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
T.F.H. Publications, Inc.		12/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 106

Property Type	Number	Word Mark
Serial Number:	78775886	BAR-B-CHEW
Serial Number:	77752759	BORN IN THE USA
Serial Number:	75506056	BREATH-BONE
Serial Number:	77201472	BRUSH & FLOSS
Serial Number:	78307918	CHEEKY SQUEAKY PETS
Serial Number:	78307073	CHEW 'N FLOSS
Serial Number:	78286145	CHEW 'N FRESH
Serial Number:	77654489	CHEW SOLUTIONS
Serial Number:	77782664	CHEW TIME!
Serial Number:	77473847	CHEW! PLAY! THRIVE!
Serial Number:	77828459	CHEW-ROS!
Serial Number:	74083199	CHOOZ
Serial Number:	78775864	CHUBBY BUDDIES

CH $2665.00 78775886

Serial Number:	77491835	COMPLETE HERP CARE
Serial Number:	75389863	CORN-BONE
Serial Number:	77152666	COZY TIME
Serial Number:	75662224	CRAZY BALL
Serial Number:	75719435	CRAZY BALL
Serial Number:	85357777	DENTA-C
Serial Number:	75393851	DENTAL FLEX
Serial Number:	78666295	DENTWIST
Serial Number:	77909720	
Serial Number:	77916686	DOGLIFE: LIFELONG CARE FOR YOUR DOG
Serial Number:	78308025	DOUBLE ACTION
Serial Number:	77453706	DURA CHEW
Serial Number:	85020961	DURA TOY
Serial Number:	78839773	DURA-CORE
Serial Number:	77453699	FLEXI CHEW
Serial Number:	73675422	FLEXIBONE
Serial Number:	75430654	FLOATABLES
Serial Number:	78404666	FOLD-AWAY DEN & CARRIER
Serial Number:	76068715	FOLD-AWAY PET CARRIER
Serial Number:	78307168	FOLD-AWAY PET CARRIER
Serial Number:	85665592	FORTI-LIFE
Serial Number:	85103163	FUN SNACKIN'
Serial Number:	74549508	GALILEO'S BONE
Serial Number:	75342985	GLOW IN THE DARK POOCH PACIFIER
Serial Number:	73614903	GUMABONE
Serial Number:	73815953	GUMADISC
Serial Number:	73735292	GUMAKNOT
Serial Number:	78067842	HAPPY DOG
Serial Number:	75529387	
Serial Number:	77930190	HAPPY MOPPY
Serial Number:	77791836	HAPPY TIME!
Serial Number:	75687426	HEALTHY EDIBLES
Serial Number:	77828016	HEALTHY LIVING
Serial Number:	78501979	HERCULES
Serial Number:	78307079	HOMESTYLE

	75927136	KITTEN MITTEN
Serial Number:	76199866	KITTY L'AMOUR
Serial Number:	78818315	LOBO
Serial Number:	85143667	MEATY MEDALLIONS
Serial Number:	85143669	MEATY MEDALLIONS
Serial Number:	78740511	MINICHEWS
Serial Number:	78672660	NUBZ
Serial Number:	78470723	NUTRI BRUSH
Serial Number:	76512517	NUTRI DENT
Serial Number:	78385772	NYLA CHEW
Serial Number:	77752766	NYLABAR
Serial Number:	77505473	NYLABONE
Serial Number:	73273852	NYLABONE
Serial Number:	76432654	NYLABONE CHEW & BRUSH
Serial Number:	76370502	NYLABONE DENTAL CHEW
Serial Number:	74358926	
Serial Number:	76422011	NYLABONE HOMESTYLE EDIBLE CHEWS
Serial Number:	77362019	NYLIE
Serial Number:	75107848	OODLES
Serial Number:	76390075	OUTTA CONTROL
Serial Number:	75389862	PEANUT-BONE
Serial Number:	74033616	PLAQUE ATTACKER
Serial Number:	74306795	PLAQUE-OUT
Serial Number:	77030061	POCKET PROFESSIONAL GUIDE
Serial Number:	73527790	POOCH PACIFIER
Serial Number:	78947731	POOCHY PLAY PACK!
Serial Number:	78860889	POT BELLIES
Serial Number:	75423951	POTATO BONE
Serial Number:	78860352	PRIME CHOICE
Serial Number:	77533391	PRO ACTION
Serial Number:	73537887	PUPPY BONE
Serial Number:	78278668	PUPPY TEETHING KEYS
Serial Number:	76416649	QUICK AND EASY
Serial Number:	75256577	RHINO
Serial Number:	85665575	RIDGES & NUBZ

