

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
ROYAL PET SUPPLIES, INC.		01/31/2014	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
Name:	BANK OF MONTREAL, as Agent
Street Address:	111 West Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: CANADA

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Serial Number:	85751443	K-9 BLUE
Serial Number:	85751488	TERRABLU PROFFSSIONAL
Serial Number:	85574077	DEEP BLUE PROFFSSIONAL
Serial Number:	77741513	ROYAL PET SUPPLIES

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2123037064
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212 318 6824
Email:	christinedionne@paulhastings.com
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP
Address Line 1:	75 East 55th Street
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	91428.00002 (ABL)
NAME OF SUBMITTER:	Christine Dionne

CH \$115.00 85751443

Signature:	/Christine Dionne/
Date:	02/03/2014
<b>Total Attachments: 6</b> source=Phillips - ABL IP Security Agreement (Executed)(108332397_1) (2)#page1.tif source=Phillips - ABL IP Security Agreement (Executed)(108332397_1) (2)#page2.tif source=Phillips - ABL IP Security Agreement (Executed)(108332397_1) (2)#page3.tif source=Phillips - ABL IP Security Agreement (Executed)(108332397_1) (2)#page4.tif source=Phillips - ABL IP Security Agreement (Executed)(108332397_1) (2)#page5.tif source=Phillips - ABL IP Security Agreement (Executed)(108332397_1) (2)#page6.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 31, 2014, is made by each entity listed as Grantor on the signature pages hereto (each a “**Grantor**”, and collectively, the “**Grantors**”), in favor of Bank of Montreal, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Revolving Credit Agreement (as such term is defined in the Security Agreement)), each Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (collectively, the “**Intellectual Property**”). Until the Termination Date (as defined in the Revolving Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

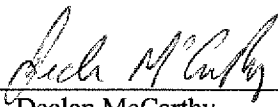
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Security Agreement.

[Signature Pages Follow]

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

**Royal Pet Supplies, Inc.,**  
as Grantor

By: 

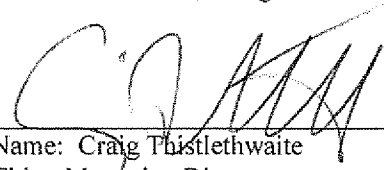
Name: Declan McCarthy

Title: Vice President, Treasurer and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**BANK OF MONTREAL**, as Agent

By:

  
Name: Craig Thistlethwaite  
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 005206 FRAME: 0436**

**Schedule I**  
**Trademarks**

*U.S. Trademark Registrations and Applications*

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Current Owner of Record</b>
K-9 BLUE	85751443 10/11/2012		US	Pending (Intent to Use)	ROYAL PET SUPPLIES, INC.
TERRABLU PROFESSIONAL	85751488 10/11/2012		US	Pending (Intent to Use)	ROYAL PET SUPPLIES, INC.
DEEP BLUE PROFESSIONAL	85574077 3/20/2012	4230003 10/23/2012	US	Registered	ROYAL PET SUPPLIES, INC.
ROYAL PET SUPPLIES	77741513 5/20/2009	3725368 12/15/2009	US	Registered	ROYAL PET SUPPLIES, INC.

**Schedule II**  
**Patents**

*United States Patent Registrations and Applications*

1. Registrations

None.

2. Applications

None.

**Schedule III**  
**Copyrights**

*United States Copyright Registrations and Applications*

1. Registrations

None.

2. Applications

None.