

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
Premier Pet Products, LLC		02/24/2010	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	2247744	THE 10 MINUTE ATTITUDE ADJUSTER
Registration Number:	2253498	FEATHER TETHER
Registration Number:	2279121	FERRET FUN 5-IN ONE!
Registration Number:	2335259	SURE-FIT HARNESS
Registration Number:	2436247	PREMIER
Registration Number:	2489306	TWICE AS NICE
Registration Number:	2849446	PRETTY KITTY
Registration Number:	2504174	EASY WALKER
Registration Number:	2654215	TIRED OF YOUR DOG TAKING YOU FOR A WALK?
Registration Number:	3004506	PREMIER
Registration Number:	2976828	PREMIER
Registration Number:	2857125	PREMIER PET PRODUCTS
Registration Number:	2685911	NO SHOCK NO PAIN
Registration Number:	2385445	SPILL-LESS SMART BOWL

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**TRADEMARK
 REEL: 004157 FRAME: 0126**

Registration Number:	2027291	FIDO FLEECE
Registration Number:	3272148	FIDO FLEECE
Registration Number:	2671047	
Registration Number:	2970597	FIDO FINERY
Registration Number:	2852781	FIDO FLOAT
Registration Number:	3063023	KEEPSAFE
Registration Number:	2819497	KEEPSAFE
Registration Number:	2822574	TENNIS TAIL
Registration Number:	2846616	BUSY BUDDY
Registration Number:	3100199	BUSY BUDDY
Registration Number:	3474007	GNAWHIDE
Registration Number:	3177121	KEEP YOUR PET BUSY WITH GOOD THINGS TO CHEW!
Registration Number:	3432026	SPRAY SHIELD
Registration Number:	3374208	WONDER WALKER
Registration Number:	3426165	LIVER BISCOTTI
Registration Number:	3453791	SMART BOWL
Registration Number:	3487204	CLIK STIK
Registration Number:	3482027	HI.Q.
Registration Number:	3542199	BRISTLE BONE
Registration Number:	3659557	SPRAYSENSE
Registration Number:	3541317	MANNERSMINDER
Registration Number:	2762487	GENTLE SPRAY
Registration Number:	3357102	HOW SMART IS YOUR DOG?
Registration Number:	2779429	FIDO'S FAVORITES
Serial Number:	77447881	BARKSTOP
Serial Number:	77447870	SK'DADDLE
Serial Number:	77657795	DENTAL BUDDY
Serial Number:	77670249	FUNKITTY
Serial Number:	77818152	EASY WALK
Serial Number:	77913214	POGO
Serial Number:	77913223	POGO PLUSH
Serial Number:	77915544	LINKABLES
Serial Number:	77915594	LINKABLES

CORRESPONDENCE DATA

TRADEMARK
REEL: 004157 FRAME: 0127

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:	1639186
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	02/26/2010

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 24th day of February, 2010, Premier Pet Products, LLC, a Virginia limited liability company ("*Debtor*") with its principal place of business and mailing address at 10427 Electric Avenue, Knoxville, Tennessee 37932, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative 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 and its affiliates as set out in that certain Security Agreement dated as of September 15, 2006 between Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, supplemented, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and 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.

PREMIER PET PRODUCTS, LLC

By




Name: Chris Chandler

Title: Secretary

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

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

FIFTH THIRD BANK, as Administrative Agent

By 
Name Matthew Conroy
Title Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK REGISTRATIONS:

TRADEMARK	COUNTRY	NUMBER	REGISTRATION DATE
The 10 Minute Attitude Adjuster	USA	2,247,744	05/25/99
Feather Tether	USA	2,253,498	06/15/99
Ferret Fun 5-In One!	USA	2,279,121	09/21/99
Sure-Fit Harness	USA	2,335,259	03/28/00
Premier (Collar)	USA	2,436,247	03/20/01
Twice As Nice (Kitty Collar)	USA	2,489,306	09/11/01
Pretty Kitty	USA	2,849,446	06/01/04
Easy Walker	USA	2,504,174	11/06/01
Tired of Your Dog Taking You For A Walk?	USA	2,654,215	11/26/02
Premier	USA	3,004,506	10/04/05
Premier & Design	USA	2,976,828	07/26/05
Premier Pet Products	USA	2,857,125	06/29/04
No Shock No Pain & Design	USA	2,685,911	02/11/03
Spill-Less Smart Bowl (stylized)	USA	2,385,445	09/12/00
Fido Fleece (pet apparel)	USA	2,027,291	12/31/96
Fido Fleece (beds)	USA	3,272,148	07/31/08
Design (dog howling at the moon)	USA	2,671,047	01/07/03
Fido Finery	USA	2,970,597	07/19/05
Fido Float	USA	2,852,781	06/15/04
Keepsafe	USA	3,063,023	02/28/06
Keepsafe (stylized)	USA	2,819,497	03/02/04
Tennis Tail	USA	2,822,574	03/16/04
Busy Buddy	USA	2,846,616	05/25/04
Busy Buddy & Design	USA	3,100,199	06/06/06
Gnawhide	USA	3,474,007	07/22/08
Keep Your Pet Busy With Good Things To Chew!	USA	3,177,121	11/28/06
Spray Shield	USA	3,432,026	05/20/08
Wonder Walker	USA	3,374,208	01/22/08

TRADEMARK	COUNTRY	NUMBER	REGISTRATION DATE
Liver Biscotti	USA	3,426,165	05/13/08
Smart Bowl	USA	3,453,791	06/24/08
Clik Stik	USA	3,487,204	08/19/08
Hi.Q.	USA	3,482,027	08/05/08
Bristle Bone (supplemental register)	USA	3,542,199	12/02/08
SpraySense (supplemental register)	USA	3,659,557	07/21/09
MannersMinder	USA	3541317	12/02/08
Gentle Spray	USA	2762487	09/09/03
How Smart Is Your Dog?	USA	3357102	12/18/07
Fido's Favourites	USA	2779429	05/04/09

TRADEMARK APPLICATIONS:

TRADEMARK	COUNTRY	NUMBER	APPLICATION DATE
Barkstop	USA	77/447,881	04/14/08
Sk'Daddle	USA	77/447,870	04/14/08
Dental Buddy	USA	77/657,795	01/27/09
FunKitty	USA	77/670,249	02/13/09
Easy Walk	USA	77818152	09/02/09
Pogo	USA	77/913,214	1/12/10
Pogo Plush	USA	77/913,223	1/12/10
Linkables	USA	77/915544	1/20/10
Linkables (&design)	USA	77/915594	1/20/10