

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
ANIMAL SUPPLY COMPANY LLC		04/30/2010	LIMITED LIABILITY COMPANY: WASHINGTON
RETAIL SUCCESS SERVICES, LLC		04/30/2010	LIMITED LIABILITY COMPANY: WASHINGTON
RETAIL INDEPENDENCE, LLC		04/30/2010	LIMITED LIABILITY COMPANY: WASHINGTON

RECEIVING PARTY DATA

Name:	CHASE CAPITAL CORPORATION, as Administrative Agent
Street Address:	10 S. Dearborn, Mail Code IL 1-0401
Internal Address:	Attn: Head of Investment Management
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3685517	PETZOO
Registration Number:	3273808	NATURE'S CAFE
Registration Number:	3707188	PET SUPPLY LINK
Registration Number:	3710719	PET SUPPLY LINK
Registration Number:	3691319	ANIMAL SUPPLY CO. EST. 1987
Serial Number:	77670617	ANIMAL FOOD WAREHOUSE
Serial Number:	77021220	INTEGRITY
Serial Number:	77021233	INTEGRITY PET PRODUCTS

CORRESPONDENCE DATA

900161083

**TRADEMARK
 REEL: 004197 FRAME: 0264**

OP \$215.00 3685517

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.173
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/03/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2010, by ANIMAL SUPPLY COMPANY LLC, a Washington limited liability company ("Borrower"), RETAIL SUCCESS SERVICES, LLC, a Washington limited liability company ("Retail Success Services") and RETAIL INDEPENDENCE, LLC, a Washington limited liability company ("Retail Independence" and, together with Borrower and Retail Success Services, the "Grantors" or, individually, a "Grantor"), in favor of CHASE CAPITAL CORPORATION (the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Borrower, the other Loan Parties party thereto, the lenders from time to time party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to Borrower;

WHEREAS, the Lenders are willing to make the loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent that certain Pledge and Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"); and

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor is required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of the Lenders, a continuing security interest (junior only to the security interest granted in favor of First Lien Agent to secure the First Lien Debt to the extent the First Lien Debt is permitted pursuant to the Intercreditor Agreement) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any of its Trademarks (the "Trademark Licenses"), including those registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the

goodwill associated with any such Trademark or any Trademark licensed under a Trademark License; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for its benefit and the benefit of the Lenders, pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks. Without limiting any Grantor's obligations under this Section 4, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of Administrative Agent in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. INTERCREDITOR AGREEMENT. The lien created by this Trademark Security Agreement on the property described herein is junior and subordinate to the lien on such property created by any collateral document now or hereafter granted to First Lien Agent, and its successors and assigns, in such property, to the extent provided in the Intercreditor Agreement, as amended from time to time.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ANIMAL SUPPLY COMPANY LLC,
a Washington limited liability company

By: Randy Reber

Name: Randy Reber

Title: Secretary

RETAIL SUCCESS SERVICES, LLC,
a Washington limited liability company

By: Randy Reber

Name: Randy Reber

Title: Secretary

RETAIL INDEPENDENCE, LLC,
a Washington limited liability company


By: Randy Reber

Name: Randy Reber

Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CHASE CAPITAL CORPORATION,
as Administrative Agent



By: 
Name: W R FELKER
Title: CAO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[See attached]


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Name of Grantor	Mark	Registration Number	Registration Date
Retail Independence, LLC	 United States	3,685,517	9/22/2009
Retail Success Services, LLC	NATURE'S CAFE® United States	3,273,808	8/7/2007
Retail Success Services, LLC	PET SUPPLY LINK SM United States	3,710,719	11/10/2009
Retail Success Services, LLC	PET SUPPLY LINK TM United States	3,707,188	11/03/2009
Animal Supply Company LLC	Animal Supply Co. est 1987 & Design  Animal Supply Co. - est. 1987 - United States	3,691,319	10/6/2009

Animal Supply Company LLC	ANIMAL SUPPLY CO. Washington State Registration	53327	<u>5/11/2009</u>
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TRADEMARK APPLICATIONS

Name of Grantor	Mark	Application Number	Filing Date
Retail Independence, LLC	 United States	77/670,617	2/13/2009
Retail Success Services, LLC	INTEGRITY™ United States	77/021,220	10/13/2006
Retail Success Services, LLC	INTEGRITY PET PRODUCTS™ United States	77/021,233	10/13/2006
Animal Supply Company LLC	MY DOG SPOT United States	77/227,368	7/11/2007
Animal Supply Company LLC	dee•O•gee United States	77/727,575	5/1/2009
Animal Supply Company LLC	CEEATEE United States	77/719,756	4/22/2009
Animal Supply Company LLC	WHEAT SAND United States	77/767,773	6/25/2009