

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306159

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tuffy's Pet Foods, Inc.		05/30/2014	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	135 S LaSalle St		
<b>Internal Address:</b>	IL4-135-04-13		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1585003	SUPREME	
<b>Registration Number:</b>	2010312	TUFFY'S	
<b>Registration Number:</b>	2762737	TUFFY'S GOLD	
<b>Registration Number:</b>	2928323	SUPREME TENDER LOVIN' TREATS	
<b>Registration Number:</b>	3899868	HOME LAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	612-766-6911		
<b>Email:</b>	susan.carlson@faegrebd.com		
<b>Correspondent Name:</b>	Susan Carlson, Faegre Baker Daniels LLP		
<b>Address Line 1:</b>	90 S 7th St Ste 2200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Susan Carlson		
<b>SIGNATURE:</b>	/e/ Susan Carlson		
<b>DATE SIGNED:</b>	05/30/2014		
<b>Total Attachments: 3</b>			
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of May 30, 2014 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

TUFFY'S PET FOODS, INC.

By Kenneth L. Nelson  
Name: Kenneth L. Nelson  
Title: Chief Executive Officer/President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Very truly yours,

TUFFY'S PET FOODS, INC.

By \_\_\_\_\_  
Name: Kenneth L. Nelson  
Title: Chief Executive Officer/President

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: Christine Trotter  
Name: Christine Trotter  
Title: Assistant Vice President

Schedule 1 Trademarks – Tuffly’s Pet Foods, Inc.

United States of America Registrations

<b>Trademark</b>	<b>Application/Registration No.</b>	<b>Application/Registration Date</b>
Supreme	1585003	2/27/90
Tuffly’s	2010312	10/22/96
Tuffly’s Gold	2762737	9/9/03
Supreme Tender Lovin’ Treats	2928323	2/22/05
Home Land	3899868	1/4/11