

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

11-01-2010



103610221

**RECORDATION FORM COVER
TRADEMARKS OF**

To the Director of the U. S. Patent and Trademark Office; Please record the attached document.

10.26.10

1. Name of conveying party(ies):

Gimborn Pet Specialties, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other limited liability company

Citizenship (see guidelines) Ohio

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 20, 2010

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Audubon Capital SBIC, L.P., as Collateral Agent

Internal _____

Address: _____

Street Address: 217 N. Columbia Street

City: Covington

State: LA

Country: USA Zip: 70433

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2736104

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mary Messina, c/o Phelps Dunbar, L.L.P.

Internal Address: _____

Street Address: _____

365 Canal Street, Suite 2000

City: New Orleans

State: LA Zip: 70130

Phone Number: 504-566-1311, ext. 1156

Fax Number: 504-568-9130

Email Address: mary.messina@phelps.com

6. Total number of applications and registrations involved:

48

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

11/01/2010 KNGUYEN1 00000012 2736104

01 FC:8521
02 FC:8522

10/20/10 Date

48.00
1175.00

9. Signature:

Mary Messina
Signature

MARY MESSINA

Name of Person Signing



Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450


SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT
DATED AS OF OCTOBER 20, 2010
BETWEEN
GIMBORN PET SPECIALTIES LLC
AND
AUDUBON CAPITAL SBIC, L.P., AS COLLATERAL AGENT

FEDERALLY REGISTERED TRADEMARKS

MarkNumberCountry

Trademark	Country	Status	Listed Owner*	Serial No.	Filing Date	Reg. No.	Reg. Date
ARC	United States	REGISTERED	Gimborn Pet Specialties, LLC	76377547	1-Mar-02	2736104	15-Jul-03
ARC LABORATORIES & Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76377546	1-Mar-02	2739746	22-Jul-03
AVI.VITE	United States	REGISTERED	Gimborn Pet Specialties, LLC	73360113	16-Apr-82	1282964	26-Jun-84
AVI-VITE	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82256600	9-Sep-96	TMA479357	1-Aug-97
BIRD CAGE DEFENDER	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82256700	9-Sep-96	TMA480059	11-Aug-97
BIRD CAGE DEFENDER	United States	REGISTERED	Gimborn Pet Specialties, LLC	73498409	10-Sep-84	1333955	7-May-85
CAGE CRITTERS	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82175400	28-Aug-96	TMA488108	22-Jan-98
CAPTAIN CAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	73111675	6-Jan-77	1088490	4-Apr-78
CAT A'BOUT	United States	REGISTERED	Gimborn Pet Specialties, LLC	74405674	23-Jun-93	1825353	8-Mar-94
Cat Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76347147	11-Dec-01	2604849	6-Aug-02
CAT PLUS GRASS	United States	REGISTERED	Gimborn Pet Specialties, LLC	74402314	15-Jun-93	1881570	28-Feb-95




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Trademark	Country	Status	Listed Owner*	Serial No.	Filing Date	Reg. No.	Reg. Date
CATNIP PLUS	United States	REGISTERED	Gimbom Pet Specialties, LLC	76460402	15-Oct-02	2777628	28-Oct-03
CENTER CUT	United States	REGISTERED	Gimbom Pet Specialties, LLC	75701792	6-May-99	2507651	13-Nov-01
CHERISHES	Canada	REGISTERED	Gimbom and Gimbom Pet Specialties, LLC	82797600	6-Nov-96	TMA481044	20-Aug-97
CHERISHES	United States	REGISTERED	Gimbom Pet Specialties, LLC	74402316	15-Jun-93	1900057	13-Jun-95
COMBONE	United States	REGISTERED	Gimbom Pet Specialties, LLC	74071070	20-Jun-90	1710765	25-Aug-92
EYE CLEAR	United States	REGISTERED	Gimbom Pet Specialties, LLC	74585426	13-Oct-94	1938319	28-Nov-95
FEATHER GLO	Canada	REGISTERED	Gimbom and Gimbom Pet Specialties, LLC	82256500	9-Sep-96	TMA486364	26-Nov-97
FEATHER GLO	United States	REGISTERED	Gimbom Pet Specialties, LLC	76434413	24-Jul-02	2827039	30-Mar-04
FEATHER GLO (Stylized)	United States	REGISTERED	Gimbom Pet Specialties, LLC	73123628	21-Apr-77	1094924	4-Jul-78
FLUFF-A-BED	United States	REGISTERED	Gimbom Pet Specialties, LLC	75245415	21-Feb-97	2135797	10-Feb-98
GOURMET PET	United States	REGISTERED	Gimbom Pet Specialties, LLC	74454399	2-Nov-93	1855800	27-Sep-94
GRASS GEL	United States	REGISTERED	Gimbom Pet Specialties, LLC	78645405	7-Jun-05	3102464	6-Jun-06
HOT SPOT & Design 	United States	REGISTERED	Gimbom Pet Specialties, LLC	78615865	25-Apr-05	3126116	8-Aug-06
KATCHEEZE	Canada	REGISTERED	Gimbom and Gimbom Pet Specialties, LLC	82797500	28-Nov-96	TMA481043	20-Aug-97
KATCHEEZE	United States	REGISTERED	Gimbom Pet Specialties, LLC	76140471	4-Oct-00	2514851	4-Dec-01
K-P	United States	REGISTERED	Gimbom Pet Specialties, LLC	77026888	23-Oct-06	3273947	7-Aug-07
KWIK STOP	Canada	REGISTERED	Gimbom Pet Specialties, LLC	126096700	13-Jun-05	TMA691044	28-Jun-07
KWIK-STOP	Japan	REGISTERED	Gimbom Pet Specialties, LLC	S58-102008	28-Oct-83	1879671	30-Jul-86

