

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
NV Acquisition, LLC, to become known as Nutri-Vet, LLC		08/12/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Capital Corporation		
Street Address:	100 King Street West, 11th Floor		
Internal Address:	First Canadian Place		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3295209	GRASS GUARD	
Registration Number:	2490982	CALMATOL	
Registration Number:	2536805	GREEN GRASS	
Registration Number:	2875008	TREATS WITH A PURPOSE	
Registration Number:	2875007	URI-EASE	
Registration Number:	2515526	THE FUTURE OF PET NUTRITION	
Registration Number:	3843052	V PRO	
Registration Number:	3848820	NUTRI-VET EYE RINSE	
Registration Number:	3467572	PET-EASE	
Registration Number:	3522139	NASTY HABIT	
Registration Number:	3532078	ALLERG-EZE	
Registration Number:	2542854	NUTRI-VET	
Serial Number:	77472785	OPTIMALPET	

CH \$440.00 3295209

Serial Number:	76706864	NUTRI-VET
Serial Number:	76706865	NUTRI-VET
Serial Number:	76706866	NUTRI-VET
Serial Number:	76706867	NUTRI-VET

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1932094

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 08/12/2011

Total Attachments: 4
source=3054219#page1.tif
source=3054219#page2.tif
source=3054219#page3.tif
source=3054219#page4.tif

TRADEMARK COLLATERAL AGREEMENT

This 12th day of August, 2011, NV Acquisition, LLC, a Delaware limited liability company to become known as Nutri-Vet, LLC ("*Debtor*") with its principal place of business and mailing address at 495 N. Dupont Avenue, Boise, Idaho 83713, 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 to BMO Capital Corporation, a Canadian corporation, with its mailing address at 100 King Street West, 11th Floor, First Canadian Place, Toronto, Ontario M5X 1A1, and its successors and assigns ("*Secured Party*"), and grants to Secured Party 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 Security Agreement dated as of May 4, 2010 among Debtor, such affiliates and Secured Party, as the same may be amended, modified, assumed, supplemented or restated from time to time (the "*Security Agreement*").

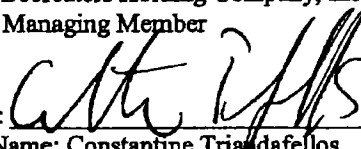
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without 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 Secured Party 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 Secured Party 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.

NV ACQUISITION, LLC, a Delaware limited liability company to become known as Nutri-Vet, LLC

By: Beekeepers Holding Company, Inc.
Managing Member

By: 
Name: Constantine Triandafellos
Title: Chief Executive Officer

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

BMO CAPITAL CORPORATION

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Assignment Agreement]
(BMO)

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

NV ACQUISITION, LLC, a Delaware limited liability company to become known as Nutri-Vet, LLC

By: Beefeaters Holding Company, Inc.
Managing Member

By: _____
Name: Constantine Triandafellos
Title: Chief Executive Officer

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

BMO CAPITAL CORPORATION

By C. Ivata
Name Chad Ivata
Title Director

[Signature Page to Trademark Collateral Assignment Agreement]
(BMO)

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
GRASS GUARD	78732987	October 13, 2005	3295209	September 18, 2007
CALMATOL	78027796	September 26, 2000	2490982	September 18, 2001
GREEN GRASS	78027793	September 26, 2000	2536805	February 5, 2002
TREATS WITH A PURPOSE	78298222	September 9, 2003	2875008	August 17, 2004
URI-EASE	78298209	September 9, 2003	2875007	August 17, 2004
THE FUTURE OF PET NUTRITION	78027789	September 26, 2000	2515526	December 4, 2001
V PRO	77864722	November 4, 2009	3843052	August 31, 2010
NUTRI-VET EYE RINSE	77822020	September 8, 2009	3848820	September 14, 2010
PET-EASE	77341668	November 30, 2007	3467572	July 15, 2008
NASTY HABIT	77304483	October 15, 2007	3522139	October 21, 2008
ALLERG-EZE	77282109	September 18, 2007	3532078	November 11, 2008
NUTRI-VET	76224296	March 13, 2001	2542854	February 26, 2002
OPTIMALPET	77472785	May 13, 2008	N/A	N/A
NUTRI-VET	76706864	March 17, 2011	N/A	N/A
NUTRI-VET	76706865	March 17, 2011	N/A	N/A
NUTRI-VET	76706866	March 17, 2011	N/A	N/A
NUTRI-VET	76706867	March 17, 2011	N/A	N/A