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
Simmons Pet Food, Inc.		11/03/2010	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1445 Ross Ave., 2nd Floor
Internal Address:	As Collateral Agent
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	UNINC. 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: (202)756-9299

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

Phone:	212-701-3283
Email:	david.adams@thomsonreuters.com
Correspondent Name:	Maureen P. Murphy
Address Line 1:	80 Pine St
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	11/22/2010

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, as Collateral 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 Lien Collateral Agreement, dated as of November 3, 2010, among the Grantor, its affiliates and the Grantee (as amended from time to time, the "***Collateral 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 Collateral 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 (collectively, the "***Collateral***").

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 Collateral Agreement) of the Grantor and shall be effective as of the date of the Collateral Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Collateral 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 Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Notwithstanding anything herein to the contrary, this Grant of Security Interest shall be a second priority lien on and security interest in the Collateral and the exercise of any right or remedy by the Grantee hereunder is subject to the provisions of the Intercreditor Agreement, dated as of November 3, 2010 (as amended, modified, supplemented or replaced from time to time, the "***Intercreditor Agreement***"), between Wells Fargo Bank, National Association, as

First Lien Agent, and the Grantee, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Grant of Security Interest, the terms of the Intercreditor Agreement shall govern and control.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 30th day of November, 2010.

GRANTOR:

SIMMONS PET FOOD, INC.,
an Arkansas corporation

By: _____
Print Name: Michael R. Jones
Title: Executive Vice President, Chief Financial Officer and Corporate Secretary

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 3rd day of November, 2010.

GRANTOR:

_____,
a _____

By: _____
Print Name: _____
Title: _____

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: _____
Print Name: Patrick T. Giordano
Title: Vice President

11/02/2010 11:39AM (GMT-07:00)
TRADEMARK
REEL: 004420 FRAME: 0252

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	3441569	6/3/2008	Simmons Pet Food, Inc.

Schedule B - Patents

None.