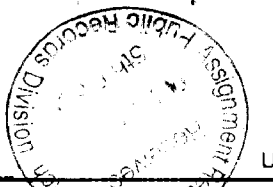


Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)



11-01-2010



103610222

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached docu.

A. 92.01

**1. Name of conveying party(ies):**

Hamilton Animal Products LLC

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

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
- Security Agreement
- Other
- Merger
- Change of Name

**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
- General Partnership
- Limited Partnership
- Corporation
- Other

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) 74/202,349

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:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number

Authorized User Name 11/01/2010 NGUYENI 00000011 74202349

**9. Signature:**

Mary Messina  
Signature

01 FC:8521 40.00 OP  
02 FC:8522 50.00 OP  
10/26/10 Date

Mary Messina

Name of Person Signing

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

8

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  
HAMILTON ANIMAL PRODUCTS LLC  
AND  
AUDUBON CAPITAL SBIC, L.P., AS COLLATERAL AGENT

FEDERALLY REGISTERED TRADEMARKS

<u>Mark</u>	<u>Number</u>	<u>Country</u>
H.P. Mugz	74/202,349	USA
Hamilton Prod. Foal, etc.	75/099,403	USA
Me Wow	78/338447	USA

TRADEMARK SECURITY AGREEMENT

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

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

AUDUBÓN 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 June 19, 2006 between the Company and Debtor 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 as of June 19, 2006 (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 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 as of June 19, 2006 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 FTMFG 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.

HAMILTON ANIMAL PRODUCTS 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

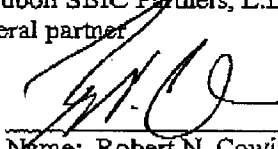
IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

HAMILTON ANIMAL PRODUCTS 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 (Hamilton Animal Products LLC)

ACKNOWLEDGMENT

STATE OF OHIO

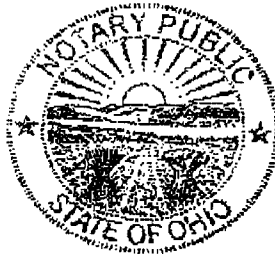
COUNTY OF MONTGOMERY

On this 20<sup>th</sup> day of October, 2010, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Patricia Weimer ("Apparar"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Chief Financial Officer of Hamilton Animal Products LLC, an Ohio limited liability company, who acknowledged that Apparar 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, Apparar has signed this acknowledgment in the presence of me, Notary, on the day and in the month and year hereinabove first written.

Patricia Weimer  
Apparar: Patricia Weimer

LSA  
Notary Public



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

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