# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement (Senior Subordinated Debt) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Gimborn Pet Specialties LLC | | 10/20/2010 | LIMITED LIABILITY COMPANY: OHIO |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Fifth Third Bank |
| Street Address: | 38 Fountain Square Plaza, MD 109047 |
| Internal Address: | Attn: Mezzanine Finance Group |
| City: | Cincinnati |
| State/Country: | OHIO |
| Postal Code: | 45263 |
| Entity Type: | Banking Corporation: OHIO |

PROPERTY NUMBERS Total: 48

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2736104 | ARC |
| Registration Number: | 2739746 | ARC LABORATORIES |
| Registration Number: | 1282964 | AVI.VITE |
| Registration Number: | 1333955 | BIRD CAGE DEFENDER |
| Registration Number: | 1088490 | CAPTAIN CAT |
| Registration Number: | 1825353 | CAT A'BOUT |
| Registration Number: | 2604849 | |
| Registration Number: | 1881570 | CAT GRASS PLUS |
| Registration Number: | 2777628 | CATNIP PLUS |
| Registration Number: | 2507651 | CENTER CUT |
| Registration Number: | 1900057 | CHERISHES |
| Registration Number: | 1710765 | COMBONE |
| Registration Number: | 2781167 | |

CH $1215.00 2736104

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|---|---|---|
| Registration Number: | 1938319 | EYE CLEAR |
| Registration Number: | 2827039 | FEATHER GLO |
| Registration Number: | 1094924 | FEATHER GLO |
| Registration Number: | 2135797 | FLUFF-A-BED |
| Registration Number: | 1855800 | GOURMET PET |
| Registration Number: | 3102464 | GRASS GEL |
| Registration Number: | 3126116 | HOT SPOT |
| Registration Number: | 2514851 | KATCHEEZE |
| Registration Number: | 3273947 | K-P |
| Registration Number: | 1278588 | KWIK-STOP |
| Registration Number: | 3281517 | KWIK-STOP |
| Registration Number: | 2004608 | NURTURES |
| Registration Number: | 1891614 | NUTRIGEL |
| Registration Number: | 1237962 | OTICARE B |
| Registration Number: | 1248098 | OTICLEAN A |
| Registration Number: | 1818706 | OTI-CLENS |
| Registration Number: | 2144272 | PRO-TREAT |
| Serial Number: | 77950310 | PRO-TREAT RAW NATURALS |
| Registration Number: | 2600772 | |
| Serial Number: | 85127210 | QUIKKLOT |
| Registration Number: | 2690797 | R-7 |
| Registration Number: | 2690796 | R-7 |
| Registration Number: | 1134961 | R-7 |
| Serial Number: | 77950320 | RAW SCIENCE |
| Registration Number: | 1184733 | REDI |
| Registration Number: | 2542089 | RICH HEALTH |
| Registration Number: | 1963253 | RICH HEALTH |
| Registration Number: | 1075354 | SCALEX |
| Registration Number: | 2816855 | SMALL ANIMAL GRASS PLUS |
| Registration Number: | 2901379 | THE ORIGINAL FREEZE DRIED TRAINING TREAT |
| Registration Number: | 0328847 | VIONATE |
| Registration Number: | 1444796 | VITAL NUTRITION |
| Registration Number: | 1767816 | WONDER COAT |
| Registration Number: | 1204219 | WONDER COAT |
| Registration Number: | 2316530 | WOWSERS |

CORRESPONDENCE DATA


| | |
|---|---|
| Fax Number: | (202)533-9099 |
| *Correspondence will be sent via US Mail when the fax attempt is unsuccessful.* | |
| Phone: | 202-467-8856 |
| Email: | iplaw@vorys.com, rsdonnell@vorys.com, behogue@vorys.com, jspiantanida@vorys.com |
| Correspondent Name: | Vorys, Sater, Seymour and Pease LLP |
| Address Line 1: | 1909 K Street NW -- 9th Floor |
| Address Line 2: | Attn: Richard S. Donnell, Esq. |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20006 |


| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 5252-697/1707/TSAGIMBORN |
| NAME OF SUBMITTER: | Richard S. Donnell |
| Signature: | /Richard Donnell/ |
| Date: | 10/28/2010 |

Total Attachments: 15
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EXECUTION VERSION

