

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrick Pet Care, Inc.		11/15/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	245 S. Los Robles Avenue, 7th Floor
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 79

Property Type	Number	Word Mark
Registration Number:	3538371	...THE WAY FOOD WAS SUPPOSED TO BE, BEFORE GRAIN GOT INVOLVED
Registration Number:	4013701	AUTUMN LEAF'T OVERS
Registration Number:	4039858	BALLPARK BONANZA
Registration Number:	3511823	BEEF 'N MORE BRAND
Registration Number:	1511178	BEEF-PRO
Registration Number:	3959652	BUFFALOVES
Registration Number:	3847815	BURGER PIE & SWEETY FRIES
Registration Number:	3293187	CALIFORNIA ROLL
Registration Number:	3845278	CAMPER'S DELIGHT
Registration Number:	3271414	CAMPFIRE TROUT FEAST
Registration Number:	3158263	COMFORT FOR THE SOUL!
Registration Number:	3959506	CORPORAL CAP
Registration Number:	3246063	COWBOY COOKOUT
Registration Number:	3873237	EASTER BRUNCH

TRADEMARK

CH \$1990.00 3538371

Registration Number:	3347918	ECONO-PRO
Registration Number:	2503176	FLOSSIES
Registration Number:	3301595	FRENCH COUNTRY CAFÉ
Registration Number:	3315900	FRONTIER BRAND
Registration Number:	3031644	FRONTIER BRAND
Registration Number:	4010290	GAMEDAY TAILGATE
Registration Number:	1511992	GARTH MERRICK'S BEEF'N MORE
Registration Number:	3784334	GOODNESS FROM THE EARTH
Registration Number:	3287558	GRAMMY'S POT PIE
Registration Number:	3334233	HARVEST MOON
Registration Number:	4039859	HONOLULU LUAU
Registration Number:	2903677	HUNGRY CAT
Registration Number:	2901901	HUNGRY DOG
Registration Number:	3398838	HUNGRY DOG
Registration Number:	3929733	JUST ADD LOVE
Registration Number:	3376080	
Registration Number:	3959718	LITTLE ITALY
Registration Number:	3848081	LOVE POTION #9
Registration Number:	3347399	MADE IN AMERICA BRAND
Registration Number:	3358492	MEDITERRANEAN BANQUET
Registration Number:	3114011	MERRICK
Registration Number:	3161791	MERRICK TRADE MARK
Registration Number:	3369399	MERRICKPETCARE.COM
Registration Number:	3756661	MONDO STIX
Registration Number:	3289705	NAPA VALLEY PICNIC
Registration Number:	3293206	NEW ENGLAND BOIL
Registration Number:	3535182	NEW SCHOOL PYRAMID OLD SCHOOL NUTRITION
Registration Number:	3301597	NEW ZEALAND SUMMER
Registration Number:	3941754	NUTRITION FOR THE BODY! COMFORT FOR THE SOUL!
Registration Number:	3293216	OCEAN BREEZE
Registration Number:	3293262	PHAT FLOSSIES
Registration Number:	3873245	PICNIC IN THE PARK
Registration Number:	3848080	PLYMOUTH ROCK DINNER
Registration Number:	3300915	PUPPY PLATE
Registration Number:	3959540	RANGER RIB

