

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380872

<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>
M.I. Intermediate Holdings, Inc.		04/11/2016	Corporation: DELAWARE
M.I. Industries, Incorporated		04/11/2016	Corporation: NEBRASKA
Nature's Variety, Inc.		04/11/2016	Corporation: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Bank, National Association		
<b>Street Address:</b>	281 Tresser Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86847752	FEED WHAT'S REAL	
<b>Serial Number:</b>	86708701	HEALTHY CRAVINGS	
<b>Serial Number:</b>	86608823	INSTINCT RAW MARKET	
<b>Serial Number:</b>	86833323	LONG LIVE PETS	
<b>Serial Number:</b>	86833324	LONGLIVEPETS.COM	
<b>Serial Number:</b>	86708695	RAW MARKET	
<b>Serial Number:</b>	86833320	REAL FOOD IS RAW	
<b>Serial Number:</b>	86847750	SATISFY THEIR NEED FOR REAL FOOD	
<b>Serial Number:</b>	86864890	THEIR ORIGINAL DIET	
<b>Serial Number:</b>	86847756	THE ORIGINAL DOG DIET	
<b>Serial Number:</b>	86886638	TRANSFORMING THE LIVES OF PETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602758299		
<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>	860-275-8285		
<b>Email:</b>	jscheib@rc.com		
<b>TRADEMARK</b>			

OP \$290.00 86847752

**Correspondent Name:** Jacqueline P. Scheib  
**Address Line 1:** 280 Trumbull Street  
**Address Line 2:** Robinson & Cole LLP  
**Address Line 4:** Hartford, CONNECTICUT 06103

**NAME OF SUBMITTER:** Jacqueline P. Scheib

**SIGNATURE:** /Jacqueline P. Scheib/

**DATE SIGNED:** 04/18/2016

**Total Attachments: 6**

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**FOURTH AMENDMENT TO THE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Fourth Amendment (this "Amendment") to the Intellectual Property Security Agreement, dated as of July 17, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), is made as of April 11, 2016 by and among M.I. INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Intermediate Holdings"), M.I. INDUSTRIES, INCORPORATED, a Nebraska corporation ("M.I. Industries") and NATURE'S VARIETY, INC., a Nebraska corporation ("Nature's Variety" and, together with Intermediate Holdings and M.I. Industries, hereinafter, singly, each a "Grantor" and collectively, the "Grantors") and WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

**WHEREAS**, on July 17, 2008, M.I. Holdco, Inc., Intermediate Holdings, M.I. Industries, Nature's Variety and the Secured Party entered into that certain Credit Agreement (as amended, supplemented or otherwise modified from time to time prior to September 27, 2013, the "Original Credit Agreement") securing Grantor's intellectual property as Collateral to the Secured Party;

**WHEREAS**, on September 27, 2013, M.I. Holdco, Inc., Intermediate Holdings, M.I. Industries, Nature's Variety and the Secured Party entered into that certain Amended and Restated Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), which Existing Credit Agreement amended, restated and superseded the Original Credit Agreement;

**WHEREAS**, pursuant to Section 10(b)(i) of the Agreement, the Grantors and the Secured Party desire to amend Schedule A of the Agreement;

**WHEREAS**, simultaneously with the execution hereof, the Grantors and the Secured Party are amending Schedule A of the Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. Schedule A to the Agreement is hereby amended to incorporate all of trademarks disclosed on Schedule A attached hereto.
2. Subject to the Existing Credit Agreement, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.

*[next page is the signature page]*

IN WITNESS WHEREOF, each party has signed this Amendment to the Intellectual Property Agreement as of the date first set forth above.

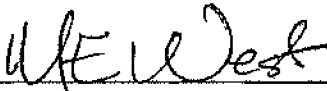
M.I. INTERMEDIATE HOLDINGS, INC.