**A FIFTH THIRD BANCORP BANK**

# TRADEMARK SECURITY AGREEMENT

(Senior Subordinated Debt)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 20, 2010 (the "Effective Date"), is entered into by and between **GIMBORN PET SPECIALTIES LLC**, an Ohio limited liability company ("Debtor"), whose principal place of business and mailing address is 2425 West Dorothy Lane, Moraine, Ohio 45439, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

**1. SECURED OBLIGATIONS:** The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Senior Subordinated Credit Agreement dated of even date herewith by and among Lender, Debtor and the other parties thereto (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

**2. TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

**3. DEFINITIONS:** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

**4. LICENSES:**

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") without the prior written consent of Secured Party, which consent may be granted or withheld by Secured Party in accordance with this Section 4(a), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b). Secured Party shall not withhold its consent to a Trademark License if: (i) such Trademark License is reasonably necessary or appropriate in the ordinary course of Debtor's business and (ii) no Event of Default has occurred and is continuing.

(b) If an Event of Default has occurred and is continuing, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver notice to Debtor and to each licensee under a Trademark License terminating the Trademark Licenses, whereupon: (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately revest with the licensees on the cessation of such Event of Default, subject to the terms of this Agreement.

**5. REPRESENTATIONS AND WARRANTIES:**

To induce Lender to make the Loan and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are, and will continue throughout the term of the Credit Agreement to be, true:

(a) Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise have the right to grant a security interest in the Trademark Collateral, in each case free from any Lien or license except (i) for the security interest hereby granted or as otherwise disclosed on



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Schedule I, (ii) to the extent, if any, of Permitted Liens, and (iii) to the extent of any license expressly permitted by this Agreement;

(b) Set forth in Schedule I is a complete and accurate list of all federally registered Trademarks and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, each Trademark is subsisting and has not been adjudged invalid, unregisterable or unenforceable, in whole or in part, and, to Debtor's Knowledge, each application for any Trademark is valid, registered or registerable and enforceable. There have been no prior uses of any item of the Trademark Collateral, to Debtor's Knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor's Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as expressly permitted by Section 4(a) or as otherwise disclosed on Schedule I;

(e) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark;

(f) The Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's Knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, could reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

**6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:** Until the Obligations are fully paid, performed and satisfied (exclusive of any contingent obligations for indemnification for which Lender has not given notice of a claim thereof against Debtor) and this Agreement is terminated:

(a) Debtor will furnish to Secured Party upon Secured Party's request a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;



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(b) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks which are not now identified in Schedule I: (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless, in each case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business;

(d) Debtor will notify Secured Party immediately in writing (i) of any information which Debtor has received, or of which Debtor otherwise has Knowledge, which could reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto and (ii) when Debtor has Knowledge (A) that any item of the Trademark Collateral material to its business may become abandoned or dedicated; (B) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Secured Party should Debtor have Knowledge that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;



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(f) Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral except as expressly permitted by this Agreement or the Credit Agreement; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that could reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business; and

(h) Debtor will pay all expenses and reasonable attorneys' fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

(i) Notwithstanding anything to the contrary herein, until the FTSFG Senior Debt has been paid in full and the FTSFG Senior Debt Credit Agreement has terminated, so long as (i) FTSFG is an Affiliate of Lender and (ii) no Event of Default shall have occurred and be continuing:

(A) Any provision hereof that requires Debtor to (1) deliver any Trademark Collateral to Lender or (2) provide Lender with control (within the meaning of the Uniform Commercial Code) over such Trademark Collateral may be satisfied by (x) the delivery of such Trademark Collateral by Debtor to FTSFG under the FTSFG Senior Debt Documents and (y) providing that FTSFG be provided with such control with respect to such Trademark Collateral of Debtor; and

(B) Any notice required to be delivered by Debtor to Secured Party under this Section 6 shall be deemed timely delivered if such notice is timely delivered by Debtor to FTSFG under Section 6 of the applicable Trademark Security Agreement (as such term is defined in the FTSFG Senior Debt Credit Agreement) between Debtor and FTSFG.

**7. POWER OF ATTORNEY:** Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement. Debtor specifically authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the



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collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

**8. DEFAULT:**

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor except as expressly provided in the Credit Agreement or the other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will, after payment in full of all Obligations, be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.