TRADEMARK

REEL: 004695 FRAME: 0908

	3285220	SMOTHERED COMFORT
Registration Number:	3293240	SOUTHERN DELIGHT
Registration Number:	3848082	ST. PATRICK'S FARE
Registration Number:	2810600	STRONGPLANT
Registration Number:	3643236	SUPER PHAT FLOSSIES
Registration Number:	3956920	SUSIE'S SHEPHERD'S PIE
Registration Number:	3798610	TEJAS INDUSTRIES
Registration Number:	3959107	TEXAS HOLD 'EMS
Registration Number:	3350890	THANKSGIVING DAY DINNER
Registration Number:	3977466	THE CAPTAIN
Registration Number:	3297142	TRACK-PRO
Registration Number:	3322525	VENISON HOLIDAY STEW
Registration Number:	3386911	WHOLE EARTH FARMS
Registration Number:	3873589	WHOLE EARTH FARMS
Registration Number:	3407900	WILD BUFFALO GRILL
Registration Number:	3465168	WILDERNESS BLEND
Registration Number:	3285266	WINGALING
Registration Number:	3845285	WISCONSIN WINTER
Registration Number:	3293259	WIZZLERS
Registration Number:	3956609	YE OL' FISH'N CHIPS
Serial Number:	85308239	CMDR. CHEW
Serial Number:	85002878	FRIENDCHIPS
Serial Number:	85343532	HOMECOMING HOLIDAY
Serial Number:	85165826	LAMB & PEAS ON EARTH
Serial Number:	85212824	NULL-GENIC
Serial Number:	85226598	RED, WHITE & BLUEBERRY
Serial Number:	85387333	WHOLE HEALTH STARTS HERE
Serial Number:	85387406	WHOLE HEALTH BEGINS HERE
Serial Number:	85387885	WHOLENESS
Registration Number:	3522101	BEFORE B.G. GRAIN

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

REEL: 004695 FRAME: 0909

via US Mail.

Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438-08-0177
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jennifer c evans/
Date:	01/11/2012

Total Attachments: 27

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of November 15, 2011, is made by and between Merrick Pet Care, Inc., a Texas corporation, having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company, certain of Company's affiliates, and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and Company's affiliates.

B. As a condition to extending credit to or for the account of Company and Company's affiliates, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to the following included in the Collateral: (i) patents or applications for patents, (ii) licenses, fees or royalties with respect to each, and (iii) the right to sue for past infringement and damages therefor, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to the following included in the Collateral: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, and (iii) the right to sue for past, present and future infringement, dilution and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein

described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

3.1 **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

3.2 **Patents.** Exhibit A accurately lists all patents and patent applications owned by Company as of the date hereof and accurately reflects the existence and status of applications and letters patent pertaining to such Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any patents or patent applications not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to such Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

3.3 **Trademarks.** Exhibit B accurately lists all trademark registrations and trademark applications owned by Company as of the date hereof and accurately reflects the existence and status of such Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Company owns or controls any trademark registrations or trademark applications not listed on Exhibit B (other than common law marks which are not material to Company's business), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to such Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

3.4 [Intentionally Omitted].

3.5 **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

3.6 **No Sale.** Except as permitted under the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

3.7 **Defense.** Except as permitted under the Credit Agreement, Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and

Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

3.8 Maintenance. Except as permitted under the Credit Agreement, Company will at its own expense maintain the Patents and the Trademarks to the extent commercially and reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all necessary affidavits, maintenance fees, annuities, and renewals with respect to letters patent, trademark registrations and applications therefor. Except as permitted under the Credit Agreement, Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) 30 days written notice to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such authorization be necessary or desirable.

3.9 Wells Fargo's Right to Take Action. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in Section 3.8, immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

3.10 Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under Section 3.9 or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

3.11 Power of Attorney. To facilitate Wells Fargo's taking action under Section 3.9 and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, upon the occurrence of an Event of Default and during the Default Period commenced thereby, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell,

assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement in this Agreement binding on Company; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and during the Default Period commenced thereby, Wells Fargo may, at its option, take any or all of the following actions:

6.1 Wells Fargo may exercise any or all remedies available under the Credit Agreement.

6.2 Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

6.3 Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and

their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of California without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

8. Arbitration.

8.1 **Arbitration.** The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to this Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination.

8.2 **Governing Rules.** Any arbitration proceeding will (i) proceed in a location in Los Angeles, California selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

8.3 **No Waiver of Provisional Remedies, Self-Help and Foreclosure.** The arbitration requirement does not limit the right of any party (if not otherwise restricted by the terms and conditions of this Agreement) to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin,

injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in clauses (i), (ii) and (iii) of this paragraph.

