

PATENTS

Title	Application/Publication/ Patent Number	Filing/Issue Date	Assignee
Pet Food Treats, Pet Food Treats Processing System, and Process for Making the Pet Food Treats	Serial No. 12/482,486	06/11/2009	Professor Connor's, Inc.

TRADEMARKS

U.S. Trademark	Serial No. Registration No.	Filing/Issue Date	Assignee
PENDING			
CHILLY WAGS	85/439,504	10/05/2011	Pending Professor Connor's, Inc.
DOGNATION	85/306,353	04/27/2011	Pending Professor Connor's, Inc.
FRESHPET DOG JOY TREATS	85/306,337	04/27/2011	Pending Professor Connor's, Inc.
VITAL	85/306,374	04/27/2011	Pending Professor Connor's, Inc.
VITAL COMPLETE MEALS	85/306,384	04/27/2011	Pending Professor Connor's, Inc.
WAG FACTOR	85/439,509	10/05/2011	Pending Professor Connor's, Inc.
WAG-GURT	85/439,497	10/05/2011	Pending Professor Connor's, Inc.
REGISTERED			

Intellectual Property Security Agreement

U.S. Trademark	Serial No. Registration No.	Filing/Issue Date	Assignee
DELI FRESH	3,097,552	05/30/2006	Registered Professor Connor's, Inc.
FRESH BONES	4,127,108	04/10/2012	Registered Professor Connor's, Inc.
FRESH PET	4,028,462	09/20/2011	Registered Professor Connor's, Inc.
FRESH PET	3,383,087	02/12/2008	Registered Professor Connor's, Inc.
HOMESTYLE SELECT	3,360,658	12/25/2007	Registered Professor Connor's, Inc.
NATURE'S FRESH	3,779,569	04/20/2010	Registered Professor Connor's, Inc.
PROFESSOR CONNOR'S DELI FRESH GENTLY COOKED WITH FRESH INGREDIENTS	3,215,115	03/06/2007	Registered Professor Connor's, Inc.
ROASTED MEALS	4,127,101	04/10/2012	Registered Professor Connor's, Inc.
THEY KNOW... FRESH IS BETTER	4,078,249	12/27/2011	Registered Professor Connor's, Inc.
VETERINARY NUTRITION	4,127,102	04/10/2012	Registered Professor Connor's, Inc.

TRADEMARK APPLICATIONS

Mark	Appl. No.	Date Filed	Grantor
CELEBRATION COOKIE	85/854,618	2/20/13	Professor Connor's, Inc.
FRESH FOOD FOR FIDO	85/646,134	6/7/12	Professor Connor's, Inc.
FRESHPET VITAL	85/647,320	6/8/12	Professor Connor's, Inc.
PETFRESH	85/659,531	6/22/12	Professor Connor's, Inc.
PETS EAT FRESH	85/659,548	2/20/13	Professor Connor's, Inc.

**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This **TERMINATION AND RELEASE** dated as of November 13, 2014, from **ONEWEST BANK N.A.** (formerly known as OneWest Bank, FSB), as Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the "Agent") to **FRESHPET, INC.** (formerly known as Professor Connor's, Inc.), a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 8, 2012 among the Grantor, the several banks and other lenders from time to time party thereto (the "Lenders"), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor has executed that certain Intellectual Property Security Agreement, dated as of June 8, 2012, in favor of the Agent for the benefit of the Secured Parties, and recorded solely in the United States Patent and Trademark Office at Trademark Reel 4799 Frame 0364 and Patent Reel 028355 Frame 0457, and as amended by that certain First Supplement to Intellectual Property Security Agreement dated as of April 15, 2013, and recorded solely in the United States Patent and Trademark Office at Trademark Reel 5011 Frame 0215 (collectively, the "Grant of Security Interest");

WHEREAS, pursuant to the Grant of Security Interest, a security interest (the "Security Interest") was granted by the Grantor to the Agent, for the benefit of the Secured Parties, in (i) certain trademarks and trademark registrations and trademark applications of the Grantor, including without limitation those listed on Schedule A hereto and made a part hereof, 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 all proceeds of the foregoing, and claims for damages by reason of past, present, or future infringements thereof and rights to sue for and collect such damages, and (ii) certain patents and/or patent applications of the Grantor, including without limitation those listed on Schedule A hereto and made a part hereof, and all proceeds of any and all of the foregoing, and all past, present and current causes of action for infringement of any of the foregoing (collectively, the "Collateral");

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Grant of Security Interest, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby fully and finally terminates, releases and discharges the Security Interest, and re-assigns to Grantor any and all other rights in, to and under the Collateral that Agent may have.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ONEWEST BANK N.A.
(formerly known as OneWest Bank, FSB)

By: *David G. Wilson*

Name: DAVID G. WILSON

Title: Executive Vice President

[Signature page to Termination and Release]

SCHEDULE A
TO
TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

[See Attached]

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RECORDED: 12/04/2014

TRADEMARK
REEL: 005420 FRAME: 0872