

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Pet Products, LLC		07/02/2014	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4110129	SPRING NATURALS	
Serial Number:	86221810	CANINE CATTLE CORRAL	
Serial Number:	86221812	KITTY CORRAL	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	205344-15		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	07/07/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This 2nd day of July, 2014, Performance Pet Products, LLC, a Minnesota limited liability company ("*Debtor*") with its principal place of business and mailing address at 915 East Havens Street, Mitchell, South Dakota 57301, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges and grants to Bank of Montreal, a Canadian chartered bank, as Agent, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Third Amended and Restated Security Agreement dated May 22, 2014 herewith between Debtor, such affiliates and Secured Party (such Third Amended and Restated Security Agreement, as amended, modified, supplemented or restated from time to time, hereinafter the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not pledge or grant a security interest to Secured Party in any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted to the extent the grant of such security interest would impair the registerability of such applications or the validity or enforceability of registrations issuing from such applications. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

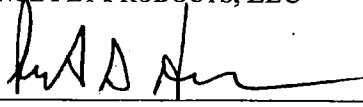
For clarity, this Trademark Security Agreement is not intended as a current assignment of the entire interest in the trademark, trademark registration and trademark application listed on

Schedule A hereto but it is intended to assign a security interest only on and pursuant to the terms of the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

PERFORMANCE PET PRODUCTS, LLC

By 

Name: Robert Hovde
Title: Treasurer

BANK OF MONTREAL, as Agent

By _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the date and year last above written.

PERFORMANCE PET PRODUCTS, LLC

By _____
Name: Robert Hovde
Title: Treasurer

BANK OF MONTREAL, as Agent

By Thomas M. Ausborn
Name: Thomas Ausborn
Title: Vice President

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED TRADEMARKS:

PERFORMANCE PET PRODUCTS, LLC		
MARK	MARK (WORDS)	REGISTRATION No.
SPRING NATURALS	SPRING NATURALS	4110129

PENDING U.S. TRADEMARKS:

PERFORMANCE PET PRODUCTS, LLC		
MARK	MARK (WORDS)	SERIAL NO.
CANINE CATTLE CORRAL (Word Mark)	CANINE CATTLE CORRAL (Word Mark)	86221810
KITTY CORRAL	KITTY CORRAL	86221812