

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
M.I. Intermediate Holdings, Inc.		09/27/2013	CORPORATION: DELAWARE
M.I. Industries, Incorporated		09/27/2013	CORPORATION: NEBRASKA
Nature's Variety, Inc.		09/27/2013	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	Stamford Plaza, 281 Tresser Boulevard
Internal Address:	4th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3887017	HONEY CREEK FARMS
Registration Number:	3650956	PRAIRIE
Registration Number:	4115245	DISTINCTIVE PET PRODUCTS
Registration Number:	4358714	DAILY BOOST
Registration Number:	4358713	RAW DAILY BOOST
Registration Number:	4365289	BOOST BITES
Registration Number:	4369154	RAW BOOST
Registration Number:	4234878	PURE NUTRITION. TRUE RESULTS.
Registration Number:	4067877	EMPOWERING PEOPLE TO TRANSFORM THE LIVES
Registration Number:	3831821	M.I. HAPPY PET
Registration Number:	3935479	HOMESTYLE BY PRAIRIE
Registration Number:	3761245	M.I. HAPPY PET

OP \$390.00 3887017

Registration Number:	3804363	SWEETSPOTS
Registration Number:	3505939	HOMESTYLE FROM THE PRAIRIE
Registration Number:	3552082	INSTINCT

CORRESPONDENCE DATA

Fax Number: 8602758299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 860-275-8285
 Email: jscheib@rc.com
 Correspondent Name: Jacqueline P. Scheib
 Address Line 1: 280 Trumbull Street
 Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
Signature:	/Jacqueline P. Scheib/
Date:	09/30/2013

Total Attachments: 8
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**FIRST AMENDMENT TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment (this "Amendment") to the Intellectual Property Security Agreement, dated as of July 17, 2008 (the "Agreement"), is made as of September 27, 2013, by and among M.I. INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Intermediate Holdings"), M.I. INDUSTRIES, INCORPORATED, a Nebraska corporation ("M.I. Industries") and NATURE'S VARIETY, INC., a Nebraska ("Nature's Variety" and, together with Intermediate Holdings and M.I. Industries, hereinafter, singly, each a "Grantor" and collectively, the "Grantors") and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

WHEREAS, on July 17, 2008, M.I. Holdco, Inc., Intermediate Holdings, M.I. Industries, Nature's Variety and the Secured Party entered into that certain Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Credit Agreement") securing Grantor's intellectual property as Collateral to the Secured Party;

WHEREAS, on the date hereof, M.I. Holdco, Inc., Intermediate Holdings, M.I. Industries, Nature's Variety and the Secured Party are amending and restating the Original Credit Agreement into an Amended and Restated Credit Agreement of even date herewith (as further amended, modified or restated from time to time, the "Amended and Restated Credit Agreement");

WHEREAS, pursuant to Section 10(b)(i) of the Agreement, the Grantors and Secured Party desire to amend Schedule A, Schedule B, and Schedule D of the Agreement;

WHEREAS, simultaneously with the execution hereof, Grantors and Secured Party are amending Schedule A of the Agreement, and amending and restating Schedule B, and Schedule D of the Agreement in their entity.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Schedule A to the Agreement is hereby amended by adding the trademarks items disclosed on Schedule A attached hereto. Schedule B and Schedule D of the Agreement are hereby amended and restated in their entirety with Schedule B and Schedule D, respectively, attached hereto to revise and update the list of patents and actions or proceedings related to the Intellectual Property and used as Collateral in the Amended and Restated Credit Agreement.


2. Subject to the Amended and Restated Credit Agreement, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.

[next page is the signature page]

IN WITNESS WHEREOF, each party has signed this First Amendment to the Intellectual Property Agreement as of the date first set forth above.


M.I. INTERMEDIATE HOLDINGS, INC.

WEBSTER BANK,
NATIONAL ASSOCIATION

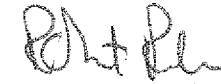
By: 
Name: Robert Rubin
Title: Chief Financial Officer

By: _____
Name:
Title:

M.I. INDUSTRIES, INCORPORATED

By: 
Name: Robert Rubin
Title: Chief Financial Officer

NATURE'S VARIETY, INC.

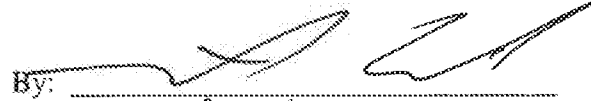
By: 
Name: Robert Rubin
Title: Chief Financial Officer

IN WITNESS WHEREOF, each party has signed this First Amendment to the Intellectual Property Agreement as of the date first set forth above.