Schedule A - Page 2

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TRADEMARK
REEL: 004307 FRAME: 0932

Trademark	Country	Status	Listed Owner*	Serial No.	Filing Date	Reg. No.	Reg. Date
KWIK-STOP	United States	REGISTERED	Gimborn Pet Specialties, LLC	73257873	14-Apr-80	1278588	22-May-84
Kwik Stop & Design	Canada	REGISTERED	Gimborn Pet Specialties, LLC	134354100	16-Apr-07	TMA708805	29-Feb-08
KWIK STOP & Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	77021976	16-Oct-06	3281517	21-Aug-07
NURTURES	United States	REGISTERED	Gimborn Pet Specialties, LLC	74402317	15-Jun-93	2004608	1-Oct-96
NUTRIGEL	United States	REGISTERED	Gimborn Pet Specialties, LLC	74402318	15-Jun-93	1891614	25-Apr-95
OTI-CLENS	United States	REGISTERED	Gimborn Pet Specialties, LLC	74352236	25-Jan-93	1818706	1-Feb-94
OTICARE B	United States	REGISTERED	Gimborn Pet Specialties, LLC	73258238	15-Apr-80	1237962	17-May-83
OTICLEAN A	United States	REGISTERED	Gimborn Pet Specialties, LLC	73258239	15-Apr-80	1248098	16-Aug-83
Pro Treat Label Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76256374	14-May-01	2600772	30-Jul-02
Pro Treat Label Design with Dogs 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76276609	26-Jun-01	2781167	11-Nov-03
PRO-TREAT	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82797300	6-Nov-96	TMA492573	7-Apr-98
PRO-TREAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	75201129	6-Nov-96	2144272	17-Mar-98
PRO-TREAT RAW NATURALS	United States	PUBLISHED	Gimborn Pet Specialties, LLC	77950310	4-Mar-10		
QUIK KLOT	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	81154800	2-May-96	TMA488853	30-Jan-98
QUIKKLOT	United States	NEWLY FILED APPLICATION	Gimborn Pet Specialties, LLC	85127210	10-Sep-10		
R-7	United States	REGISTERED	Gimborn Pet Specialties, LLC	76415820	30-May-02	2890797	25-Feb-03

