

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Pet Products, LLC		08/13/2015	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	American Foods Group, LLC		
Street Address:	1120 Lake Avenue		
City:	Fairmont		
State/Country:	MINNESOTA		
Postal Code:	56031		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4110129	SPRING NATURALS	
Registration Number:	4628349	KITTY CORRAL	
Registration Number:	4628348	CANINE CATTLE CORRAL	
Registration Number:	3077485	P PERFORMANCE PET PRODUCTS	
Registration Number:	3622353	PERFORMANCE PET PRODUCTS	
Registration Number:	3559698	CANINE CATTLE COMPANY	
Registration Number:	2501819	BEEFY MONSTER BONE	
Registration Number:	2102185	CANINE CATTLE COMPANY	
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>			
Phone:	6512226321		
Email:	tdoyle@felhaber.com		
Correspondent Name:	Thomas J. Doyle		
Address Line 1:	444 Cedar Street Suite 2100		
Address Line 4:	Saint Paul, MINNESOTA 55101		
ATTORNEY DOCKET NUMBER:	5058.176		
NAME OF SUBMITTER:	Thomas J. Doyle		

CH \$215.00 4110129

SIGNATURE:	/thomas j. doyle/
DATE SIGNED:	08/17/2015
Total Attachments: 3 source=Performance Pet - Trademark Security Agreement - Executed-c#page1.tif source=Performance Pet - Trademark Security Agreement - Executed-c#page2.tif source=Performance Pet - Trademark Security Agreement - Executed-c#page3.tif	

TRADEMARK SECURITY AGREEMENT

This 15th day of August, 2015, Performance Pet Products, LLC, a Minnesota limited liability company ("*Debtor*") with its principal place of business and mailing address at 590 West Park Road, Redwood Falls, MN 56283, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges and grants to American Foods Group, LLC, a Delaware limited liability company, with its mailing address at 1120 Lake Avenue, Fairmont, MN 56031, 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 Security Agreement dated July 27, 2015 herewith between Debtor, such affiliates and Secured Party. 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.

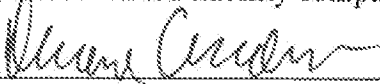
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

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, a
Minnesota limited liability company

By: 

Name: Duane Anderson

Its: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005600 FRAME: 0390

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

PERFORMANCE PET PRODUCTS, LLC		
MARK	MARK (WORDS/LOGO)	REGISTRATION NO.
SPRING NATURALS	SPRING NATURALS	4110129
KITTY CORRAL	KITTY CORRAL	4628349
CANINE CATTLE CORRAL	CANINE CATTLE CORRAL	4628348
P PERFORMANCE PET PRODUCTS		3077485
PERFORMANCE PET PRODUCTS		3622353
CANINE CATTLE COMPANY		3559698
BEEFY MONSTER BONE	BEEFY MONSTER BONE	2501819
CANINE CATTLE COMPANY		2102185