8.4 Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of California or a neutral retired judge of the state or federal judiciary of California, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of California and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the California Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

8.5 Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date and within 180 days of the filing of the dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

8.6 Class Proceedings and Consolidations. The resolution of any dispute arising pursuant to the terms of this Agreement shall be determined by a separate arbitration proceeding and such dispute shall not be consolidated with other disputes or included in any class proceeding.

8.7 Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

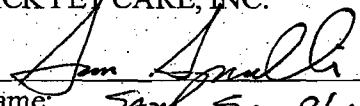
8.8 **Miscellaneous.** To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Loan Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Loan Documents or any relationship between the parties.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Merrick Pet Care, Inc.
101 SE, 11th Avenue, Suite 200
Amarillo, Texas 79101
Attention: Sam Spradlin

MERRICK PET CARE, INC.

By: 
Print Name: SAM Spradlin
Its: CEO

Wells Fargo Bank, National Association
245 S. Los Robles Avenue, Suite 700
Pasadena, California 91101
Attn: Relationship Manager-Tejas Industries,
Inc.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: _____
Its: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Merrick Pet Care, Inc.
101 SE, 11th Avenue, Suite 200
Amarillo, Texas 79101
Attention: Sam Spradlin

MERRICK PET CARE, INC.

By: _____
Print Name:
Its:

Wells Fargo Bank, National Association
245 S. Los Robles Avenue, Suite 700
Pasadena, California 91101
Attn: Relationship Manager-Tejas Industries,
Inc.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

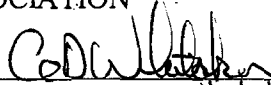
By: 
Print Name: Gary Whitake
Its: Authorized Signatory

EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Grant No.	Issue Date	Owner
Facade for a canned pet food dispenser	D584547	1/13/2009	Merrick Pet Care, Inc.

UNITED STATES PATENT APPLICATIONS


None.

EXHIBIT B




UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
...THE WAY FOOD WAS SUPPOSED TO BE, BEFORE GRAIN GOT INVOLVED	3538371	11/25/2008	Pet food	Merrick Pet Care, Inc.	Registered
AUNT ESTHER'S JOINT ELIXIR	77490312	6/4/2008	Feed supplements for pets	Merrick Pet Care, Inc.	Abandoned
AUNT ESTHER'S JOINT EXLXIR (& Design)	77490388	6/4/2008	Feed supplements for pets	Merrick Pet Care, Inc.	Abandoned
 AUNT ESTHER'S JOINT ELIXIR	4013701	8/16/2011	Pet food	Merrick Pet Care, Inc.	Registered

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
BALLPARK BONANZA	4039858	10/11/2011	Pet food	Merrick Pet Care, Inc.	Registered
BEEF'N MORE BRAND (& Design) 	3511823	10/7/2008	Dog food	Merrick Pet Care, Inc.	Registered
BEEF-PRO (Stylized) 	1511178	11/01/1988	Dog food	Merrick Pet Care, Inc.	Registered
BEFORE B.G. GRAIN (Stylized) 	3522101	10/21/2008	Pet food	Merrick Pet Care, Inc.	Registered
BOWTIE FORMAL	85048143	5/26/2010	Pet food	Merrick Pet Care, Inc.	Abandoned
BRAUTS-N-TOTS	77115794	11/22/2008	Pet food	Merrick Pet Care, Inc.	Abandoned