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(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

## 9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTSFG Senior Debt Documents, all of which will remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or



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to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Secured Party shall have no duty of care with respect to the Trademark Collateral except that Secured Party shall exercise reasonable care with respect to the Trademark Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the applicable Security Agreement or Secured Party's rights or remedies respecting such "Collateral". Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or



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inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will terminate ("Termination") on the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor). Upon such Termination, Secured Party will, upon Debtor's request, execute and deliver to Debtor a release of its Liens on the Trademark Collateral granted pursuant to this Agreement or similar instrument of re-conveyance prepared by Secured Party and deliver UCC termination statements with respect to its Liens on the Trademark Collateral granted pursuant to this Agreement.

[*Signature Page Follows*]



**TRADEMARK**
**REEL: 004306 FRAME: 0229**

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**GIMBORN PET SPECIALTIES LLC**

By: Patricia Weimer
Patricia Weimer, Chief Financial Officer

**FIFTH THIRD BANK**

By: _____
Harrison S. Mullin, Vice President

STATE OF OHIO,
COUNTY OF MONTGOMERY, SS:

The foregoing instrument was acknowledged before me this 19th day of October, 2010, by Patricia Weimer, the Chief Financial Officer of Gimborn Pet Specialties LLC, an Ohio limited liability company, on behalf of such limited liability company.

Notary Public

My commission expires: JAN 27, 2011

NOTARY PUBLIC STATE OF OHIO

LISA J. ERNST, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 27, 2011

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT – GIMBORN
(Senior Subordinated Debt)

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**GIMBORN PET SPECIALTIES LLC**

By:_____
Patricia Weimer, Chief Financial Officer

**FIFTH THIRD BANK**

By: _____
Harrison S. Mullin, Vice President

STATE OF OHIO,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this _____ day of October, 2010, by Patricia Weimer, the Chief Financial Officer of Gimborn Pet Specialties LLC, an Ohio limited liability company, on behalf of such limited liability company.

_____
Notary Public

My commission expires: _____

# SCHEDULE I

## TRADEMARKS

### Registered U.S. Trademarks

| MARK | SERIAL NO. | REG. NO. | LIENS[1] |
|---|---|---|---|
| ARC | 76/377,547 | 2,736,104 | None |
| ARC LABORATORIES and Design | 76/377,546 | 2,739,746 | None |
| AVI.VITE | 73/360,113 | 1,282,964 | None |
| BIRD CAGE DEFENDER | 73/498,409 | 1,333,955 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999<br>Assignor: Gimborn Pet Specialties, LLC<br>Assignee: General Electric Capital Corporation<br>Attn: Gimborn Pet Specialties, LLC, Account Manager<br>101 South Main Street, Suite 402<br>North Carolina 27260<br>Entity Type: Corporation<br>Citizenship: New York |
| CAPTAIN CAT | 73/111,675 | 1,088,490 | None |
| CAT A'BOUT | 74/405,874 | 1,825,353 | None |
| Cat Design | 76/347,147 | 2,604,849 | None |
| CAT GRASS PLUS | 74/402,314 | 1,881,570 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999<br>Assignor: Gimborn Pet Specialties, LLC<br>Assignee: General Electric Capital Corporation<br>Attn: Gimborn Pet Specialties, LLC, Account Manager<br>101 South Main Street, Suite 402<br>North Carolina 27260<br>Entity Type: Corporation<br>Citizenship: New York |
| CATNIP PLUS | 76/460,402 | 2,777,628 | None |
| CENTER CUT | 75/701,792 | 2,507,651 | None |
| CHERISHES | 74/402,316 | 1,900,057 | None |
| COMBONE | 74/071,070 | 1,710,765 | None |
| Dog Label Design | 76/276,609 | 2,781,167 | None |
| EYE CLEAR | 74/585,426 | 1,938,319 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999 |

[1] The Liens in favor of General Electric Capital Corporation are to be released within 30 days after the Closing Date.