	77541161	RIPPIN' RIBS!
Serial Number:	75000644	ROAR-HIDE
Serial Number:	85520006	ROMP 'N CHOMP
Serial Number:	85225188	SHISH-KA-BONE
Serial Number:	78403816	THE SIMPLE GUIDE TO
Serial Number:	78283012	SNACK BONE
Serial Number:	75428224	SUPER-TUFF
Serial Number:	73375976	T.F.H.
Serial Number:	74135269	TARTAR CONTROL ODD BALL
Serial Number:	75201437	TENNISBONE
Serial Number:	78466952	TERRA NOVA: DISCOVER A WHOLE NEW WORLD O
Serial Number:	78882169	TFH
Serial Number:	78881586	TFH
Serial Number:	85752053	TFH PETBOOKS
Serial Number:	78172453	THING-IN-A-BAG
Serial Number:	78864509	TORO
Serial Number:	73369034	TROPICAL FISH HOBBYIST
Serial Number:	77539579	VET RECOMMENDED
Serial Number:	85219535	VETERINARIAN RECOMMENDED CHEW PLAY THRIV
Serial Number:	77020288	VIDA
Serial Number:	77035090	VIDA
Serial Number:	73675421	WISHBONE
Serial Number:	77155032	ZZAZZ

CORRESPONDENCE DATA

Fax Number: 4045818330

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

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640047
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	

	/Sidney R. Brown/
Date:	12/18/2013

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2013 (this "Agreement"), is made by T.F.H. PUBLICATIONS, INC., a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

T.F.H. PUBLICATIONS, INC.

By: _____
Name: Lori A. Varlas
Title: Assistant Secretary

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name: WILLIAM SHERRIS
Title: DIRECTOR

