

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
J.G.B. Distributing, Inc.		02/16/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3175318	GENTLE TOUCH	
Serial Number:	78247008	CANINE SOLUTIONS	
Serial Number:	78847010	PERFECT PET OBEDIENCE TRAINING	
Serial Number:	78375092	WELOVEDOGS	
Serial Number:	78375156	PET AMERICA RX	
Serial Number:	78375141	PET PHARMACY RX	
Serial Number:	78375150	PETSRIPT RX	
Serial Number:	78375126	PREFERRED PET RX	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		

CH \$215.00 3175318

900185534

**TRADEMARK
 REEL: 004490 FRAME: 0169**

Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1639186
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/02/2011

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 16th day of February, 2011, J.G.B. Distributing, Inc., an Ohio corporation ("*Debtor*") with its principal place of business and mailing address at 10427 Electric Ave, Knoxville, TN 37932, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Amended and Restated Security Agreement dated as of October 28, 2010 between Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, supplemented, or restated from time to time (the "*Security Agreement*").

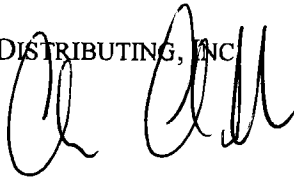
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

J.G.B. DISTRIBUTING, INC

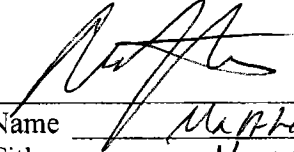
By


Name: Chris Chandler

Title: Secretary and Treasurer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By 
Name Matthew Cannon
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK REGISTRATIONS:

<u>TRADEMARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>	<u>NUMBER</u>	<u>REGISTRATION DATE</u>
GENTLE TOUCH	J.G.B. Distributing, Inc.	USA	78/597,531	3/29/2005	3175318	11/21/2006

TRADEMARK APPLICATIONS:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>NUMBER</u>	<u>APPLICATION DATE</u>
CANINE SOLUTIONS (ABANDONED)	USA	78/247,008	5/7/2003
PERFECT PET OBEDIENCE TRAINING (ABANDONED)	USA	78/847,010	3/27/2006
WELOVEDOGS (ABANDONED)	USA	78/375,092	2/27/2004
PET AMERICA RX (ABANDONED)	USA	78/375,156	2/27/2004
PET PHARMACY RX (ABANDONED)	USA	78/375,141	2/27/2004
PETSCRIPT RX (ABANDONED)	USA	78/375,150	2/27/2004
PREFERRED PET RX (ABANDONED)	USA	78/375,126	2/27/2004