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| FEATHER GLO | 76/434,413 | 2,827,039 | None |
| FEATHER GLO | 73/123,628 | 1,094,924 | None |
| FLUFF-A-BED | 75/245,415 | 2,135,797 | None |
| GOURMET PET | 74/454,399 | 1,855,800 | None |
| GRASS GEL | 78/645,405 | 3,102,464 | None |
| HOT SPOT AND Design | 78/615,865 | 3,126,116 | None |
| KATCHEEZE | 76/140,471 | 2,514,851 | None |
| K-P | 77/026,888 | 3,273,947 | None |
| KWIK-STOP | 73/257,873 | 1,278,588 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999<br>Assignor: Gimborn Pet Specialties, LLC<br>Assignee: General Electric Capital Corporation<br>Attn: Gimborn Pet Specialties, LLC, Account Manager<br>101 South Main Street, Suite 402<br>North Carolina 27260<br>Entity Type: Corporation<br>Citizenship: New York |
| KWIK-STOP and Design | 77/021,976 | 3,281,517 | None |
| NURTURES | 74/402,317 | 2,004,608 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999<br>Assignor: Gimborn Pet Specialties, LLC<br>Assignee: General Electric Capital Corporation<br>Attn: Gimborn Pet Specialties, LLC, Account Manager<br>101 South Main Street, Suite 402<br>North Carolina 27260<br>Entity Type: Corporation<br>Citizenship: New York |
| NUTRIGEL | 74/402,318 | 1,891,614 | None |
| OTICARE B | 73/258,238 | 1,237,962 | None |
| OTICLEAN A | 73/258,239 | 1,248,098 | None |
| OTI-CLENS | 74/352,236 | 1,818,706 | None |
| PRO-TREAT | 75/201,129 | 2,144,272 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999 |

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| PRO-TREAT RAW NATURALS | 77/950,310 | Pending | None |
| Purple, Teal and Gold Label Design | 76/256,374 | 2,600,772 | None |
| QUIKKLOT | 85/127,210 | Pending | None |
| R-7 | 76/415,820 | 2,690,797 | None |
| R-7 and Design | 76/415,819 | 2,690,796 | None |
| R-7 and Design | 73/191,505 | 1,134,961 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999<br>Assignor: Gimborn Pet Specialties, LLC<br>Assignee: General Electric Capital Corporation<br>Attn: Gimborn Pet Specialties, LLC, Account Manager<br>101 South Main Street, Suite 402<br>North Carolina 27260<br>Entity Type: Corporation<br>Citizenship: New York |
| RAW SCIENCE | 77/950,320 | Pending | None |
| REDI | 73/267,015 | 1,184,733 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999<br>Assignor: Gimborn Pet Specialties, LLC<br>Assignee: General Electric Capital Corporation<br>Attn: Gimborn Pet Specialties, LLC, Account Manager<br>101 South Main Street, Suite 402<br>North Carolina 27260<br>Entity Type: Corporation<br>Citizenship: New York |
| RICH HEALTH | 75/646,315 | 2,542,089 | None |
| RICH HEALTH | 74/657,685 | 1,963,253 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999<br>Assignor: Gimborn Pet Specialties, LLC<br>Assignee: General Electric Capital Corporation |

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| SCALEX | 73/093,446 | 1,075,354 | None |
| SMALL ANIMAL GRASS PLUS | 76/509,450 | 2,816,855 | None |
| THE ORIGINAL FREEZE DRIED TRAINING TREAT | 76/553,948 | 2,901,379 | None |
| VIONATE | 71/362,328 | 328,847 | **Security Agreement**<br>Reel/Frame: 1954/0818<br>Exec Dt: 07/19/1999<br>Recorded: 08/30/1999<br>Assignor: Gimborn Pet Specialties, LLC<br>Assignee: General Electric Capital Corporation<br>Attn: Gimborn Pet Specialties, LLC, Account Manager<br>101 South Main Street, Suite 402<br>North Carolina 27260<br>Entity Type: Corporation<br>Citizenship: New York |
| VITAL NUTRITION | 73/607,731 | 1,444,796 | None |
| WONDER COAT | 74/145,213 | 1,767,816 | None |
| WONDER COAT | 73/257,899 | 1,204,219 | None |
| WOWSERS | 75/629,585 | 2,316,530 | None |

**Common-law Trade Names and Trademarks**

None.

**Trademark Licenses**

License Agreement dated May 1, 1997 by and among H. von Gimborn, GmbH, Gimborn US, Inc. and Sunshine Mills, Inc.