

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
LONE STAR PET SUPPLY, LLC		11/08/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Chase Capital Corporation, as Second Lien Administrative Agent		
Street Address:	10 South Dearborn, 19th Floor		
Internal Address:	Mailcode IL1-0548		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3035716	LONESTARPET SUPPLY, INC.	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6923.006		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$40.00 3035716

Signature:	/njb/
Date:	11/12/2012
Total Attachments: 5 source=2nd Lien Trademark Security Agreement (Lone Star)#page1.tif source=2nd Lien Trademark Security Agreement (Lone Star)#page2.tif source=2nd Lien Trademark Security Agreement (Lone Star)#page3.tif source=2nd Lien Trademark Security Agreement (Lone Star)#page4.tif source=2nd Lien Trademark Security Agreement (Lone Star)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 8, 2012, by LONE STAR PET SUPPLY, LLC, a Texas limited liability company ("Grantor"), in favor of CHASE CAPITAL CORPORATION (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2010 by and among Animal Supply Company LLC, a Washington limited liability company ("Borrower"), the other Loan Parties party thereto, the lenders from time to time party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to Borrower;

WHEREAS, the Lenders are willing to continue making the loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent a joinder to that certain Pledge and Security Agreement dated as of April 30, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement") and thereby became a party to the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for its benefit and the benefit of the Lenders, a continuing security interest (junior only to the security interest granted in favor of First Lien Agent to secure the First Lien Debt to the extent the First Lien Debt is permitted pursuant to the Intercreditor Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any of its Trademarks (the "Trademark Licenses"), including those registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under a Trademark

License; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for its benefit and the benefit of the Lenders, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks. Without limiting any of the Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of Administrative Agent in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. INTERCREDITOR AGREEMENT. The lien created by this Trademark Security Agreement on the property described herein is junior and subordinate to the lien on such property created by any collateral document now or hereafter granted to First Lien Agent, and its successors and assigns, in such property, to the extent provided in the Intercreditor Agreement, as amended from time to time.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LONE STAR PET SUPPLY, LLC
a Texas limited liability company

By: 
Name: Worth Turner
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CHASE CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: W. Robert Felker

Title: Chief Operating Officer

Signature Page to Trademark Security Agreement (Second Lien)

TRADEMARK
REEL: 004898 FRAME: 0415

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Serial No.	Registration No.	Registration Date
LONESTARPET SUPPLY, INC.	78540975	3035716	12/27/2005