stevenson Drive  
Springfield, IL 62703  
217-544-5900  
217-492-2727 (Fax)

Matter# 025646-0415                      Order# 049272-5  
Project Id :                                  Order Date 08/09/2007  
Additional Reference : NOT PROVIDED

Entity Name :                                  OLD MOTHER HUBBARD, INC. (Debtor)/ CATTERTON PARTNERS  
V, LP (Secured Party)

Jurisdiction :                                  DE-SECRETARY OF STATE

Request for :                                  UCC Filing  
File Watch Order :                              Yes  
File Type :                                      TERMINATION FILING

Original File Number :                          40186256  
Original File date :                              01/22/2004

Result :                                        Filed

File Number :                                  20073048229  
Filing Date :                                    08/09/2007

Ordered by ZEYNEP GIESEKE at LATHAM & WATKINS LLP-FILE FOR GE WORK ONLY

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.incspot.com.

If you have any questions concerning this order or IncSpot, please feel free to contact us.

Amy S. Schwab  
aschwab@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 05:36 PM 08/09/2007  
 INITIAL FILING # 4018625 6  
 AMENDMENT # 2007 3048229  
 SRV: 070908424

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE # 40186256 01/22/2004

1b This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral  deleted or  added, or give entire  restated collateral description or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Catterton Partners V, LP

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA. File with the Delaware Secretary of State -- Debtor: Old Mother Hubbard, Inc. 049272-5

**CORPORATION SERVICE COMPANY**

www.incspot.com

CSC- Springfield  
801 Adlai Stevenson Drive  
Springfield, IL 62703  
217-544-5900  
217-492-2727 (Fax)



UCF-9318530-007-6

Matter# 025646-0415                      Order# 049272-7  
Project Id :                                      Order Date 08/09/2007  
Additional Reference : NOT PROVIDED

Entity Name : THE WELLNESS PET FOOD HOLDINGS COMPANY, INC. (Debtor)/  
CATTERTON PARTNERS V, LP (Secured Party)

Jurisdiction : DE-SECRETARY OF STATE

Request for : UCC Filing  
File Watch Order : Yes  
File Type : TERMINATION FILING

Original File Number : 40186199  
Original File date : 01/22/2004

Result : Filed

File Number : 20073048534  
Filing Date : 08/09/2007

Ordered by ZEYNEP GIESEKE at LATHAM & WATKINS LLP-FILE FOR GE WORK ONLY

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.incspot.com.

If you have any questions concerning this order or IncSpot, please feel free to contact us.

Amy S. Schwab  
aschwab@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 05:37 PM 08/09/2007  
 INITIAL FILING # 4018619 9  
 AMENDMENT # 2007 3048534  
 SRV: 070908427

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
 40186199 01/22/2004

1b. This FINANCING STATEMENT AMENDMENT is to be filed (or recorded) (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral  deleted or  added, or give entire  recited collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
 Catteron Partners V, LP

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA  
 File with the Delaware Secretary of State -- Debtor: The Wellness Pet Food Holdings Company, Inc. 049272-7

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)