Trademark	Country	Status	Listed Owner*	Serial No.	Filing Date	Reg. No.	Reg. Date
R-7 & Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	73191505	30-Oct-78	1134961	13-May-80
R-7 & Design 	United States	REGISTERED	Gimborn Pet Specialties, LLC	76415819	30-May-02	2690796	25-Feb-03
RAW SCIENCE	United States	PUBLISHED	Gimborn Pet Specialties, LLC	77950320	4-Mar-10		
REDI	United States	REGISTERED	Gimborn Pet Specialties, LLC	73267015	19-Jun-80	1184733	5-Jan-82
RICH HEALTH	Japan	REGISTERED	Gimborn Pet Specialties, LLC	S57-037450	4-May-82	2356828	29-Nov-91
RICH HEALTH	United States	REGISTERED	Gimborn Pet Specialties, LLC	74657685	7-Apr-95	1963253	19-Mar-96
RICH HEALTH	United States	REGISTERED	Gimborn Pet Specialties, LLC	75646315	23-Feb-99	2542089	26-Feb-02
SCALEX	Canada	REGISTERED	Gimborn and Gimborn Pet Specialties, LLC	82256400	9-Sep-96	TMA486201	25-Nov-97
SCALEX	United States	REGISTERED	Gimborn Pet Specialties, LLC	73093446	14-Jul-76	1075354	18-Oct-77
SMALL ANIMAL GRASS PLUS	United States	REGISTERED	Gimborn Pet Specialties, LLC	76509450	24-Apr-03	2816855	24-Feb-04
THE ORIGINAL FREEZE DRIED TRAINING TREAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	76553948	22-Oct-03	2901379	9-Nov-04
VIONATE	United States	REGISTERED	Gimborn Pet Specialties, LLC	71362328	9-Mar-35	328847	8-Oct-35
VITAL NUTRITION	United States	REGISTERED	Gimborn Pet Specialties, LLC	73607731	3-Jul-86	1444796	30-Jun-87
WONDER COAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	74145213	7-Mar-91	1767816	27-Apr-93
WONDER COAT (stylized) WONDER COAT	United States	REGISTERED	Gimborn Pet Specialties, LLC	73257899	14-Apr-80	1204219	10-Aug-82
WOWSERS	United States	REGISTERED	Gimborn Pet Specialties, LLC	75629585	28-Jan-99	2316530	8-Feb-00

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of the 20th day of October, 2010, by and between:

GIMBORN PET SPECIALTIES LLC, an Ohio limited liability company, with a place of business located at 2425 W. Dorothy Lane, Dayton, Ohio 45439 (the "Debtor"); and

AUDUBON CAPITAL SBIC, L.P., a Delaware limited partnership, with a place of business located at 217 N. Columbia Street, Covington, Louisiana 70433, as collateral agent for the ratable benefit of the Purchasers (hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "Secured Party");

WITNESSETH:

WHEREAS, MiracleCorp Products (the "Company"), an Ohio corporation and the parent company of Debtor, is or will be indebted to the Purchasers for a loan or loans made or to be made from time to time pursuant to the terms of a Debenture and Preferred Stock Purchase Agreement dated as of October 31, 2005 among the Company, the purchasers of the debentures thereunder (together with their respective successors and assigns, the "Purchasers"), certain other parties as holder of certain preferred stock of the Company, and the Secured Party, as amended by Amendment No. 1 to Debenture and Preferred Stock Purchase Agreement dated as of June 19, 2006, Amendment No. 2 to Debenture and Preferred Stock Purchase Agreement dated as of March 23, 2007, Amendment No. 3 to Debenture and Preferred Stock Purchase Agreement dated as of February 15, 2008, Amendment No. 4 to Debenture and Preferred Stock Purchase Agreement dated as of April 10, 2008, Amendment No. 5 to Debenture and Preferred Stock Purchase Agreement dated as of January 31, 2010, and Amendment No. 6 to Debenture and Preferred Stock Purchase Agreement dated of even date herewith (as so amended, and as it may be further amended, modified, supplemented or restated from time to time, the "Purchase Agreement");

WHEREAS, Debtor has executed a Joinder Agreement dated as of even date herewith among the Company, Debtor and GPS Group, LLC, a Georgia limited liability company, in favor of the Purchasers, the holders of certain preferred stock of the Company and the Secured Party, pursuant to which Debtor has agreed to be bound by all of the terms and provisions of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Debtor has executed a Guaranty Agreement dated of even date herewith (as amended, modified, supplemented or restated from time to time, the "Guaranty") in favor of the Purchasers and the Secured Party pursuant to which the Debtor has guaranteed the payment and performance of all of the Secured Obligations (hereinafter defined) of the Company to the Purchasers and the Secured Party pursuant to the Purchase Agreement;

WHEREAS, the Debtor is using the trademarks and/or services marks, and is the owner of the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office and the Japan Patent Office registrations which have been obtained (or are being applied for by the Debtor), listed on Schedule A attached hereto (collectively the "Trademarks");

WHEREAS, pursuant to a Security Agreement dated of even date herewith between the Debtor and the Secured Party (as it may from time to time be amended, modified, supplemented or restated, the "Security Agreement"), the Debtor has granted the Secured Party, for the ratable benefit of the Purchasers, a security interest in the Trademarks and in all assets relating to and deriving from the Trademarks on the terms and conditions set forth in the Security Agreement;

WHEREAS, the Purchase Agreement requires that the Debtor shall execute and deliver this Agreement; and

WHEREAS, all capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the parties hereto hereby agree as follows:

1. The Debtor hereby assigns, conveys and transfers unto the Secured Party, for the ratable benefit of the Purchasers, on the terms and conditions contained in the Security Agreement, which are incorporated herein and made a part hereof, and as additional security for the payment and performance by the Debtor of the Secured Obligations (as defined in the Security Agreement), a lien upon all of the Debtor's right, title and interest in, to and under the Trademarks, and the registrations and applications appurtenant thereto, and the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith.

