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
Pro-Pet, L.L.C.		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Prudential Insurance Company of America
Street Address:	3350 Riverwood Parkway, Suite 1500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Mutual Insurance Company: NEW JERSEY

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1067355	BEST FEEDS
Registration Number:	1748761	DEMAND
Registration Number:	1602663	
Registration Number:	1605849	JOY
Registration Number:	1840781	QC+
Registration Number:	1840782	QUALITY CARE PLUS
Registration Number:	2785595	THE DOWN TO EARTH PET FOOD PEOPLE
Registration Number:	2990884	THE DOWN-TO-EARTH PET FOOD PEOPLE
Registration Number:	1522830	BIG RED
Registration Number:	1181410	BIG RED
Registration Number:	1277293	BUSTER
Registration Number:	1693792	GREAT GRAVY
Registration Number:	1026338	LI'L RED
Registration Number:	1522829	LI'L RED

CH $490.00 1067355

Registration Number:	1367991	PRO-PET
Registration Number:	2253782	RABBIT'S CHOICE
Registration Number:	1178393	SPUNKY
Registration Number:	1621519	DAINTY
Registration Number:	1405183	COUNTRY SQUIRE

CORRESPONDENCE DATA

Fax Number: (404)572-5128

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

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	02176-015120
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	12/27/2010

Total Attachments: 5

source=Pro-Pet TSA#page1.tif

source=Pro-Pet TSA#page2.tif

source=Pro-Pet TSA#page3.tif

source=Pro-Pet TSA#page4.tif

source=Pro-Pet TSA#page5.tif

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS)

December 23, 2010

WHEREAS, PRO-PET, L.L.C. (herein called "Grantor") owns certain Trademarks (as defined below); and

WHEREAS, Pro-Pet, L.L.C., a Delaware limited liability company (the "Borrower"), Pet Food Holdings, Inc., a Delaware corporation ("Holdings"), The Prudential Insurance Company of America, as Administrative Agent (in such capacity, the "Administrative Agent" or "Grantee"), and the lenders from time to time parties thereto have entered into a Credit Agreement, dated as of December 23, 2010 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 23, 2010 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair

the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark..

As used herein:

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION), EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

PRO-PET, L.L.C.

Name: Peter Cornetta
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged:

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,
as Administrative Agent

By: Billy Greer
Name: Billy Greer
Title: SVP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule 1

Trademarks

SERIAL. NO.	REG. NO.	MARK	COUNTRY
73080934	1067355	BEST FEEDS	United States
74275767	1748761	DEMAND	United States
73838522	1602663	DESIGN (two dogs over oval)	United States
73838544	1605849	JOY	United States
74438929	1840781	QC+	United States
74438953	1840782	QUALITY CARE PLUS	United States
76405701	2785595	THE DOWN TO EARTH PET FOOD PEOPLE	United States
76405676	2990884	THE DOWN TO EARTH PET FOOD PEOPLE and Design	United States
73730232	1522830	BIG RED	United States
73294465	1181410	BIG RED	United States
73383499	1277293	BUSTER	United States
74078531	1693792	GREAT GRAVY	United States
73042078	1026338	LI'L RED	United States
73730138	1522829	LI'L RED	United States
73535433	1367991	PRO-PET	United States
75521005	2253782	RABBIT'S CHOICE	United States
73275157	1178393	SPUNKY	United States
74015696	1621519	DAINTY	United States
73522044	1405183	COUNTRY SQUIRE	United States