M.I. INTERMEDIATE HOLDINGS, INC.

By: _____
Name:
Title:

WEBSTER BANK,
NATIONAL ASSOCIATION

By: 
Name: Robert A. Miller
Title: Senior Vice President

M.I. INDUSTRIES, INCORPORATED

By: _____
Name:
Title:

NATURE'S VARIETY, INC.

By: _____
Name:
Title:

Schedule A

U.S. Applications and Registrations

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
HONEY CREEK FARMS & Design	U.S. Federal	Registered	3887017	12/07/2010	MI Industries, Inc.
PRAIRIE	U.S. Federal	Registered	3650956	07/07/2009	MI Industries, Inc.
DISTINCTIVE PET PRODUCTS	U.S. Federal	Registered	4115245	03/20/2012	M.I. Industries, Inc.
DAILY BOOST	U.S. Federal	Registered	4358714	6/25/2013	M.I. Industries, Inc.
RAW DAILY BOOST	U.S. Federal	Registered	4358713	6/25/2013	M.I. Industries, Inc.
BOOST BITES	U.S. Federal	Registered	4365289	7/9/2013	M.I. Industries, Inc.
RAW BOOST	U.S. Federal	Registered	4369154	7/16/2013	M.I. Industries, Inc.
PURE NUTRITION. TRUE RESULTS.	U.S. Federal	Registered	4234878	10/30/2012	M.I. Industries, Inc.
EMPOWERING PEOPLE TO TRANSFORM THE LIVES OF PETS	U.S. Federal	Registered	4067877	12/6/2011	M.I. Industries, Inc.
M.I. HAPPY PET	U.S. Federal	Registered	3831821	8/10/2010	M.I. Industries, Inc.
HOMESTYLE BY PRAIRIE	U.S. Federal	Registered	3935479	3/22/2011	M.I. Industries, Inc.
M.I. HAPPY PET	U.S. Federal	Registered	3761245	3/16/2010	M.I. Industries, Inc.
SWEETSPOTS	U.S. Federal	Registered	3804363	6/15/2010	M.I. Industries, Inc.
HOMESTYLE FROM THE PRAIRIE	U.S. Federal	Registered	3505939	9/23/2008	M.I. Industries, Incorporated
INSTINCT	U.S. Federal	Registered	3552082	12/23/2008	M.I. Industries, Incorporated
DISTINCTIVE PET PRODUCTS	State of Nebraska	Registered	10116265	10/16/2008	M.I. Industries, Incorporated

Foreign Applications and Registrations

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
INSTINCT	Canada	Registered	TMA859379	9/5/2013	M.I. Industries, Inc.
RAW BOOST	Canada	Registered	TMA857538	8/12/2013	M.I. Industries, Inc.
BOOST BITES	Canada	Registered	TMA857539	8/12/2013	M.I. Industries, Inc.
EMPOWERING PEOPLE TO TRANSFORM THE LIVES OF PETS	Canada	Registered	TMA813445	12/6/2011	M.I. Industries, Inc.
SWEETSPOTS	Canada	Registered	TMA819700	3/12/2012	M.I. Industries, Inc.
RAW BOOST BITES	Canada	Pending	1565619	02/23/2012	M.I. Industries, Inc.
PURE NUTRITION. TRUE RESULTS	Canada	Pending	1542422	09/12/2011	M.I. Industries, Inc.
PRIDE BY INSTINCT	Canada	Pending	1613008	02/06/2013	M.I. Industries, Inc.
PURE, INSTINCTIVE NUTRITION	Canada	Pending	1573617	04/17/2012	M.I. Industries, Inc.
INSTINCT RAW BITES	Canada	Pending	1605178	12/05/2012	M.I. Industries, Inc.
BOOST BITES	Hong Kong	Registered	302171204	02/24/2012	M.I. Industries, Inc.
RAW BOOST	Hong Kong	Registered	302171231	02/24/2012	M.I. Industries, Inc.
RAW BOOST BITES	Hong Kong	Registered	302171259	02/24/2012	M.I. Industries, Inc.

Mark	Jurisdiction	Status	App. No./ Reg. No.	App. Date/ Reg. Date	Owner
PRAIRIE	South Korea	Registered	400846009	12/10/2010	MI Industries, Incorporated

SCHEDULE B

U.S. Patents and Patent Applications

Issued Patents

None

Pending Patent Applications

None

SCHEDULE D

Actions or Proceedings Pending to Limit, Cancel or Question the Validity of the Intellectual Property Collateral (§7(k))

None.

Releases, Covenants. Not to Sue, Non-Assertion of Assurance granted by Grantor OM

None.

Material Interference (§7(n))

None.