2. The Debtor shall take all commercially reasonable action, under both statutory and common law, which may be necessary or useful to perfect title to the Trademarks, to maintain and/or defend the Trademarks including without limitation the defense of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Trademarks, bringing institution of actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks.

3. This Agreement shall terminate upon the full payment in cash of all of the Secured Obligations and, upon such termination, the Secured Party shall promptly execute and deliver to the Debtor, at the Debtor's expense, such documents or instruments as the Debtor may reasonably request in furtherance and in evidence of such termination, including all documents necessary for the release of the security interest of the Secured Party in the Trademarks and the recording thereof.

4. This Agreement shall be binding upon the Debtor, its successors and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

5. This Agreement may not be amended or modified except with the written consent of the Secured Party and the Debtor.

6. The Debtor will provide any additional documentation to support or confirm the security interest created under this Agreement.

7. Notwithstanding anything herein to the contrary, (i) the obligations evidenced by this Agreement are subordinated to the prior Payment in Full of the Senior Debt Obligations pursuant to, and to the extent provided in the Senior Debt Subordination Agreement, (ii) the liens and security interests granted to the Secured Party and the Purchasers herein are expressly subject and subordinate to the liens and security interests granted to the Senior Debt Holder under the Senior Debt Documents and (iii) the exercise of any right or remedy by the Secured Party and the Purchasers hereunder is subject to the limitations and provisions of the Senior Debt Subordination Agreement. In the event of any conflict between the terms of the Senior Debt Subordination Agreement and the terms of this Agreement, the terms of the Senior Debt Subordination Agreement shall govern.

In addition to the foregoing paragraph and notwithstanding anything herein to the contrary, (i) the obligations evidenced by this Agreement are subordinated to the prior Payment in Full of the Mezzanine Debt Obligations pursuant to, and to the extent provided in, the Mezzanine Debt Subordination Agreement, (ii) the liens and security interests granted to the Secured Party and the Purchasers herein are expressly subject and subordinate to the liens and security interests granted to the Mezzanine Debt Holder under the Mezzanine Debt Documents and (iii) the exercise of any right or remedy by the Secured Party or the Purchasers hereunder is subject to the limitations and provisions of the Mezzanine Debt Subordination Agreement. In the event of any conflict between the terms of the Mezzanine Debt Subordination Agreement and the terms of this Agreement, the terms of the Mezzanine Debt Subordination Agreement shall govern.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

GIMBORN PET SPECIALTIES LLC

By: Patricia Weimer
Name: Patricia Weimer
Title: Chief Financial Officer

AUDUBON CAPITAL SBIC, L.P., as
Collateral Agent

By Audubon SBIC Partners, L.L.C., its
general partner

By: _____
Name: Robert N. Cowin
Title: Manager

Signature Page to Trademark Security Agreement (Gimborn Pet Specialties LLC)

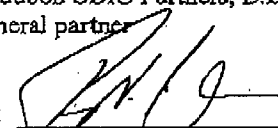
IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

GIMBORN PET SPECIALTIES LLC

By: _____
Name: Patricia Weimer
Title: Chief Financial Officer

AUDUBON CAPITAL SBIC, L.P., as
Collateral Agent

By Audubon SBIC Partners, L.L.C., its
general partner

By:  _____
Name: Robert N. Cowin
Title: Manager

Signature Page to Trademark Security Agreement (Gimborn Pet Specialties LLC)

ACKNOWLEDGMENT

STATE OF OHIO

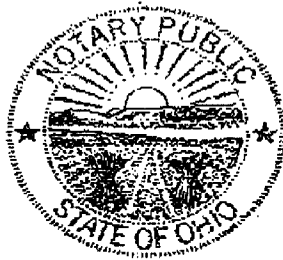
COUNTY OF MONTGOMERY

On this 19th day of October, 2010, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Patricia Weimer ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Chief Financial Officer of Gimborn Pet Specialties LLC, an Ohio limited liability company, who acknowledged that Appearer executed the foregoing instrument by authority of said limited liability company's member on behalf of and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of me, Notary, on the day and in the month and year hereinabove first written.

Patricia Weimer
Appearer: Patricia Weimer

[Signature]
Notary Public



LISA J. ERNEST, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 07, 2011

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