SCHEDULE I

Trademarks and Trademark Licenses

REGISTERED TRADEMARKS, APPLICATIONS, AND LICENSES

Registered Trademark	Registration No	Serial No	Registration Date	Country
BAR-B-CHEW	3295394	78775886	9/18/2007	USA
BORN IN THE USA	3734067	77752759	1/5/2010	USA
BREATH-BONE	2286733	75506056	10/12/1999	USA
BRUSH & FLOSS	3623585	77201472	5/19/2009	USA
CHEEKY SQUEAKY PETS	2973867	78307918	7/19/2005	USA
CHEW 'N FLOSS	2887885	78307073	9/21/2004	USA
CHEW 'N FRESH	2912961	78286145	12/21/2004	USA
CHEW SOLUTIONS	3807928	77654489	6/22/2010	USA
CHEW TIME!	3846304	77782664	9/7/2010	USA
CHEW! PLAY! THRIVE!	3737683	77473847	1/12/2010	USA
CHEW-ROS!	3914986	77828459	2/1/2011	USA
chooz & design	1731435	74083199	11/10/1992	USA
CHUBBY BUDDIES	3295393	78775864	9/18/2007	USA
COMPLETE HERP CARE & design	3645994	77491835	6/30/2009	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
CORN-BONE	2242124	75389863	4/27/1999	USA
COZY TIME	3437267	77152666	5/27/2008	USA
CRAZY BALL	2456047	75662224	5/29/2001	USA
CRAZY BALL	2520770	75719435	12/18/2001	USA
DENTA-C	N/A	85357777	N/A	USA
DENTAL FLEX	2217286	75393851	1/12/1999	USA
DENTWIST	3593046	78666295	3/17/2009	USA
dog profile with bone in mouth design	3831734	77909720	8/10/2010	USA
DOGLIFE: LIFELONG CARE FOR YOUR DOG	3899000	77916686	1/4/2011	USA
DOUBLE ACTION	2891373	78308025	10/5/2004	USA
DURA CHEW	3640887	77453706	6/16/2009	USA
DURA TOY	3969090	85020961	5/31/2011	USA
DURA-CORE	3321342	78839773	10/23/2007	USA
FLEXI CHEW	3640886	77453699	6/16/2009	USA
Flexibone & design	1481701	73675422	3/22/1988	USA
FLOATABLES	2301040	75430654	12/14/1999	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
FOLD-AWAY DEN & CARRIER	3065100	78404666	3/7/2006	USA
FOLD-AWAY PET CARRIER	2610851	76068715	8/20/2002	USA
FOLD-AWAY PET CARRIER	2945930	78307168	5/3/2005	USA
FORTI-LIFE	N/A	85665592	N/A	USA
FUN SNACKIN'	3971984	85103163	5/31/2011	USA
GALILEO'S BONE	1955400	74549508	2/6/1996	USA
GLOW IN THE DARK POOCH PACIFIER	2229650	75342985	3/2/1999	USA
GUMABONE	1434081	73614903	3/24/1987	USA
GUMADISC	1588027	73815953	3/20/1990	USA
GUMAKNOT	1527118	73735292	2/28/1989	USA
HAPPY DOG	2669172	78067842	12/31/2002	USA
Happy Dog design	2267316	75529387	8/3/1999	USA
HAPPY MOPPY	3868687	77930190	10/26/2010	USA
HAPPY TIME!	3938589	77791836	3/29/2011	USA
HEALTHY EDIBLES	2424040	75687426	1/23/2001	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
HEALTHY LIVING	3931969	77828016	3/15/2011	USA
HERCULES	3588949	78501979	3/10/2009	USA
HOMESTYLE	2906581	78307079	11/30/2004	USA
KITTEN MITTEN	2464673	75927136	6/26/2001	USA
KITTY L'AMOUR	2646890	76199866	11/5/2002	USA
LOBO	3309509	78818315	10/9/2007	USA
MEATY MEDALLIONS	N/A	85143667	N/A	USA
MEATY MEDALLIONS & design	N/A	85143669	N/A	USA
MINICHEWS	3185105	78740511	12/12/2006	USA
NUBZ	3357293	78672660	12/18/2007	USA
NUTRI BRUSH	3551792	78470723	12/23/2008	USA
NUTRI DENT	2880151	76512517	8/31/2004	USA
NYLA CHEW	3541729	78385772	12/2/2008	USA
NYLABAR	3794762	77752766	5/25/2010	USA
NYLABONE	3540310	77505473	12/2/2008	USA
NYLABONE	1170441	73273852	9/22/1981	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
NYLABONE CHEW & BRUSH	2783001	76432654	11/11/2003	USA
NYLABONE DENTAL CHEW	2776546	76370502	10/21/2003	USA
Nylabone design (actual shape of nylabone)	1869097	74358926	12/20/1994	USA
NYLABONE HOMESTYLE EDIBLE CHEWS	2782975	76422011	11/11/2003	USA
NYLIE	3828757	77362019	8/3/2010	USA
OODLES	2081209	75107848	7/22/1997	USA
OUTTA CONTROL	2856407	76390075	6/22/2004	USA
PEANUT-BONE	2256081	75389862	6/22/1999	USA
PLAQUE ATTACKER	1693229	74033616	6/9/1992	USA
PLAQUE-OUT	1808476	74306795	11/30/1993	USA
POCKET PROFESSIONAL GUIDE	3304907	77030061	10/2/2007	USA
POOCH PACIFIER	1394870	73527790	5/27/1986	USA
POOCHY PLAY PACK!	3447032	78947731	6/10/2008	USA
POT BELLIES	3295583	78860889	9/18/2007	USA
POTATO BONE	2346167	75423951	4/25/2000	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
PRIME CHOICE	3280952	78860352	8/14/2007	USA
PRO ACTION	3670673	77533391	8/18/2009	USA
PUPPY BONE	1387886	73537887	3/25/1986	USA
PUPPY TEETHING KEYS	2926075	78278668	2/8/2005	USA
QUICK AND EASY	2875337	76416649	8/17/2004	USA
RHINO	2164774	75256577	6/9/1998	USA
RIDGES & NUBZ	N/A	85665575	N/A	USA
RIPPIN' RIBS!	3781996	77541161	4/27/2010	USA
ROAR-HIDE	1999913	75000644	9/10/1996	USA
ROMP 'N CHOMP	4377264	85520006	7/30/2013	USA
SHISH-KA-BONE	4368981	85225188	7/16/2013	USA
SIMPLE GUIDE TO,THE	3026976	78403816	12/13/2005	USA
SNACK BONE & design	2939685	78283012	4/12/2005	USA
SUPER-TUFF	2373433	75428224	8/1/2000	USA
T.F.H. & design (oval)	1248346	73375976	8/16/1983	USA
TARTAR CONTROL ODD BALL	1739122	74135269	12/8/1992	USA
TENNISBONE	2151467	75201437	4/14/1998	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
TERRA NOVA: DISCOVER A WHOLE NEW WORLD OF DOGS	3134006	78466952	8/22/2006	USA
TFH & design (oval w/ animals BW)	3420530	78882169	4/29/2008	USA
TFH & design (oval w/ animals Color)	3420527	78881586	4/29/2008	USA
TFH Petbooks & design	N/A	85752053	N/A	USA
THING-IN-A-BAG	2785098	78172453	11/18/2003	USA
TORO	3295595	78864509	9/18/2007	USA
TROPICAL FISH HOBBYIST	1264930	73369034	1/24/1984	USA
VET RECOMMENDED & design	3645175	77539579	6/23/2009	USA
VETERINARIAN RECOMMENDED CHEW PLAY THRIVE & design	4068587	85219535	12/6/2011	USA
VIDA	3349136	77020288	12/4/2007	USA
VIDA	3366424	77035090	1/8/2008	USA
WISHBONE &design (dog profile with bone in mouth)	1481700	73675421	3/22/1988	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
ZZAZZ	3587823	77155032	3/10/2009	USA

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