DB2/22791015.1

Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
BUFFALOVES	3959652	5/10/2011	Dog treats	Merrick Pet Care, Inc.	Registered
BURGER PIE & SWEETY FRIES	3847815	9/14/2010	Pet food	Merrick Pet Care, Inc.	Registered
CALIFORNIA ROLL	3293187	9/18/2007	Pet food	Merrick Pet Care, Inc.	Registered
CAMPER'S DELIGHT	3845278	9/7/2010	Pet food	Merrick Pet Care, Inc.	Registered
CAMPFIRE TROUT FEAST	3271414	7/31/2007	Pet food	Merrick Pet Care, Inc.	Registered
CAPTAIN A-MERRICK-A	85019612	4/21/2010	Dog treats	Merrick Pet Care, Inc.	Abandoned
COMFORT FOR THE SOUL! (Stylized)	3158263	10/17/2006	Pet food	Merrick Pet Care, Inc.	Registered


DB2/22791015.1

Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
<i>Command for the South</i>					
COMMANDER CHEW	85013498	4/14/2010	Dog treats	Merrick Pet Care, Inc.	Abandoned
CORPORAL CAP	3959506	5/10/2011	Dog treats	Merrick Pet Care, Inc.	Registered
COWBOY COOKOUT	3246063	5/29/2007	Pet food	Merrick Pet Care, Inc.	Registered
EASTER BRUNCH	3873237	11/9/2010	Pet food	Merrick Pet Care, Inc.	Registered
ECONO-PRO (Stylized) ECONO-PRO	3347918	12/4/2007	Pet food	Merrick Pet Care, Inc.	Registered


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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
FLOSSIES	2503176	10/30/2001	Dog treats	Merrick Pet Care, Inc.	Registered
FRENCH COUNTRY CAFE	3301595	10/2/2007	Pet food	Merrick Pet Care, Inc.	Registered
FRONTIER BRAND	3315900	10/23/2007	Digestible chewing bones for dogs; edible chews for animals; pet treats	Merrick Pet Care, Inc.	Registered
FRONTIER BRAND (& Design) FRONTIER BRAND	3031644	12/20/2005	Natural edible pet treats, natural edible pet chews, digestible chewing bones for dogs	Merrick Pet Care, Inc.	Registered
GAMEDAY TAILGATE	4010290	8/9/2011	Pet food	Merrick Pet Care, Inc.	Registered
GARTH MERRICK'S BEEF'N MORE (& Design)	1511992	11/8/1988	Dog food	Merrick Pet Care, Inc.	Registered



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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
					
GOODNESS FROM THE EARTH	3784334	5/4/2010	Pet food	Merrick Pet Care, Inc.	Registered
GRAMMY'S POT PIE	3287558	9/4/2007	Pet food	Merrick Pet Care, Inc.	Registered
HARVEST MOON	3334233	11/13/2007	Pet food	Merrick Pet Care, Inc.	Registered
HOLIDAY HOMECOMING	85048412	5/26/2010	Pet food	Merrick Pet Care, Inc.	Abandoned
HONOLULU LUAU	4039859	10/11/2011	Pet food	Merrick Pet Care, Inc.	Registered
HUNGRY CAT	2903677	11/16/2004	Cat food	Merrick Pet Care, Inc.	Registered

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
HUNGRY DOG	2901901	11/9/2004	Dog food and edible dog treats	Merrick Pet Care, Inc.	Registered
HUNGRY DOG	3398838	3/18/2008	Rawhide chews	Merrick Pet Care, Inc.	Registered
JUST ADD LOVE	3929733	3/8/2011	Pet food	Merrick Pet Care, Inc.	Registered
Key Design 	3376080	1/29/2008	Dog treats	Merrick Pet Care, Inc.	Registered
LITTLE ITALY	3959718	5/10/2011	Pet food	Merrick Pet Care, Inc.	Registered
LOVE POTION #9	3848081	9/14/2010	Pet food	Merrick Pet Care, Inc.	Registered

