

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEEDERS SUPPLY COMPANY, LLC		04/14/2016	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86764101	EVERYTHING YOU NEED FOR ALL THE PETS YOU	
Serial Number:	86738805	FEEDERS SUPPLY	
Serial Number:	86740134	FEEDERS SUPPLY	
Serial Number:	86740126	FEEDERS SUPPLY	
Serial Number:	86746475	FEEDERS SUPPLY THE PET LOVERS STORE	
Serial Number:	86746483	FEEDERS SUPPLY THE PET LOVERS STORE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.116		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		

OP \$165.00 86764101

DATE SIGNED:	04/21/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 14, 2016, by and between FEEDERS SUPPLY COMPANY, LLC, a Kentucky limited liability company, as grantor ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, FEEDERS SUPPLY HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans and financial accommodations to Holdings and, following the Closing Date Redemption (as defined in the Credit Agreement), to Grantor;

WHEREAS, pursuant to that certain Security Agreement of even date herewith by and among Grantor, Holdings, the other grantors party thereto from time to time and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Security Agreement"), Grantor granted to Administrative Agent, for the benefit of the Secured Parties, as security for all Obligations, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Security Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks and applications set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (the "Trademark Collateral").

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. The terms of Sections 12.9 ("*Governing Law*") and 12.13 ("*Waiver of Jury Trial*") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

5. EXECUTION IN COUNTERPARTS. This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

6. CONFLICTS. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

[Signature Pages Follow]

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

FEEDERS SUPPLY COMPANY, LLC, as
Grantor

By: Pam Longwell
Name: Pam Gibson Longwell
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

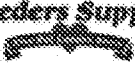
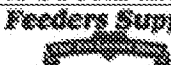
Name: Marc C. Robinson
Title: Managing Director

Schedule A

U.S. Trademarks

Federal Trademark Applications

MARK	SERIAL NUMBER	STATUS	OWNER INFORMATION
<p><u>EVERYTHING YOU NEED FOR ALL THE PETS YOU FEED!</u></p>	86764101	<p>Pending - Publication Review Complete January 19, 2016</p> <p>Int'l Class:35 First Use: December 31, 1993 Int'l Class:44 First Use: December 31, 1996</p> <p>Filed: September 22, 2015</p> <p>Application Published: January 19, 2016</p>	Feeders Supply Company, LLC
<p><u>FEEDERS SUPPLY</u></p>	86738805	<p>Pending - Non-Final Action Mailed December 14, 2015</p> <p>Int'l Class:31 First Use: January 5, 1959</p> <p>Filed: August 27, 2015</p> <p>Published in the Trademark Official Gazette on March 1, 2016</p>	Feeders Supply Company, LLC
<p><u>FEEDERS SUPPLY</u></p>	86740134	<p>Pending - Publication Review Complete January 19, 2016</p> <p>Int'l Class:44 First Use: October 31, 1996</p> <p>Filed: August 28, 2015</p> <p>Application Published: January 19, 2016</p>	Feeders Supply Company, LLC
<p><u>FEEDERS SUPPLY</u></p>	86740126	<p>Pending - Non-Final Action Mailed December 14, 2015</p> <p>Int'l Class:35</p>	Feeders Supply Company, LLC

MARK	SERIAL NUMBER	STATUS	OWNER INFORMATION
		First Use: January 5, 1959 Filed: August 28, 2015 Published in the Trademark Official Gazette on March 1, 2016	
<u>FEEDERS SUPPLY THE PET LOVERS STORE and Design</u> 	86746475	Pending - Awaiting Review for Publication December 15, 2015 Int'l Class:44 First Use: October 31, 1996 Filed: September 3, 2015 Published in the Trademark Official Gazette on March 1, 2016	Feeders Supply Company, LLC
<u>FEEDERS SUPPLY THE PET LOVERS STORE and Design</u> 	86746483	Pending - Priority Action Counted Mailed December 15, 2015 Int'l Class:35 First Use: October 31, 1996 Filed: September 3, 2015 Published in the Trademark Official Gazette on March 1, 2016	Feeders Supply Company, LLC