TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Natural Balance Pet Foods, Inc.		03/06/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank., N.A., as collateral agent
Street Address:	270 Park Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	4377371	DICK VAN PATTEN'S NATURAL BALANCE FAT CA
Registration Number:	4377370	FAT DOGS
Registration Number:	4329300	CATATOUILLE
Registration Number:	4329243	DELECTABLE DELIGHTS
Registration Number:	4325699	CHOPLICK'N STEW
Registration Number:	4322050	GOBBLER COBBLER
Registration Number:	4318626	O'FISHALLY SCAMPI
Registration Number:	4314544	FETCHIN' CATCHIN'S
Registration Number:	4314543	SEA BRULEE
Registration Number:	4314542	LIFE'S A BEACH
Registration Number:	4310485	LAND 'N SEA CATS-SEROLE
Registration Number:	4310484	PURRRFECT PAELLA
Registration Number:	4310483	PAWPAYA PILAF
Registration Number:	4241029	DICK VAN PATTEN'S NATURAL BALANCE ORGANI
Registration Number:	4222529	WHO LET THE DOGS OUT
Registration Number:	4141392	TILLMAN, THE WORLD'S FASTEST SKATEBOARDI
Registration Number:	4141390	TILLMAN & FRIENDS
Registration Number:	4096970	PLATEFULLS
Registration Number:	4074918	DICK VAN PATTEN'S NATURAL BALANCE SKIN A

OP $1715.00 4377371

Property Type	Number	Word Mark
Registration Number:	4068254	DICK VAN PATTEN'S NATURAL BALANCE SYNERG
Registration Number:	4050646	DICK VAN PATTEN'S NATURAL BALANCE PERFEC
Registration Number:	4036517	TILLMAN'S TREATS
Registration Number:	4036137	ALPHA
Registration Number:	4036136	DAWN OF A NEW GRAIN-FREE
Registration Number:	3999990	PERFECT BITES
Registration Number:	3979415	NATURAL BALANCE'S BARK IN THE PARK
Registration Number:	3979414	NATURAL BALANCE BARK IN THE PARK
Registration Number:	3947970	SYNERGY ULTRA
Registration Number:	3930337	
Registration Number:	3856097	DICK VAN PATTEN'S NATURAL BALANCE BEAR B
Registration Number:	3826678	LARGE BREED BITES
Registration Number:	3869519	LARGE BREED BITES
Registration Number:	3826677	SMALL BREED BITES
Registration Number:	3869518	SMALL BREED BITES
Registration Number:	3834968	ROLL-A-ROUNDS
Registration Number:	3799532	
Registration Number:	3869442	DICK VAN PATTEN'S NATURAL BALANCE TILLMA
Registration Number:	3814252	TILLMAN'S TRAINING TIPS
Registration Number:	3897993	OUR BIGGER IS BETTER
Registration Number:	3765172	THE FOOD FOR A LIFETIME
Registration Number:	3811726	L.I.T. LIMITED INGREDIENT TREATS
Registration Number:	3688217	BUY WITH CONFIDENCE
Registration Number:	3938311	DICK VAN PATTEN'S NATURAL BALANCE
Registration Number:	3938310	NATURAL BALANCE
Registration Number:	3389384	L.I.D. LIMITED INGREDIENT DIETS
Registration Number:	3235713	
Registration Number:	3118877	DICK VAN PATTEN'S NATURAL BALANCE ULTRA
Registration Number:	3044178	DICK VAN PATTEN'S NATURAL BALANCE
Registration Number:	3012321	ZOO QUALITY
Registration Number:	3583750	NATURAL BALANCE ORIGINAL ULTRA
Registration Number:	3587599	DICK VAN PATTEN'S NATURAL BALANCE A. M.
Registration Number:	3456139	CLUB NB
Registration Number:	3731713	NATURAL BALANCE SMALL BITES
Registration Number:	3413592	SMALL BITES
Registration Number:	3728753	TRAINING TIPS
Registration Number:	3418943	HEALTHY BONES
Registration Number:	3524525	ANCESTRAL MODEL DIET
Registration Number:	3272980	PEOPLE FOOD FOR PETS

Property Type	Number	Word Mark
Registration Number:	3275859	SPUDS
Registration Number:	2452855	NATURAL BALANCE
Serial Number:	86035858	BELLY BITES
Serial Number:	86015716	PROTEIN WITH A PURPOSE
Serial Number:	86143651	WHOLE BODY HEALTH
Serial Number:	85746147	JERKY BARK
Serial Number:	85572181	BOWL O'BARKGUNDY
Serial Number:	85857532	CUTE KITTEN
Serial Number:	85857488	DICK VAN PATTEN'S NATURAL BALANCE CUTE P
Registration Number:	3118876	DICK VAN PATTEN'S NATURAL BALANCE ULTRA

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/ Marina Kelly, Thomson Reuters /
DATE SIGNED:	03/31/2014

Total Attachments: 11

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Natural Balance Pet Foods, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: CA
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as collateral agent

