

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 4420/0247		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/01/2014	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Simmons Pet Food, Inc.		
Street Address:	601 N. Hico		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1712027	STRONGHEART DOG FOOD	
Registration Number:	1699300	KAM	
Registration Number:	1606610	HUSKY	
Registration Number:	702658	KITTY	
Registration Number:	702364	POINTER	
Registration Number:	1626186	VIGO	
Registration Number:	304714	VIGO	
Registration Number:	3314091	HEALTHY BY DESIGN	
Registration Number:	2704822	FIT & ACTIVE	
Registration Number:	3463169	STRONGHEART	
Registration Number:	3441569	HEALTHY BY DESIGN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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		
		TRADEMARK	

OP \$290.00 1712027

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	10/02/2014
Total Attachments: 5 source=40. Simmons Pet Food-TM Release Executed#page1.tif source=40. Simmons Pet Food-TM Release Executed#page2.tif source=40. Simmons Pet Food-TM Release Executed#page3.tif source=40. Simmons Pet Food-TM Release Executed#page4.tif source=40. Simmons Pet Food-TM Release Executed#page5.tif	

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):

Wells Fargo Bank, National Association

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 1, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest at Reel/Frame 4420/0247

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Simmons Pet Food, Inc.

Street Address: 601 N. Hico

City: Siloam Springs

State: AR

Country: USA Zip: 72761

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship USA-AR
 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)

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:

11

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
Signature

October 1, 2014
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release"), is dated as of October 1, 2014, by and between SIMMONS PET FOOD, INC., an Arkansas corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, pursuant to the terms and conditions of (i) the Second Lien Collateral Agreement, dated as of November 3, 2010, among the Grantor, its affiliates and the Collateral Agent (as amended from time to time, the "Collateral Agreement") and (ii) the Grant of Security Interest in Trademarks and Patents, dated as of November 3, 2010, between the Grantor and Collateral Agent and recorded with the U.S. Patent and Trademark Office on November 22, 2010 at (Trademark Reel 004420 and Frame 0247), the Grantor granted to the Collateral Agent a security interest in, and a lien upon, all of Grantor's right, title and interest in and to, among other things, the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto (the "Trademarks").

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent and the Grantor hereby agree as follows:

1. Release and Assignment. The Collateral Agent hereby terminates and releases its security interest in and second priority lien on all of the Trademarks, and the Collateral Agent hereby assigns and transfers to the Grantor, without recourse, all of the Collateral Agent's right, title and interest in and to each of the Trademarks and the related trademark registrations and goodwill, effective as of the date set forth above.

2. Acknowledgment and Acceptance. The Grantor hereby acknowledges and accepts the foregoing release and assignment by the Collateral Agent.

3. Counterparts. This Release may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this release by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Release. Any party delivering an executed counterpart of this Release by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date first set forth above.

GRANTOR:

SIMMONS PET FOOD, INC.,
an Arkansas corporation

By: 

Print Name: Mark A. Wiens

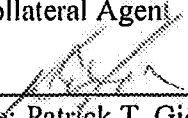
Title: Executive Vice President and Chief Financial Officer

[Signature Page to Trademark Release --- Pet Food]

TRADEMARK
REEL: 005373 FRAME: 0154

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Patrick T. Giordano
Title: Vice President

[Signature Page to Trademark Release -- Pet Food]

TRADEMARK
REEL: 005373 FRAME: 0155

Schedule A - Trademarks

Trademark	Registration #	Issue Date	Owner
Strongheart Dog Food	1712027	9/1/1992	Simmons Pet Food, Inc.
KAM	1699300	7/7/1992	Simmons Pet Food, Inc.
Husky	1606610	7/17/1990	Simmons Pet Food, Inc.
Kitty	0702658	8/9/1960	Simmons Pet Food, Inc.
Pointer	0702364	8/2/1960	Simmons Pet Food, Inc.
Vigo	1,626,186	12/4/1990	Simmons Pet Food, Inc.
Vigo	0,304,714	7/18/1933	Simmons Pet Food, Inc.
Healthy by Design	3,314,091	10/16/2007	Simmons Pet Food, Inc.
Fit & Active	2,704,822	4/8/2003	Simmons Pet Food, Inc.
Strongheart	3,463,169	7/8/2008	Simmons Pet Food, Inc.
Healthy by Design	3,441,569	6/3/2008	Simmons Pet Food, Inc.