

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Animal Supply Company, LLC		01/12/2016	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	CHASE CAPITAL CORPORATION, as Collateral Agent		
Street Address:	1110 S. Dearborn, Mail Code IL 1-0401		
Internal Address:	Attn: Head of Investment Management		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3035716	LONESTAR PET SUPPLY, INC.	
Registration Number:	3947573	RFG DISTRIBUTING INC.	
Registration Number:	3947557	RFG DISTRIBUTING INC.	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	11302112		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	01/28/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 12, 2016, 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 made 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 Lenders, 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 Lenders, 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.

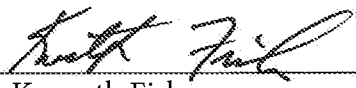
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks. Without limiting any of 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 pages follow]

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: Kenneth Fish
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

CHASE CAPITAL CORPORATION,
as Collateral Agent

By: Therese Iuss
Name: Therese Iuss
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Serial No./ Registration No.	Filing Date/ Registration Date
<p>LONESTAR PET SUPPLY, INC. SM United States</p> 	<p>Serial No.: 78/540,975 Reg. No.: 3,035,716</p>	<p>Filing Date: 1/3/2005 Reg. Date: 12/27/2005</p>
 <p>United States</p>	<p>Serial No.: 85/109,795 Registration No.: 3,947,573</p>	<p>Filing Date: 8/17/2010 Registration Date: 4/19/2011</p>
<p>RFG DISTRIBUTING, INC. United States</p>	<p>Serial No.: 85/109,626 Registration No.: 3,947,557</p>	<p>Filing Date: 8/17/2010 Registration Date: 4/19/2011</p>