

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America, as Administrative Agent		02/18/2011	Mutual Insurance Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Pro-Pet, L.L.C.		
Street Address:	1601 McKinley Road		
City:	St. Marys		
State/Country:	OHIO		
Postal Code:	45885		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1067355	BEST FEEDS	
Registration Number:	1605849	JOY	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

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TRADEMARK
 REEL: 004483 FRAME: 0918

Date:

02/22/2011

Total Attachments: 3

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**PARTIAL TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS PARTIAL TERMINATION AND RELEASE dated as of February 18, 2011, from The Prudential Insurance Company of America, as Administrative Agent (in such capacity, the "Agent"), for the Lenders (as defined in the Credit Agreement dated as of December 23, 2010 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") to Pro-Pet, L.L.C., a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement dated as of December 23, 2010, in favor of Agent (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by Grantor to Agent in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded against certain Trademarks in the United States Patent and Trademark Office, at Reel 4441 Frame 0134 on December 27, 2010; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in a portion of the Trademarks that make up the Trademark Collateral listed in the Trademark Security Agreement (the "Released Trademark Collateral");

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Released Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Released Trademark Collateral," as used herein, shall mean all of the right, title and interest of every kind and nature as of the date hereof in the trademarks referred to on Schedule 1 hereto, all goodwill or licenses associated therewith and all proceeds of the foregoing.

2. Release of Security Interest. Agent hereby terminates, releases and discharges the Security Interest in the Released Trademark Collateral, and any right, title or interest of Agent in such Released Trademark Collateral shall hereby cease and become void. The Trademark Security Agreement shall continue in full force and effect as to all other Trademark Collateral covered therein.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Released Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Partial Termination and Release by its duly authorized officer as of the date first above written.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Administrative Agent

By: Billy Greer *mt*
Name: Billy Greer
Title: Vice President

**SCHEDULE 1
TO
PARTIAL TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

Trademark	Matter No.	App. No.	Reg. No.	Status	Country	Date Filed	Reg. Date	Next Renewal Date	Owner	Goods
BEST FEEDS	17522-78134/	74159800	436458	Registered	Canada	11/18/1993	11/25/1994	11/25/2024	Pro-Pet, L.L.C.	dog food
BEST FEEDS	17522-78149/	243672	572770	Registered	Mexico	9/22/1995	3/24/1998	9/22/2015	Pro-Pet, L.L.C.	dog food
BEST FEEDS	17522-78142/		1067355	Registered	United States of America	3/19/1976	6/7/1977	6/7/2017	Pro-Pet, L.L.C.	dog food
JOY	17522-203664/		5361517	Registered	Japan	8/23/2007	10/15/2010	10/15/2020	Pro-Pet, L.L.C.	cat food, dog biscuits, bird food, and other animal foodstuffs
JOY	17522-78148/	243674	511947	Registered	Mexico	9/22/1995	11/30/1995	9/22/2015	Pro-Pet, L.L.C.	dog food
JOY	17522-78150/	243673	508045	Registered	Mexico	9/22/1995	10/25/1995	9/22/2015	Pro-Pet, L.L.C.	dog food
JOY	17522-209801/			Proposed	United States of America				Pro-Pet, L.L.C.	dog food
JOY	17522-78140/		1605849	Registered	United States of America	11/13/1989	7/10/1990	7/10/2020	Pro-Pet, L.L.C.	cat food
JOY (stylized)	17522-78136/	74158100	435421	Registered	Canada	11/18/1993	11/11/1994	11/11/2024	Pro-Pet, L.L.C.	dog food