

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
Nature Vision, Inc.		08/14/2009	CORPORATION: MINNESOTA
Nature Vision Operating, Inc.		08/14/2009	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	M&I Business Credit, LLC		
Street Address:	651 Nicollet Mall, Suite 450		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76694918	CATCH 22	
Registration Number:	3665231	CRINKLE CAMO	
Registration Number:	3518786	JERKY J	
CORRESPONDENCE DATA			
Fax Number:	(612)642-8450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-672-8250		
Email:	brenda.howard@maslon.com		
Correspondent Name:	Brenda Howard, Paralegal		
Address Line 1:	90 S. 7th St., 3300 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	20071652		
NAME OF SUBMITTER:	Brenda Howard		

OP \$90.00 76694918

Signature:	/Brenda Howard/
Date:	08/19/2009
Total Attachments: 6 source=M&I_Nature_Vision_Executed_Amendment_to_Trademark_Security_Agreement#page1.tif source=M&I_Nature_Vision_Executed_Amendment_to_Trademark_Security_Agreement#page2.tif source=M&I_Nature_Vision_Executed_Amendment_to_Trademark_Security_Agreement#page3.tif source=M&I_Nature_Vision_Executed_Amendment_to_Trademark_Security_Agreement#page4.tif source=M&I_Nature_Vision_Executed_Amendment_to_Trademark_Security_Agreement#page5.tif source=M&I_Nature_Vision_Executed_Amendment_to_Trademark_Security_Agreement#page6.tif	

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Agreement is made on this 14th day of August, 2009, by and among Nature Vision, Inc., a Minnesota corporation, and Nature Vision Operating, Inc., a Minnesota corporation, each having a mailing address at 1480 Northern Pacific Road, Brainerd, MN 56401 (individually and collectively the "Assignor") and M&I Business Credit, LLC, a Minnesota limited liability company, having a mailing address at Suite 450, 651 Nicollet Mall, Minneapolis, Minnesota 55402 ("Lender").

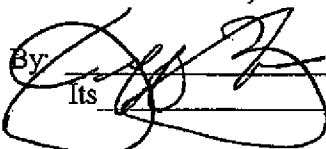
Background. Assignor has executed and delivered to Lender a Credit and Security Agreement dated November 8, 2007, evidencing loans made or to be made by Lender to Assignor (said Credit and Security Agreement as amended from time to time is referred to herein as the "Credit Agreement"). In order to induce the Lender to advance loans to Assignor pursuant to the Credit Agreement, Assignor has agreed to grant Lender a security interest in certain Trademark rights according to the terms of a Trademark Security Agreement dated November 8, 2007 (the "Trademark Security Agreement"), which Trademark Security Agreement was filed with the US Patent and Trademark Office on December 18, 2007, ETAS ID: TM102598.

NOW, THEREFORE, in consideration of the premises, each Assignor hereby agrees with Lender as follows:

1. To amend the Trademark Security Agreement in order to add to Schedule A of the Trademark Security Agreement each of the trademarks and related rights, as described in Schedule A-1 attached hereto.
2. Except as explicitly amended by this Amendment, Assignor agrees that the remainder of all the terms and conditions of the Trademark Security Agreement will remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered on the day and year first above written.

NATURE VISION, INC.

By:  _____
Its:  CEO

NATURE VISION OPERATING, INC.

By:  _____
Its:  CEO

M&I BUSINESS CREDIT, LLC

By: _____
Its: Vice President

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This Agreement is made on this 14th day of August, 2009, by and among Nature Vision, Inc., a Minnesota corporation, and Nature Vision Operating, Inc., a Minnesota corporation, each having a mailing address at 1480 Northern Pacific Road, Brainerd, MN 56401 (individually and collectively the "Assignor") and M&I Business Credit, LLC, a Minnesota limited liability company, having a mailing address at Suite 450, 651 Nicollet Mall, Minneapolis, Minnesota 55402 ("Lender").

Background. Assignor has executed and delivered to Lender a Credit and Security Agreement dated November 8, 2007, evidencing loans made or to be made by Lender to Assignor (said Credit and Security Agreement as amended from time to time is referred to herein as the "Credit Agreement"). In order to induce the Lender to advance loans to Assignor pursuant to the Credit Agreement, Assignor has agreed to grant Lender a security interest in certain Trademark rights according to the terms of a Trademark Security Agreement dated November 8, 2007 (the "Trademark Security Agreement"), which Trademark Security Agreement was filed with the US Patent and Trademark Office on December 18, 2007, ETAS ID: TM102598.

NOW, THEREFORE, in consideration of the premises, each Assignor hereby agrees with Lender as follows:

1. To amend the Trademark Security Agreement in order to add to Schedule A of the Trademark Security Agreement each of the trademarks and related rights, as described in Schedule A-1 attached hereto.
2. Except as explicitly amended by this Amendment, Assignor agrees that the remainder of all the terms and conditions of the Trademark Security Agreement will remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered on the day and year first above written.

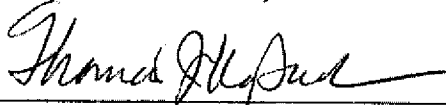
NATURE VISION, INC.

By: _____
Its _____

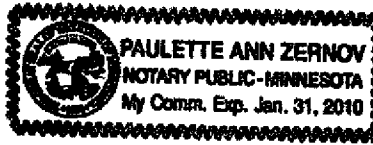
NATURE VISION OPERATING, INC.

By: _____
Its _____

M&I BUSINESS CREDIT, LLC

By: 
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)



The foregoing instrument was executed and acknowledged before me on this 14th day of August, 2009, by [Signature], the _____ of Nature Vision, Inc., a Minnesota corporation, on behalf of said corporation.

[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me on this ____ day of August, 2009, by _____, the _____ of Nature Vision Operating, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me on this ____ day of August, 2009, by _____, the Vice President of M&I Business Credit, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me on this ____ day of August, 2009, by _____, the _____ of Nature Vision, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me on this ____ day of August, 2009, by _____, the _____ of Nature Vision Operating, Inc., a Minnesota corporation, on behalf of said corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Kennebec)

The foregoing instrument was executed and acknowledged before me on this 14th day of August, 2009, by Thomas J. Kopyeck, the Vice President of M&I Business Credit, LLC, a Minnesota limited liability company, on behalf of said company.

Bethel Jean Gordon
Notary Public 8/14/09



SCHEDULE A

Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
WOODLAND WHISPER	76243000	2561660
VPG	76658981	
ICE PRO	76643094	
GENZ STIX	76643393	3118947
NATURE VISION, INC.	76588035	3025437
AQUA-VU	76566343	2988546
REINVENTING THE OUTDOOR EXPERIENCE	76549261	2915764
BUZZ STIX	76515514	2885886
FISH HAWK and Design	73783264	1571667

SCHEDULE A-1

Trademarks

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
CATCH 22	76694918	
CRINKLE CAMO	76685415	3665231
JERKY J	76688000	3518786