

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------|--|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Simmons Pet Food, Inc. | | 05/29/2009 | CORPORATION: ARKANSAS |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank | | |
| Street Address: | 299 S Main Street, 6th Floor MAC U1228-062 | | |
| City: | Salt Lake City | | |
| State/Country: | UTAH | | |
| Postal Code: | 84111 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2786302 | BALANCED FORMULA | |
| Registration Number: | 2772699 | BASIL'S TREATS FLAVOR SHAKER | |
| Registration Number: | 2221629 | VIGO 100 | |
| Registration Number: | 1557119 | PROTOCOL | |
| Registration Number: | 1626186 | VIGO | |
| Registration Number: | 0304714 | VIGO | |
| Registration Number: | 3314091 | HEALTHY BY DESIGN | |
| Registration Number: | 2704822 | FIT & ACTIVE | |
| Registration Number: | 3463169 | STRONGHEART | |
| Registration Number: | 3441569 | HEALTHY BY DESIGN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (314)259-2020 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | ncollora@bryancave.com | | |

CH \$265.00 2786302

Correspondent Name: Daniel A. Crowe
Address Line 1: 211 North Broadway, Ste 3600
Address Line 4: St. Louis, MISSOURI 63102

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|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 0227876 |
| NAME OF SUBMITTER: | Daniel A. Crowe |
| Signature: | /Daniel A. Crowe/ |
| Date: | 07/17/2009 |

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, SIMMONS PET FOOD, INC., an Arkansas corporation ("**Grantor**") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the First Amended and Restated Security Agreement, dated as of May 29, 2009, among the Grantor, its affiliates and the Grantee (as amended and restated from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) 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) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

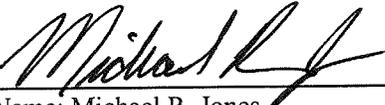
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement first above written.

GRANTOR:

SIMMONS PET FOOD, INC.,
an Arkansas corporation

By: 
Print Name: Michael R. Jones
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**
a national banking association,
as Administrative Agent

By: _____
Print Name: Scott J. Manookin
Title: Vice President

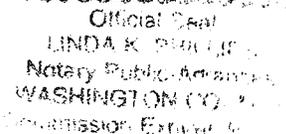
STATE OF ARKANSAS)
COUNTY OF WASHINGTON)

On this 21st day of May, 2009, before me personally came Michael R. Jones, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Simmons Pet Food, Inc., an Arkansas corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Linda K. Phillips
Notary Public

My Commission Expires: 9-11-2012



STATE OF _____)
COUNTY OF _____)

On this ____ day of _____, 2009, before me personally came Scott J. Manookin, to me known, who, being by me duly sworn did depose and say that he is a Vice President of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement first above written.

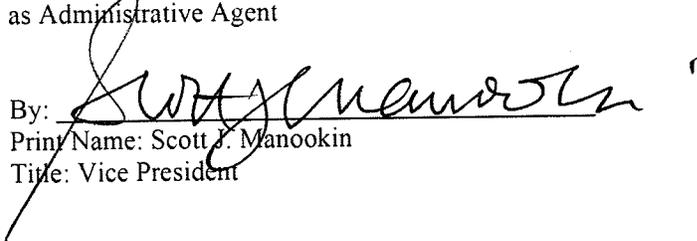
GRANTOR:

SIMMONS PET FOOD, INC.,
an Arkansas corporation

By: _____
Print Name: Michael R. Jones
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**
a national banking association,
as Administrative Agent

By: 
Print Name: Scott J. Manookin
Title: Vice President

STATE OF _____)
)
COUNTY OF _____)

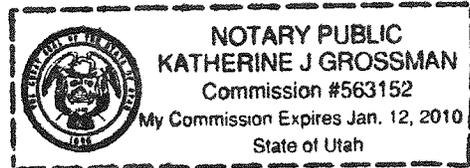
On this ____ day of _____, 2009, before me personally came Michael R. Jones, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Simmons Pet Food, Inc., an Arkansas corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF Utah)
)
COUNTY OF Salt Lake)



On this 29 day of June, 2009, before me personally came Scott J. Manookin, to me known, who, being by me duly sworn did depose and say that he is a Vice President of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Katherine J. Grossman
Notary Public

My Commission Expires: 1/12/10

Schedule A - Trademarks

| Country | Trademark | Registration # | Issue Date | Owner |
|----------------|------------------------------|-----------------------|-------------------|------------------------|
| USA | Balanced Formula | 2,786,302 | 11/25/2003 | Simmons Pet Food, Inc. |
| USA | Basil's Treats Flavor Shaker | 2,772,699 | 10/7/2003 | Simmons Pet Food, Inc. |
| USA | Vigo 100 | 2,221,629 | 2/2/1999 | Simmons Pet Food, Inc. |
| USA | Protocol | 1,557,119 | 9/19/1989 | Simmons Pet Food, Inc. |
| USA | Vigo | 1,626,186 | 12/4/1990 | Simmons Pet Food, Inc. |
| USA | Vigo | 0,304,714 | 7/18/1933 | Simmons Pet Food, Inc. |
| USA | Healthy by Design | 3,314,091 | 10/16/2007 | Simmons Pet Food, Inc. |
| USA | Fit & Active | 2,704,822 | 4/8/2003 | Simmons Pet Food, Inc. |
| USA | Strongheart | 3,463,169 | 7/8/2008 | Simmons Pet Food, Inc. |
| USA | Healthy by Design | 3,441,569 | 6/3/2008 | Simmons Pet Food, Inc. |

Schedule B - Patents

| Country | Patent Title | Patent #/ (Application #) | Issue Date/ (File Date) | Owner |
|----------------|---------------------|--------------------------------------|------------------------------------|--------------|
| | None | N/A | N/A | N/A |