

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.		04/15/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	OneWest Bank, FSB, <i>as agent</i>
Street Address:	888 East Walnut Street
Internal Address:	HQ-06-03
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	a federal savings bank: UNKNOWN <i>United States</i>

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85854618	CELEBRATION COOKIE
Serial Number:	85646134	FRESH FOOD FOR FIDO
Serial Number:	85647320	FRESHPET VITAL
Serial Number:	85659531	PETFRESH
Serial Number:	85659548	PETS EAT FRESH

CORRESPONDENCE DATA

Fax Number: 3107884471

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

Email: vickie.lee@kattenlaw.com

Correspondent Name: Vickie Lee c/o Katten Muchin Rosenman

Address Line 1: 2029 Century Park East

Address Line 2: Suite 2600

Address Line 4: Los Angeles, CALIFORNIA 90067

CH \$140.00 85854618

NAME OF SUBMITTER:	Vickie Lee
Signature:	/Vickie Lee/
Date:	04/19/2013
Total Attachments: 3 source=Supplement to IP Security Agreement - Freshpet#page1.tif source=Supplement to IP Security Agreement - Freshpet#page2.tif source=Supplement to IP Security Agreement - Freshpet#page3.tif	

**FIRST SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This FIRST SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Supplement**”), dated as of April 15, 2013, supplements (i) that certain Intellectual Property Security Agreement, dated as of June 8, 2013 (said agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), made by Professor Connor’s, Inc., a Delaware corporation (as “**Grantor**”) in favor of ONEWEST BANK, FSB, as Agent for the Secured Parties (in such capacity, the “**Agent**”).

Grantor grants to the Agent a security interest in all of Grantor’s right, title and interest in and to the intellectual property set forth on Schedule A annexed hereto. All such Collateral shall be deemed to be part of the Collateral and shall be hereafter subject to each of the terms and conditions of the IP Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered by its duly authorized officer as of the date first written above.

PROFESSOR CONNOR'S, INC.,
a Delaware corporation

By: *Richard A. Kessler*
Name: *Richard A. Kessler*
Title: *President and CEO*

Schedule A

TRADEMARK APPLICATIONS

Mark	Appl. No.	Date Filed	Grantor
CELEBRATION COOKIE	85/854,618	2/20/13	Professor Connor's, Inc.
FRESH FOOD FOR FIDO	85/646,134	6/7/12	Professor Connor's, Inc.
FRESHPET VITAL	85/647,320	6/8/12	Professor Connor's, Inc.
PETFRESH	85/659,531	6/22/12	Professor Connor's, Inc.
PETS EAT FRESH	85/659,548	2/20/13	Professor Connor's, Inc.