

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
Kaytee Products Incorporated		12/05/2013	CORPORATION: WISCONSIN

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: 62

Property Type	Number	Word Mark
Serial Number:	74408261	BAY-MOR
Serial Number:	75223000	BIRDER'S BLEND
Serial Number:	77026184	COZY COMFORT
Serial Number:	78712131	EGG-CITE!
Serial Number:	85101456	ENERGY CHIPS
Serial Number:	74008277	EXACT
Serial Number:	78157421	EXACT HAND FEEDING
Serial Number:	77763491	EXACT NATURAL
Serial Number:	76326093	EXACT NUTRITION IN EVERY BITE
Serial Number:	78157839	EXACT ORGANIC
Serial Number:	78157396	EXACT RAINBOW
Serial Number:	77138968	EZ START
Serial Number:	75417140	

CH \$1565.00 74408261

Serial Number:	77135578	FEATHERED FUN
Serial Number:	74263983	FIESTA
Serial Number:	74367556	FIESTA
Serial Number:	77727378	FIESTA MAX
Serial Number:	73429483	FORTI-DIET
Serial Number:	74037893	FORTI-DIET
Serial Number:	77074435	FORTI-DIET CRUNCH
Serial Number:	77505534	FORTI-DIET PRO HEALTH
Serial Number:	78267488	FRESH ENVIRONMENT
Serial Number:	77707757	FUN-NEL
Serial Number:	78330951	FUSION
Serial Number:	74384941	GARDEN VALLEY
Serial Number:	77739017	HABITAT DEFINED
Serial Number:	77944523	HABITAT DEFINED
Serial Number:	74384326	KAY-KOB
Serial Number:	73624028	KAYTEE
Serial Number:	86075888	KAYTEE
Serial Number:	77873048	KAYTEE BEDDING FEATURE GUIDE LOW MEDIUM
Serial Number:	85090326	KAYTEE CHUNKY
Serial Number:	77808717	KAYTEE GOURMET RECIPE
Serial Number:	75267621	KAYTEE HEALTHY BITS
Serial Number:	76266216	KAYTEE HEALTHY TOPPINGS
Serial Number:	76285554	KAYTEE KRUNCH-A-ROUNDS
Serial Number:	78467754	KAYTEE MUNCHABLES
Serial Number:	75267442	KAYTEE NIBBLERS
Serial Number:	85332019	KAYTEE SELECT BLEND
Serial Number:	78219357	KAYTEE SOFT-SORBENT
Serial Number:	85113829	KAYTEE SPRING BLEND
Serial Number:	77688734	KAYTEE TIMOTHY HAY PLUS
Serial Number:	85113828	KAYTEE WINTER BLEND
Serial Number:	76053917	KAYTEE YOGURT CHIPS
Serial Number:	76098660	KO'S CHOICE
Serial Number:	73624067	KT
Serial Number:	73562603	MINI-FRIENDS
Serial Number:	78901959	MINI-FRIENDS

	77490984	NATURE'S BENEFITS
Serial Number:	78755419	NATURES DEFENSE
Serial Number:	74184832	NATURE'S HARVEST
Serial Number:	75683486	NATURE'S HARVEST
Serial Number:	73613479	NUTRA-CARE
Serial Number:	75123661	NUTRA-PUFFS
Serial Number:	77293100	SHEPPARD & GREENE
Serial Number:	77293101	SHEPPARD & GREENE FOCUSED ON FERRETS
Serial Number:	78575336	SNIX SNAX
Serial Number:	85288150	SQUIRREL RELIEF
Serial Number:	78642617	TOTAL COMFORT
Serial Number:	85147193	ULTRA WILD FINCH BLEND
Serial Number:	74462520	WASTE FREE
Registration Number:	4091465	KAYTEE BEDDING FEATURE GUIDE

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:	12/24/2013

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2013 (this "Agreement"), is made by KAYTEE PRODUCTS INCORPORATED, a Wisconsin 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.

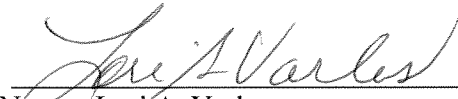
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be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

KAYTEE PRODUCTS INCORPORATED

By: 
Name: Lori A. Varlas
Title: Chief Financial Officer

[KAYTEE PRODUCTS – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005181 FRAME: 0532

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: William Bowers
Name: William Bowers
Title: DIRECTOR

[KAYTEE PRODUCTS – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005181 FRAME: 0533

