

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
Animal Supply Company LLC		09/20/2013	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	CHASE CAPITAL CORPORATION, as Collateral Agent		
Street Address:	1110 S. Dearborn, Mail Code IL 1-0401		
Internal Address:	Attn: Head of Investment Management		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3774094	ANIMAL FOOD WAREHOUSE	
Registration Number:	3915390	INTEGRITY	
Registration Number:	3915391	INTEGRITY PET PRODUCTS	
Registration Number:	3273808	NATURE'S CAFE	
Registration Number:	3710719	PET SUPPLY LINK	
Registration Number:	3707188	PET SUPPLY LINK	
Registration Number:	3685517	PETZOO	
Registration Number:	3691319	ANIMAL SUPPLY CO. EST. 1987	
Registration Number:	3912477	WHEAT SAND	
Registration Number:	3035716	LONESTAR PET SUPPLY, INC.	
Registration Number:	4351623	SUPPORTING NEIGHBORHOOD PET RETAILERS	
Registration Number:	3992944	PETZOO EXCLUSIVELY ALASKAN	
Registration Number:	4000408	INTEGRITY	

OP \$365.00 3774094

Registration Number:

4000407

INTEGRITY PET PRODUCTS

CORRESPONDENCE DATA

Fax Number: 2148558200

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

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Erin B. Roth

Address Line 1: 2200 Ross Avenue, Suite 2800

Address Line 2: Fulbright & Jaworski LLP

Address Line 4: Dallas, TEXAS 75201-2784

ATTORNEY DOCKET NUMBER:

11302112

NAME OF SUBMITTER:

Chris Andersen

Signature:

/Chris Andersen/

Date:

09/26/2013

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 17, 2013, by each of the undersigned grantors (each a "Grantor", and collectively, the "Grantors"), in favor of CHASE CAPITAL CORPORATION, as collateral agent (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof, by and among Grantors, the other Loan Parties party thereto, the lenders from time to time party thereto and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders agreed to continue to extend certain financial accommodations to Grantors and certain of their affiliates; and

WHEREAS, pursuant to the Security Agreement (such term is used herein as defined in the Credit Agreement) previously delivered in connection with the Credit Agreement, each Grantor is required to execute and deliver to the Collateral 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, each 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 Security Agreement or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for its benefit and the benefit of the Lenders, a continuing security interest (subject only in priority to Liens in favor of the First Lien Agent to secure the First Lien Debt to the extent the First Lien Debt is permitted by the Intercreditor Agreement) in all of such 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for its benefit and the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks. Without limiting any of the Grantors' obligations under this Section 4, each Grantor hereby authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such 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 the Collateral 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. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement is an amendment and restatement, but not an extinguishment, novation, or release of that certain (i) Trademark Security Agreement dated April 30, 2010, by and among certain Grantors, in favor of Chase Capital, as administrative agent, (ii) Trademark Security Agreement dated November 8, 2012, by and among certain Grantors, in favor of Chase Capital, as administrative agent, (iii) Trademark Security Agreement dated November 8, 2012, by and among certain Grantors, in favor of Chase Capital, as administrative agent and (iv) Trademark Security Agreement dated March 14, 2013, by and among certain Grantors, in favor of Chase Capital Corporation, as administrative agent (collectively, the "Existing Trademark Security Agreements"). Each Grantor hereby reaffirms, ratifies, restates and confirms its obligations pursuant to the Existing Trademark Security Agreements as restated by this Security Agreement.

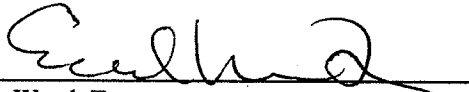
7. INTERCREDITOR AGREEMENT. This Trademark Security Agreement is subject to the Intercreditor Agreement (as defined below), and the liens created hereunder on the property described herein is junior and subordinate to the lien on such property created by any collateral document now or hereafter granted to JPMorgan Chase Bank, N.A., as Administrative Agent, and its successors and assigns, in such property, in each case to the extent provided in the Intercreditor Agreement dated as of the date hereof among JPMorgan Chase Bank, N.A., as First Priority Representative, Chase Capital Corporation, as Second Priority Representative, and the Loan Parties referred to therein, as amended, restated or otherwise modified from time to time (the "Intercreditor Agreement").