WEBSTER BANK,  
NATIONAL ASSOCIATION


By:   
Name: Matthew West  
Title: CEO/Secretary

By: \_\_\_\_\_  
Name:  
Title:

M.I. INDUSTRIES, INCORPORATED

By:   
Name: Matthew West  
Title: CEO

NATURE'S VARIETY, INC.

By:   
Name: Matthew West  
Title: CEO

IN WITNESS WHEREOF, each party has signed this Amendment to the Intellectual Property Agreement as of the date first set forth above.

M.I. INTERMEDIATE HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

WEBSTER BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: DAVID A. BURGER  
Title: Senior Vice President


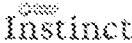
M.I. INDUSTRIES, INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

NATURE'S VARIETY, INC.

By: \_\_\_\_\_  
Name:  
Title:

**Schedule A**

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Reg. No</b>
United States	FEED WHAT'S REAL	86/847,752	12/14/2015	N/A	N/A
Canada	FEED WHAT'S REAL	1,761,951	1/5/2016	N/A	N/A
United States	HEALTHY CRAVINGS	86/708,701	7/29/2015	N/A	N/A
Canada	HEALTHY CRAVINGS	1,740,628	8/6/2015	N/A	N/A
Canada	INSTINCT RAW BOOST FUSIONS	1,722,510	4/7/2015	N/A	N/A
United States	INSTINCT RAW MARKET	86/608,823	4/24/2015	N/A	N/A
Canada	INSTINCT RAW MARKET	1,729,596	5/25/2015	N/A	N/A
United States	LONG LIVE PETS	86/833,323	11/28/2015	N/A	N/A
United States	LOGLIVEPETS.COM	86/833,324	11/28/2015	N/A	N/A
Canada	NATURE'S VARIETY and Design 	1,314,457	8/25/2006	TMA709,687	3/17/2008
Community Trademark	NATURE'S VARIETY INSTINCT	14290589	6/25/2015	N/A	N/A
Community Trademark		14290647	6/25/2015	N/A	N/A

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Reg. No</b>
Canada	PRAIRIE	1,316,117	9/12/2006	TMA796,661	5/4/2011
Canada	RAW BOOST MINIS	1,722,511	4/7/2015	N/A	N/A
Canada	RAW BOOST MIXERS	1,722,512	4/7/2015	N/A	N/A
Canada	RAW BOOST MUNCHIES	1,722,513	4/7/2015	N/A	N/A
United States	RAW MARKET	86/708,695	7/29/2015	N/A	N/A
Canada	RAW MARKET	1,740,625	8/6/2015	N/A	N/A
United States	REAL FOOD IS RAW	86/833,320	11/28/2015	N/A	N/A
United States	SATISFY THEIR NEED FOR REAL FOOD	86/847,750	12/14/2015	N/A	N/A
Canada	SATISFY THEIR NEED FOR REAL FOOD	1,761,952	1/5/2016	N/A	N/A
United States	THEIR ORIGINAL DIET	86/864,890	1/4/2016	N/A	N/A
Canada	THEIR ORIGINAL DIET	1,763,723	1/18/2016	N/A	N/A
United States	THE ORIGINAL DOG DIET	86/847,756	12/14/2015	N/A	N/A
Canada	THE ORIGINAL DOG DIET	1,761,953	1/5/2016	N/A	N/A
United States	TRANSFORMING THE LIVES OF PETS	86/886,638	1/26/2016	N/A	N/A
Canada	TRANSFORMING THE LIVES OF PETS	1,770,372	3/2/2016	N/A	N/A

<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Reg. No</b>
Canada	ULTIMATE PROTEIN	1,718,577	3/10/2015	N/A	N/A
China	PRAIRIE	5535594			
Russia	INSTINCT	2014712231	4/15/2014		
Russia	TRUE INSTINCT	2014712232	4/15/2014		
Ukraine	INSTINCT	M201405359	4/16/2014		
Ukraine	TRUE INSTINCT	M201405361	4/16/2014		