

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
PROFESSOR CONNOR'S, INC.		06/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ONEWEST BANK, FSB
Street Address:	888 EAST WALNUT STREET - HQ-05-03
Internal Address:	ATTN: DAVID LIGON
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	FEDERAL SAVINGS BANK: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85439504	CHILLY WAGS
Serial Number:	85306353	DOGNATION
Serial Number:	85306337	FRESHPET DOG JOY TREATS
Serial Number:	85306374	VITAL
Serial Number:	85306384	VITAL COMPLETE MEALS
Serial Number:	85439509	WAG FACTOR
Serial Number:	85439497	WAG-GURT
Registration Number:	3097552	DELI FRESH
Registration Number:	4127108	FRESH BONES
Registration Number:	4028462	FRESHPET
Registration Number:	3383087	FRESHPET
Registration Number:	3360658	HOMESTYLE SELECT
Registration Number:	3779569	NATURE'S FRESH

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Registration Number:	3215115	PROFESSOR CONNOR'S DELI FRESH GENTLY COOKED WITH FRESH INGREDIENTS
Registration Number:	4127101	ROASTED MEALS
Registration Number:	4078249	THEY KNOW...FRESH IS BETTER
Registration Number:	4127102	VETERINARY NUTRITION

CORRESPONDENCE DATA

Fax Number: 2132264028

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

Phone: 212-858-1000

Email: kevin.davis@pillsburylaw.com

Correspondent Name: TIMOTHY P. KOBER, ESQ.

Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP

Address Line 2: 1540 BROADWAY

Address Line 4: NEW YORK, NEW YORK 10036-4039

ATTORNEY DOCKET NUMBER:	094327-0000043
NAME OF SUBMITTER:	TIMOTHY P. KOBER
Signature:	/Timothy P. Kober/
Date:	06/11/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 8, 2012 (as amended, restated, supplemented, replaced or otherwise modified from time to time, this "Agreement"), is made by PROFESSOR CONNOR'S, INC., a Delaware corporation (the "Grantor"), in favor of ONEWEST BANK, FSB, as Agent for the Secured Parties (the "Agent"):

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement dated as of even date herewith (said Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being called the "Credit Agreement") with the Grantor; and

WHEREAS, pursuant to the terms of the Credit Agreement, as collateral security for the Obligations, the Grantor granted to the Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral, including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. The Grantor hereby pledges and grants to the Agent, and hereby reaffirms its pledge and grant pursuant to the Credit Agreement of a security interest in and to, right, title and interest of the Grantor in and to all of its now existing and hereafter created or acquired (the "Collateral"):

a. (i) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on Schedule 1 (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any such mark, whether the Grantor is a licensor or licensee including the licenses listed on Schedule 1 (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (iii) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark or any such license, including damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) all product specification documents and production and quality control manuals used in the manufacture of products sold under or in connection with such marks, (vii) all documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all materials and components used in the production of products sold under or in connection with such marks, (viii) all documents

constituting or concerning the then current or proposed advertising and promotion by the Grantor, its Subsidiaries or licensees of products sold under or in connection with such marks, including all documents that reveal the media used or to be used and the cost for all such advertising and (ix) renewals and proceeds of any of the foregoing; and

b. (i) letters patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including those letters patent, design patents, utility patents, other patents, patent applications and patent license agreements listed on Schedule 1 (as such Schedule may be supplemented from time to time in accordance with the terms of this Agreement), (ii) licenses pertaining to any patent whether the Grantor is a licensor or licensee, (iii) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

3. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Conflicts. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the terms of the Credit Agreement, the Credit Agreement shall prevail.

5. Termination. Upon the payment in full of all Obligations, and the cancellation or termination of the Revolving Loan Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to the Grantor. Upon any such termination the Agent shall, at the Grantor's expense, execute and deliver to the Grantor or otherwise authorize the filing of such documents as Grantors shall reasonably request, including, without limitation, financing statement amendments to evidence such termination and documentation evidencing the release of security interests and liens upon the Collateral appropriate for recordation in the U.S. Patent and Trademark Office. Upon any disposition of property permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the Grantor with no further action on the part of any Person. The Agent shall, at the Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as the Grantor shall reasonably request, in form and substance reasonably satisfactory to the Agent, including, without limitation, financing statement terminations to evidence such release and documentation evidencing the release of security interests and liens upon the Collateral appropriate for recordation in the United States Patent and Trademark Office.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective authorized representatives thereunto duly authorized as of the date first written above.

PROFESSOR CONNOR'S, INC., as Grantor

By: *Richard A. Kassan*
Name: *Richard A. Kassan*
Title: *President*

ONEWEST BANK, FSB, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective authorized representatives thereunto duly authorized as of the date first written above.

PROFESSOR CONNOR'S, INC., as Grantor

By: _____
Name:
Title:

ONEWEST BANK, FSB, as Agent

By: David B. Ligon
Name: DAVID B. LIGON
Title: EVP

SCHEDULE 1

PATENTS

Title	Application/Publication/ Patent Number	Filing/Issue Date	Assignee
Pet Food Treats, Pet Food Treats Processing System, and Process for Making the Pet Food Treats	Serial No. 12/482,486	06/11/2009	Professor Connor's, Inc.

TRADEMARKS

U.S. Trademark	Serial No. Registration No.	Filing/Issue Date	Assignee
PENDING			
CHILLY WAGS	85/439,504	10/05/2011	Pending Professor Connor's, Inc.
DOGNATION	85/306,353	04/27/2011	Pending Professor Connor's, Inc.
FRESHPET DOG JOY TREATS	85/306,337	04/27/2011	Pending Professor Connor's, Inc.
VITAL	85/306,374	04/27/2011	Pending Professor Connor's, Inc.
VITAL COMPLETE MEALS	85/306,384	04/27/2011	Pending Professor Connor's, Inc.
WAG FACTOR	85/439,509	10/05/2011	Pending Professor Connor's, Inc.
WAG-GURT	85/439,497	10/05/2011	Pending Professor Connor's, Inc.
REGISTERED			

U.S. Trademark	Serial No. Registration No.	Filing/Issue Date	Assignee
DELI FRESH	3,097,552	05/30/2006	Registered Professor Connor's, Inc.
FRESH BONES	4,127,108	04/10/2012	Registered Professor Connor's, Inc.
FRESHPET	4,028,462	09/20/2011	Registered Professor Connor's, Inc.
FRESHPET	3,383,087	02/12/2008	Registered Professor Connor's, Inc.
HOMESTYLE SELECT	3,360,658	12/25/2007	Registered Professor Connor's, Inc.
NATURE'S FRESH	3,779,569	04/20/2010	Registered Professor Connor's, Inc.
PROFESSOR CONNOR'S DELI FRESH GENTLY COOKED WITH FRESH INGREDIENTS	3,215,115	03/06/2007	Registered Professor Connor's, Inc.
ROASTED MEALS	4,127,101	04/10/2012	Registered Professor Connor's, Inc.
THEY KNOW...FRESH IS BETTER	4,078,249	12/27/2011	Registered Professor Connor's, Inc.
VETERINARY NUTRITION	4,127,102	04/10/2012	Registered Professor Connor's, Inc.