Street Address: 270 Park Avenue

City: New York

State: NY

Country: USA Zip: 10017

☐ Individual(s) Citizenship
☒ Association Citizenship USA
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 6, 2014

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 68

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Elaine Carrera — March 31, 2014

Signature — Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March 6, 2014 is made by Natural Balance Pet Foods, Inc., a California corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as collateral agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement, referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of March 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Big Heart Pet Brands, a Delaware corporation, (the "Lead Borrower"), the other Borrowers from time to time party thereto (as defined therein, together with the Lead Borrower, the "Borrowers"), Blue Acquisition Group, Inc., a Delaware corporation ("Holdings"), the Lender Parties from time to time party thereto, the Agent, JPMorgan Chase Bank, N.A. as administrative agent and the other agents parties thereto, the Lender Parties have severally agreed to make loans and the Issuing Banks have agreed to issue Letters of Credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrowers, Holdings and any Subsidiaries of the Lead Borrower that become a party thereto, have executed and delivered a Security Agreement, dated as of March 6, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent, for the benefit of the Agent and the other Secured Parties, a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Issuing Banks to issue Letters of Credit to the Borrowers pursuant to the Credit Agreement, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements and Secured Hedge Agreements with the Lead Borrower and/or its Subsidiaries, Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NATURAL BALANCE PET FOODS, INC.,
as Grantor

By:_____
Name: Larry E. Bodner
Title: Chief Financial Officer and Treasurer

[Signature page to Grant of Security Interest in Trademark Rights]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name: Tony Yung
Title: Executive Director

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
Natural Balance Pet Foods, Inc.	BELLY BITES	86035858 08/12/2013	
Natural Balance Pet Foods, Inc.	PROTEIN WITH A PURPOSE	86015716 07/21/2013	
Natural Balance Pet Foods, Inc.	WHOLE BODY HEALTH	86143651 12/13/2013	
Natural Balance Pet Foods, Inc.	JERKY BARK	85746147 10/04/2012	
Natural Balance Pet Foods, Inc.	BOWL O'BARKGUNDY	85572181 03/16/2012	
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE FAT CATS	85585388 03/30/2012	4377371 07/30/2013
Natural Balance Pet Foods, Inc.	FAT DOGS	85585368 03/30/2012	4377370 07/30/2013
Natural Balance Pet Foods, Inc.	CUTE KITTEN	85857532 02/22/2013	
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE CUTE PUPPY	85857488 02/22/2013	
Natural Balance Pet Foods, Inc.	CATATOUILLE	85570480 03/15/2012	4329300 04/30/2013

Natural Balance Pet Foods, Inc.	DELECTABLE DELIGHTS	85545975 02/17/2012	4329243 04/30/2013
Natural Balance Pet Foods, Inc.	CHOPLICK'N STEW	85572190 03/16/2012	4325699 04/23/2013
Natural Balance Pet Foods, Inc.	GOBBLER COBBLER	85570652 03/15/2012	4322050 04/16/2013
Natural Balance Pet Foods, Inc.	O'FISHALLY SCAMPI	85570674 03/15/2012	4318626 04/09/2013
Natural Balance Pet Foods, Inc.	FETCHIN' CATCHIN'S	85570525 03/15/2012	4314544 07/10/2012
Natural Balance Pet Foods, Inc.	SEA BRULEE	85570500 03/15/2012	4314543 04/02/2013
Natural Balance Pet Foods, Inc.	LIFE'S A BEACH	85570462 03/15/2012	4314542 04/02/2013
Natural Balance Pet Foods, Inc.	LAND 'N SEA CATS-SEROLE	85570620 03/15/2012	4310485 03/26/2013
Natural Balance Pet Foods, Inc.	PURRRFECT PAELLA	85570550 03/15/2012	4310484 03/26/2013
Natural Balance Pet Foods, Inc.	PAWPAYA PILAF	85570434 03/15/2012	4310483 03/26/2013
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE ORGANIC FORMULAS	85544830 02/16/2012	4241029 11/13/2012
Natural Balance Pet Foods, Inc.	WHO LET THE DOGS OUT	85220263 11/18/2011	4222529 10/09/2012
Natural Balance Pet Foods, Inc.	TILLMAN, THE WORLD'S FASTEST SKATEBOARDING DOG	85302714 04/22/2011	4141392 05/15/2012