SCHEDULE I

Trademarks and Trademark Licenses

REGISTERED TRADEMARKS, APPLICATIONS, AND LICENSES

Registered Trademark	Registration No	Serial No	Registration Date	Country
BAY-MOR	1833984	74408261	5/3/1994	USA
BIRDER'S BLEND	2150497	75223000	4/14/1998	USA
COZY COMFORT	3513048	77026184	10/7/2008	USA
EGG-CITE!	3178613	78712131	11/28/2006	USA
ENERGY CHIPS	3956189	85101456	5/3/2011	USA
EXACT	1641755	74008277	4/16/1991	USA
EXACT HAND FEEDING	2849396	78157421	6/1/2004	USA
EXACT NATURAL	3809473	77763491	6/29/2010	USA
EXACT NUTRITION IN EVERY BITE	2644457	76326093	10/29/2002	USA
EXACT ORGANIC	2851929	78157839	6/8/2004	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
EXACT RAINBOW	2856822	78157396	6/22/2004	USA
EZ START	3676934	77138968	9/1/2009	USA
Feather design	2379890	75417140	8/22/2000	USA
FEATHERED FUN	3481497	77135578	8/5/2008	USA
FIESTA	1819526	74263983	2/1/1994	USA
FIESTA	1828473	74367556	3/29/1994	USA
FIESTA MAX	3887216	77727378	12/7/2010	USA
FORTI-DIET	1293124	73429483	9/4/1984	USA
FORTI-DIET	1627471	74037893	12/11/1990	USA
FORTI-DIET CRUNCH	3432114	77074435	5/20/2008	USA
FORTI-DIET PRO HEALTH	3687145	77505534	9/22/2009	USA
FRESH ENVIRONMENT	2958186	78267488	5/31/2005	USA
FUN-NEL	3978622	77707757	6/14/2011	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
FUSION	3042577	78330951	1/10/2006	USA
GARDEN VALLEY	1817054	74384941	1/18/1994	USA
HABITAT DEFINED	3812871	77739017	7/6/2010	USA
HABITAT DEFINED	3963002	77944523	5/17/2011	USA
KAY-KOB	1821585	74384326	2/15/1994	USA
KAYTEE	1440780	73624028	5/26/1987	USA
KAYTEE & design	N/A	86075888	N/A	USA
KAYTEE BEDDING FEATURE GUIDE	4091465	77867393	1/24/2012	USA
KAYTEE BEDDING FEATURE GUIDE & design	4094156	77873048	1/31/2012	USA
KAYTEE CHUNKY	3949392	85090326	4/19/2011	USA
KAYTEE GOURMET RECIPE	4032119	77808717	9/27/2011	USA
KAYTEE HEALTHY BITS	2216716	75267621	1/5/1999	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
KAYTEE HEALTHY TOPPINGS	2698525	76266216	3/18/2003	USA
KAYTEE KRUNCH-A-ROUNDS	2633239	76285554	10/8/2002	USA
KAYTEE MUNCHABLES	3088673	78467754	5/2/2006	USA
KAYTEE NIBBLERS	2216715	75267442	1/5/1999	USA
KAYTEE SELECT BLEND	4,159,019	85332019	6/12/2012	USA
KAYTEE SOFT-SORBENT	2870600	78219357	8/3/2004	USA
KAYTEE SPRING BLEND	3942324	85113829	4/5/2011	USA
KAYTEE TIMOTHY HAY PLUS	3897723	77688734	12/28/2010	USA
KAYTEE WINTER BLEND	3935931	85113828	3/22/2011	USA
KAYTEE YOGURT CHIPS	2702957	76053917	4/1/2003	USA
KOI'S CHOICE	2581098	76098660	6/18/2002	USA
KT & design	1438266	73624067	4/28/1987	USA
MINI-FRIENDS	1391795	73562603	4/29/1986	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
MINI-FRIENDS	3433261	78901959	5/20/2008	USA
NATURE'S BENEFITS	3743013	77490984	1/26/2010	USA
NATURES DEFENSE	3262970	78755419	7/10/2007	USA
NATURE'S HARVEST	1848317	74184832	8/2/1994	USA
NATURE'S HARVEST	2488444	75683486	9/11/2001	USA
NUTRA-CARE	1434467	73613479	3/31/1987	USA
NUTRA-PUFFS	2152992	75123661	4/21/1998	USA
SHEPPARD & GREENE	3448506	77293100	6/17/2008	USA
SHEPPARD & GREENE FOCUSED ON FERRETS	3577360	77293101	2/17/2009	USA
SNIX SNAX	3169838	78575336	11/7/2006	USA
SQUIRREL RELIEF	N/A	85288150	N/A	USA
TOTAL COMFORT	3283634	78642617	8/21/2007	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
ULTRA WILD FINCH BLEND	4046752	85147193	10/25/2011	USA
WASTE FREE	1964482	74462520	3/26/1996	USA