# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Simmons Pet Food, Inc. | | 11/03/2010 | CORPORATION: ARKANSAS |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Well Fargo Bank |
| Street Address: | 7500 College Boulevard, Ste 350 |
| Internal Address: | MAC 25605-030 |
| City: | Overland Park |
| State/Country: | KANSAS |
| Postal Code: | 66210 |
| Entity Type: | National Association: UNITED STATES |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1712027 | STRONGHEART DOG FOOD |
| Registration Number: | 1699300 | KAM |
| Registration Number: | 1606610 | HUSKY |
| Registration Number: | 0702658 | KITTY |
| Registration Number: | 0702364 | POINTER |
| Registration Number: | 1626186 | VIGO |
| Registration Number: | 0304714 | VIGO |
| Registration Number: | 3314091 | HEALTHY BY DESIGN |
| Registration Number: | 2704822 | FIT & ACTIVE |
| Registration Number: | 3463169 | STRONGHEART |
| Registration Number: | 3441569 | HEALTHY BY DESIGN |

CH $290.00 1712027

CORRESPONDENCE DATA

Fax Number: (314)259-2020

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*


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|---|---|
| Phone: | 3142592000 |
| Email: | lori.bowen@bryancave.com |
| Correspondent Name: | Daniel A. Crowe |
| Address Line 1: | 211 North Broadway, Ste 3600 |
| Address Line 4: | St. Louis, MISSOURI 63102 |


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|---|---|
| ATTORNEY DOCKET NUMBER: | 0227876 |
| NAME OF SUBMITTER: | Daniel A. Crowe |
| Signature: | /Daniel A. Crowe/ |
| Date: | 11/15/2010 |

Total Attachments: 5
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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, SIMMONS PET FOOD, INC., an Arkansas corporation ("***Grantor***") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "***Grantee***"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Second Amended and Restated Security Agreement, dated as of November 3, 2010, among the Grantor, its affiliates and the Grantee (as amended and restated from time to time, the "***Security Agreement***"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "***Marks***") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "***Patents***") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[signature page to follow]*



TRADEMARK
REEL: 004418 FRAME: 0565

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement first above written.

**GRANTOR:**

**SIMMONS PET FOOD, INC.,**
an Arkansas corporation

By: _____
Print Name: Michael R. Jones
Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**
a national banking association,
as Administrative Agent

By: _____
Print Name: BRAD CONVEY
Title: AVP



TRADEMARK
REEL: 004418 FRAME: 0566

STATE OF Arkansas )
)
COUNTY OF Benton )

On this 3 day of November, 2010, before me personally came Michael R. Jones, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Simmons Pet Food, Inc., an Arkansas corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Rena Ann Davis
Notary Public

My Commission Expires

RENA ANN DAVIS
Benton County
Notary Public - Arkansas
My Commission Expires Aug 11, 2014

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2010, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is a _____ of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:_____



TRADEMARK
REEL: 004418 FRAME: 0567

## Schedule A - Trademarks

| Country | Trademark | Registration # | Issue Date | Owner |
|---|---|---|---|---|
| U.S. | Strongheart Dog Food | 1712027 | 9/1/1992 | Simmons Pet Food, Inc. |
| U.S. | KAM | 1699300 | 7/7/1992 | Simmons Pet Food, Inc. |
| U.S. | Husky | 1606610 | 7/17/1990 | Simmons Pet Food, Inc. |
| U.S. | Kitty | 0702658 | 8/9/1960 | Simmons Pet Food, Inc. |
| U.S. | Pointer | 0702364 | 8/2/1960 | Simmons Pet Food, Inc. |
| U.S. | Vigo | 1,626,186 | 12/4/1990 | Simmons Pet Food, Inc. |
| U.S. | Vigo | 0,304,714 | 7/18/1933 | Simmons Pet Food, Inc. |
| U.S. | Healthy by Design | 3,314,091 | 10/16/2007 | Simmons Pet Food, Inc. |
| U.S. | Fit & Active | 2,704,822 | 4/8/2003 | Simmons Pet Food, Inc. |
| U.S. | Strongheart | 3,463,169 | 7/8/2008 | Simmons Pet Food, Inc. |
| U.S. | Healthy by Design | 3,441,569 | 6/3/2008 | Simmons Pet Food, Inc. |



TRADEMARK
REEL: 004418 FRAME: 0568

## Schedule B - Patents

| Country | Patent Title | Patent #/ (Application #) | Issue Date/ (File Date) | Owner |
|---|---|---|---|---|
| | None | N/A | N/A | N/A |