Natural Balance Pet Foods, Inc.	TILLMAN & FRIENDS	85302597 04/22/2011	4141390 05/15/2012
Natural Balance Pet Foods, Inc.	PLATEFULLS	85170736 11/15/2010	4096970 02/07/2012
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE SKIN AND COAT PROMISE	85110581 08/18/2010	4074918 12/20/2011
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE SYNERGY	85111750 08/19/2010	4068254 12/06/2011
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE PERFECT BITES	85170732 11/05/2010	4050646 11/01/2011
Natural Balance Pet Foods, Inc.	TILLMAN'S TREATS	85170708 11/05/2010	4036517 10/04/2011
Natural Balance Pet Foods, Inc.	ALPHA	85110597 08/18/2010	4036137 10/04/2011
Natural Balance Pet Foods, Inc.	DAWN OF A NEW GRAIN-FREE	85110564 08/18/2010	4036136 10/04/2011
Natural Balance Pet Foods, Inc.	PERFECT BITES	85170715 11/05/2010	3999990 07/19/2011
Natural Balance Pet Foods, Inc.	NATURAL BALANCE'S BARK IN THE PARK	85040377 05/17/2010	3979415 06/14/2011
Natural Balance Pet Foods, Inc.	NATURAL BALANCE BARK IN THE PARK	85040362 05/17/2010	3979414 06/14/2011
Natural Balance Pet Foods, Inc.	SYNERGY ULTRA	85156375 10/19/2010	3947970 04/19/2011
Natural Balance Pet Foods, Inc.		85167148 11/02/2010	3930337 03/08/2011

Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE BEAR BISCUITS	77924015 01/29/2010	3856097 10/05/2010
Natural Balance Pet Foods, Inc.	LARGE BREED BITES	77916257 01/20/2010	3826678 07/27/2010
Natural Balance Pet Foods, Inc.	LARGE BREED BITES	77916250 01/20/2010	3869519 11/02/2010
Natural Balance Pet Foods, Inc.	SMALL BREED BITES	77916230 01/20/2010	3826677 07/27/2010
Natural Balance Pet Foods, Inc.	SMALL BREED BITES	77916212 01/20/2010	3869518 11/02/2010
Natural Balance Pet Foods, Inc.	ROLL-A-ROUNDS	77916176 01/20/2010	3834968 08/17/2010
Natural Balance Pet Foods, Inc.		77887533 12/07/2009	3799532 06/08/2010
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE TILLMAN'S TRAINING TIPS	77887489 12/07/2009	3869442 11/02/2010
Natural Balance Pet Foods, Inc.	TILLMAN'S TRAINING TIPS	77876900 11/19/2009	3814252 07/06/2010
Natural Balance Pet Foods, Inc.	OUR BIGGER IS BETTER	77850858 10/16/2009	3897993 12/28/2010
Natural Balance Pet Foods, Inc.	THE FOOD FOR A LIFETIME	77696035 03/20/2009	3765172 03/23/2010
Natural Balance Pet Foods, Inc.	L.I.T. LIMITED INGREDIENT TREATS	77665400 02/06/2009	3811726 06/29/2010
Natural Balance Pet Foods, Inc.	BUY WITH CONFIDENCE	77534642 07/30/2002	3688217 09/29/2009

Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE	77514889 07/03/2008	3938311 03/29/2011
Natural Balance Pet Foods, Inc.	NATURAL BALANCE	77514865 07/03/2008	3938310 03/29/2011
Natural Balance Pet Foods, Inc.	L.I.D. LIMITED INGREDIENT DIETS	76662690 07/07/2006	3389384 02/26/2008
Natural Balance Pet Foods, Inc.		76667787 10/20/2006	3235713 05/01/2007
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE ULTRA PREMIUM CAT FOOD	76633744 03/18/2005	3118877 07/25/2006
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE ULTRA PREMIUM DOG FOOD	76633357 03/14/2005	3118876 07/25/2006
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE	76627828 01/13/2005	3044178 01/17/2006
Natural Balance Pet Foods, Inc.	ZOO QUALITY	76593810 05/24/2004	3012321 11/01/2005
Natural Balance Pet Foods, Inc.	NATURAL VALANCE ORIGINAL ULTRA	76686802 02/14/2008	3583750 03/13/2009
Natural Balance Pet Foods, Inc.	DICK VAN PATTEN'S NATURAL BALANCE A. M. P. AGILITY MUSCLE PERFORMANCE	76685955 01/22/2008	3587599 03/10/2009
Natural Balance Pet Foods, Inc.	CLUB NB	76680605 08/10/2007	3456139 07/01/2008
Natural Balance Pet Foods, Inc.	NATURAL BALANCE SMALL BITES	76680080 07/30/2007	3731713 12/29/2009
Natural Balance Pet Foods, Inc.	SMALL BITES	76675273 04/10/2007	3413592 04/15/2008

Natural Balance Pet Foods, Inc.	TRAINING TIPS	76673635 03/06/2007	3728753 12/22/2009
Natural Balance Pet Foods, Inc.	HEALTHY BONES	76673634 03/06/2007	3418943 04/29/2008
Natural Balance Pet Foods, Inc.	ANCESTRAL MODEL DIET	76656139 03/07/2006	3524525 10/28/2008
Natural Balance Pet Foods, Inc.	PEOPLE FOOD FOR PETS	76643220 07/20/2005	3272980 07/31/2007
Natural Balance Pet Foods, Inc.	SPUDS	76633021 03/09/2005	3275859 08/07/2007
Natural Balance Pet Foods, Inc.	NATURAL BALANCE	75898128 01/19/2000	2452855 05/22/2001

Material Inbound Exclusive Licenses in U.S. Trademarks

None.