

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM337363

<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>
Animal Supply Company LLC		03/30/2015	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHASE CAPITAL CORPORATION, as Collateral Agent		
<b>Street Address:</b>	1110 S. Dearborn, Mail Code IL 1-0401		
<b>Internal Address:</b>	Attn: Head of Investment Management		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4614615	IT HAPPENS	
<b>Registration Number:</b>	4618108	BASIL & BAXTER'S BAKERY B & B	
<b>Registration Number:</b>	4618107	BASIL & BAXTER'S BAKERY	
<b>Registration Number:</b>	4430004	ESSENTIAL DELIGHTS	
<b>Serial Number:</b>	86503695	ANIMAL SUPPLY CO. DELIVERING SUCCESS	
<b>Serial Number:</b>	86503682	INTEGRITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148558200		
<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>	2148558000		
<b>Email:</b>	chris.andersen@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Erin B. Roth		
<b>Address Line 1:</b>	2200 Ross Avenue, Suite 3600		
<b>Address Line 2:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-7932		
<b>ATTORNEY DOCKET NUMBER:</b>	11302112		
<b>NAME OF SUBMITTER:</b>	Chris Andersen		

OP \$165.00 4614615

<b>SIGNATURE:</b>	/chris andersen/
<b>DATE SIGNED:</b>	04/06/2015
<b>Total Attachments: 5</b> source=CC_ASC - Trademark Security Agreement - Second Lien (Additional Marks - March 2015)#page1.tif source=CC_ASC - Trademark Security Agreement - Second Lien (Additional Marks - March 2015)#page2.tif source=CC_ASC - Trademark Security Agreement - Second Lien (Additional Marks - March 2015)#page3.tif source=CC_ASC - Trademark Security Agreement - Second Lien (Additional Marks - March 2015)#page4.tif source=CC_ASC - Trademark Security Agreement - Second Lien (Additional Marks - March 2015)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2015 by ANIMAL SUPPLY COMPANY LLC, a Washington limited liability company ("Grantor"), in favor of CHASE CAPITAL CORPORATION (the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of September 17, 2013, by and among Grantor, as Borrower, the other Loan Parties party thereto, the lenders from time to time party thereto and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to Borrower;

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered to Collateral Agent that certain Security Agreement (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for its benefit and the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral");

(a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any of its Trademarks (the "Trademark Licenses"), including those registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under a Trademark License; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for its benefit and the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

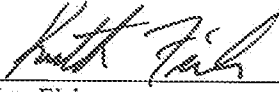
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks. Without limiting any of the Grantor's obligations under this Section 4, Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of Collateral Agent in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ANIMAL SUPPLY COMPANY LLC,**  
a Washington limited liability company

By:   
Name: Ken Fish  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**CHASE CAPITAL CORPORATION,**  
as Collateral Agent

By: Therese Icuss  
Name: Therese Icuss  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGIS. NUMBER</b>	<b>REGIS. DATE</b>
ANIMAL SUPPLY CO. DELIVERING SUCCESS	86503695	NA	01/14/15 (file date)
INTEGRITY	86503682	NA	01/14/15 (file date)
<u>IT HAPPENS</u>	<u>85923791</u>	4614615	09/30/14
<u>BASIL &amp; BAXTER'S BAKERY B &amp; B</u>	<u>85810218</u>	4618108	10/07/14
<u>BASIL &amp; BAXTER'S BAKERY</u>	<u>85810216</u>	4618107	10/07/14
ESSENTIAL DELIGHTS	85815524	4430004	11/05/13