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
MADE IN AMERICA BRAND (& Design) 	3347399	12/4/2007	Pet food; pet treats	Merrick Pet Care, Inc.	Registered
MEDITERRANEAN BANQUET	3358492	12/25/2007	Pet food, namely, dog food	Merrick Pet Care, Inc.	Registered
MERRICK	3114011	7/11/2006	Pet foods and treats	Merrick Pet Care, Inc.	Registered
MERRICK TRADEMARK (& Design) 	3161791	10/24/2006	Cat litter, pet foods and pet treats	Merrick Pet Care, Inc.	Registered
MERRICKPETCARE.COM	3369399	1/15/2008	Computerized on- line ordering services in the field of pet food, pet treats, pet chews and cat litter	Merrick Pet Care, Inc.	Registered


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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
MONDO STIX	3756661	3/9/2010	Pet treats	Merrick Pet Care, Inc.	Registered
NAPA VALLEY PICNIC	3289705	9/11/2007	Pet food	Merrick Pet Care, Inc.	Registered
NEW ENGLAND BOIL	3293206	9/18/2007	Pet food	Merrick Pet Care, Inc.	Registered
NEW SCHOOL PYRAMID OLD SCHOOL NUTRITION	3535182	11/18/2008	Pet food	Merrick Pet Care, Inc.	Registered
NEW ZEALAND SUMMER	3301597	10/2/2007	Pet food	Merrick Pet Care, Inc.	Registered
NUTRITION FOR THE BODY! COMFORT FOR THE SOUL!	3941754	4/5/2011	Pet food	Merrick Pet Care, Inc.	Registered
OCEAN BREEZE	3293216	9/18/2007	Pet food	Merrick Pet Care, Inc.	Registered


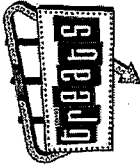
DB2/22791015.1

Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
PHAT FLOSSIES	3293262	9/18/2007	Dog treats	Merrick Pet Care, Inc.	Registered
PICNIC IN THE PARK	3873245	11/9/2010	Pet food	Merrick Pet Care, Inc.	Registered
PLYMOUTH ROCK DINNER	3848080	9/14/2010	Pet food	Merrick Pet Care, Inc.	Registered
PUPPY PLATE	3300915	10/2/2007	Pet food	Merrick Pet Care, Inc.	Registered
RANGER RIB	3959540	5/10/2011	Dog treats	Merrick Pet Care, Inc.	Registered
RELATIONCHIPS	77933961	2/11/2010	Pet treats	Merrick Pet Care, Inc.	Abandoned
ROCKY MOUNTAINS RAINBOWS	77117622	2/27/2007	Pet food	Merrick Pet Care, Inc.	Abandoned

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
ROLLOS	3293438	9/18/2007	Pet treats	Merrick Pet Care, Inc.	Cancelled
SENIOR MEDLEY	77051991	11/28/2006	Pet food	Merrick Pet Care, Inc.	Abandoned
SMOTHERED COMFORT	3285220	8/28/2007	Pet food	Merrick Pet Care, Inc.	Registered
SOUTHERN DELIGHT	3293240	9/18/2007	Pet food	Merrick Pet Care, Inc.	Registered
ST. PATRICK'S FARE	3848082	9/14/2010	Pet food	Merrick Pet Care, Inc.	Registered
STRONPLANT (&Design) 	2810600	2/3/2004	Bone meal for fertilizing bulbs, roses, flowers, shrubs and vegetables	Merrick Pet Care, Inc.	Registered
SUPER PHAT FLOSSIES	3643236	6/23/2009	Pet treats	Merrick Pet Care, Inc.	Registered


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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
SUSIE'S SHEPHERD'S PIE	3956920	5/10/2011	Pet food	Merrick Pet Care, Inc.	Registered
TASTEY TREATS (& Design) 	78693302	8/16/2005	Pet food	Merrick Pet Care, Inc.	Abandoned
TASTEY TREATS DOGGIE TREATS (& Design) 	78693693	8/16/2005	Dog food	Merrick Pet Care, Inc.	Abandoned
TEJAS INDUSTRIES	3798610	6/8/2010	Manufacturing services for others in the field of pet and animal feed	Tejas Industries, Inc.	Registered
TEXAS HOLD'EMS	3959107	5/10/2011	Pet treats	Merrick Pet Care, Inc.	Registered