[SIGNATURE PAGES FOLLOW]

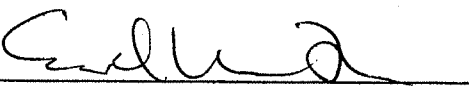
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

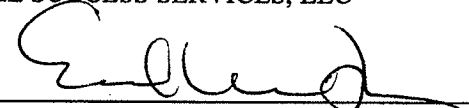
ANIMAL SUPPLY COMPANY LLC

By 
Name: Worth Turner
Title: Manager

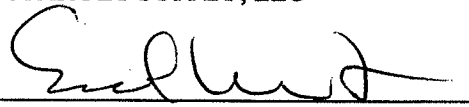
RETAIL INDEPENDENCE, LLC

By 
Name: Worth Turner
Title: Authorized Officer

RETAIL SUCCESS SERVICES, LLC

By 
Name: Worth Turner
Title: Authorized Officer

LONE STAR PET SUPPLY, LLC

By 
Name: Worth Turner
Title: Authorized Officer

ACCEPTED AND ACKNOWLEDGED BY:




CHASE CAPITAL CORPORATION,
as Collateral Agent




By: W.E. Williamson
Name: W.E. Williamson
Title: President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Serial No./ Registration No.	Filing Date/ Registration Date	Owner
 United States	Serial No.: 77/670,617 Reg. No.: 3,774,094	Filing Date: 2/13/2009 Reg. Date: 4/13/10	Animal Supply Company LLC
INTEGRITY United States	Serial No.: 77/021,220 Reg. No.: 3,915,390	Filing Date: 2/13/2009 Reg. Date: 02/08/11	Animal Supply Company LLC
INTEGRITY PET PRODUCTS United States	Serial No.: 77/021,233 Reg. No.: 3,915,391	Filing Date: 10/13/2006 Reg. Date: 02/08/11	Animal Supply Company LLC
NATURE'S CAFE United States	Serial No.: 77/021,225 Reg. No.: 3,273,808	10/13/2006 Reg. Date: 8/7/2007	Animal Supply Company LLC
PET SUPPLY LINK United States	Serial No.: 77/706,276 Reg. No.: 3,710,719	Filing Date: 4/3/2009 Reg. Date: 11/10/2009	Animal Supply Company LLC
PET SUPPLY LINK United States	Serial No.: 77/706,272 Reg. No.: 3,707,188	Filing Date: 4/3/2009 Reg. Date: 11/03/2009	Animal Supply Company LLC
 United States	Serial No.: 77/670,631 Reg. No.: 3,685,517	Filing Date: 2/13/2009 Reg. Date: 9/22/2009	Animal Supply Company LLC
Animal Supply Co. est 1987 & Design United States 	Serial No.: 77/553,542 Reg. No.: 3,691,319	Filing Date: 8/22/2008 Reg. Date: 10/6/2009	Animal Supply Company LLC
ANIMAL SUPPLY CO. Washington State Registration	53327	5/11/2009	Animal Supply Company LLC

WHEAT SAND United States	Serial No.: 77/767,773 Reg. No.: 3,912,477	Filing Date: 6/25/2009 Reg. Date: 1/25/2011	Animal Supply Company LLC
LONESTAR PET SUPPLY, INC. SM United States 	Serial No.: 78/540,975 Reg. No.: 3,035,716	Filing Date: 1/3/2005 Reg. Date: 12/27/2005	Lone Star Pet Supply, LLC
SUPPORTING NEIGHBORHOOD PET RETAILERS United States 	Serial No.: 85/696,148 Reg. No.: 4,351,623	Filing Date: 8/8/2012 Reg. Date: 6/11/2013	Animal Supply Company LLC
PET ZOO EXCLUSIVELY ALASKAN United States 	Serial No.: 85/174,335 Reg. No.: 3,992,944	Filing Date: 11/11/2010 Reg. Date: 7/12/2011	Animal Supply Company LLC
INTEGRITY United States	Serial No.: 77/980,289 Reg. No.: 4,000,408	Filing Date: 10/13/2006 Reg. Date: 7/26/2011	Animal Supply Company LLC
INTEGRITY PET PRODUCTS United States	Serial No.: 77/980,288 Reg. No.: 4,000,407	Filing Date: 10/13/2006 Reg. Date: 7/26/2011	Animal Supply Company LLC