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
THANKSGIVING DAY DINNER	3350890	12/11/2007	Pet food	Merrick Pet Care, Inc.	Registered
THE CAPTAIN	3977466	6/14/2011	Pet treats	Merrick Pet Care, Inc.	Registered
TRACK-PRO (Stylized)	3297142	9/25/2007	Pet food	Merrick Pet Care, Inc.	Registered
TRACKPRO					
TURDUCKEN	78943087	8/2/2006	Pet food	Merrick Pet Care, Inc.	Abandoned
URBAVORE	77286058	9/21/2007	Pet food	Merrick Pet Care, Inc.	Abandoned
VENISON HOLIDAY STEW	3322525	10/30/2007	Pet food containing venison	Merrick Pet Care, Inc.	Registered

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
WHOLE EARTH FARMS	3386911	2/19/2008	Pet food; pet treats	Merrick Pet Care, Inc.	Registered
WHOLE EARTH FARMS (& Design) 	3873589	11/9/2010	Pet food; pet treats	Merrick Pet Care, Inc.	Registered
WILD BUFFALO GRILL	3407900	4/8/2008	Pet food featuring buffalo meat as an ingredient	Merrick Pet Care, Inc.	Registered
WILDERNESS BLEND	3465168	7/15/2008	Pet food	Merrick Pet Care, Inc.	Registered
WINGALING	3285266	8/28/2007	Pet food	Merrick Pet Care, Inc.	Registered
WISCONSIN WINTER	3845285	9/7/2010	Pet food	Merrick Pet Care, Inc.	Registered

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status
WIZZLERS	3293259	9/18/2007	Pet treats	Merrick Pet Care, Inc.	Registered
WORKING DOG STEW	77057544	5/9/2008	Pet food	Merrick Pet Care, Inc.	Abandoned
YE OL' FISH'N CHIPS	3956609	5/10/2011	Pet food	Merrick Pet Care, Inc.	Registered

APPLICATIONS

Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status	Next Action
CMDR. CHEW	85308239	4/29/2011	Dog treats	Merrick Pet Care, Inc.	Pending	
FRIENDCHIPS	85002878	3/31/2010	Pet treats	Merrick Pet Care, Inc.	Pending	Request for Extension of Time to File a Statement of Use

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status	Next Action
						due 10/19/2011 was not filed (Petition to Revoke can be filed)
HOMECOMING HOLIDAY	85343532	6/10/11	Pet food	Merrick Pet Care, Inc.	Pending	
LAMB & PEAS ON EARTH	85165826	11/01/2010	Pet food containing lamb and peas	Merrick Pet Care, Inc.	Pending	Statement of Use or Request for Extension of Time to File Statement of Use due 12/14/2011
NULL-GENIC	85212824	3/22/2011	Pet food	Merrick Pet Care, Inc.	Pending	Statement of Use or Request for Extension of Time to File a Statement of Use is due 11/17/2011
RED, WHITE & BLUEBERRY	85226598	1/26/2011	Pet food	Merrick Pet Care, Inc.	Pending	Opposition instituted 10/13/2011
WHOLE HEALTH STARTS HERE	85387333	8/2/2011	Pet food	Merrick Pet Care, Inc.	Pending	

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Mark	App. No. / Reg. No.	App. Date / Reg. Date	Goods/Services	Owner	Status	Next Action
WHOLE HEALTH BEGINS HERE	85387406	8/2/2011	Pet food	Merrick Pet Care, Inc.	Pending	
WHOLENESS	85387885	8/3/2011	Pet food	Merrick Pet Care, Inc.	Pending	