

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395709

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AINSWORTH PET NUTRITION, LLC		08/12/2016	Limited Liability Company: DELAWARE
HAMPSHIRE PET PRODUCTS, LLC		08/12/2016	Limited Liability Company: KANSAS
DPC PET SPECIALTIES LLC		08/12/2016	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	CITIZENS BANK OF PENNSYLVANIA, AS ADMINISTRATIVE AGENT
Street Address:	1128 STATE STREET
City:	ERIE
State/Country:	PENNSYLVANIA
Postal Code:	16501
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	0806443	"DAD'S" ECON-O-METS
Registration Number:	2722817	
Registration Number:	3526069	AINSWORTH PET NUTRITION
Registration Number:	4088745	AINSWORTH SPECIALTY BRANDS
Registration Number:	2135084	BACK TO BASICS
Registration Number:	4699948	BACK TO BASICS
Registration Number:	4537825	BACK TO BASICS NUTRITION AS IT WAS MEANT
Registration Number:	3082854	BEGGAR'S CHOICE
Registration Number:	4555256	BETTER THAN! THE SMARTER CHOICE
Registration Number:	4537821	BETTER THAN! THE SMARTER CHOICE BONES
Registration Number:	4537822	BETTER THAN! THE SMARTER CHOICE EARS
Registration Number:	4537823	BETTER THAN! THE SMARTER CHOICE LEAN
Registration Number:	4537820	BETTER THAN! THE SMARTER CHOICE P-NUDDY
Registration Number:	3399742	BRUSH 'EMS
Registration Number:	4928274	CHICKEN LOVER'S VARIETY PACK
Registration Number:	4646562	CHICKEN PURRCATA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4695445	DAD'S FROM LOCAL FAMILY FARMS
Registration Number:	3330593	DAD'S HEALTHY HOMESTYLE
Registration Number:	2802663	DAD'S PET CARE
Registration Number:	3031602	DAD'S TRAIL MIX
Registration Number:	4695434	DAD'S
Registration Number:	4543067	CHICKEN PAW PIE
Registration Number:	2428851	DAD'S GOURMET BLEND
Registration Number:	4009249	DAD'S PRODUCTS COMPANY
Registration Number:	2135068	DAD'S KNOWS BEST
Serial Number:	86296668	CAT-A-MARI
Serial Number:	86465923	CHICKEN & SALMON CATTEROLE
Serial Number:	86465846	CHICKEN & SHRIMP PAWTTENESCA
Serial Number:	86951929	DELI CUTS
Registration Number:	2333447	DOCTOR'S ORDERS
Registration Number:	3303738	ENDORSED BY COWS EVERYWHERE
Registration Number:	2100299	ENHANCE
Registration Number:	4309084	ENHANCE IT'S WHAT'S INSIDE
Registration Number:	4697203	FROM LOCAL FARMS TO YOUR PET'S BOWL
Registration Number:	3799136	FROM THE FARM TO THE BOWL
Registration Number:	4195560	GNAWIN' FOREVER
Registration Number:	2602769	HARVEST MILL
Registration Number:	2289643	HEARTY MEALS
Registration Number:	3294696	JERKY BY-THE-FOOT
Registration Number:	3935496	JUST 6
Registration Number:	2335447	KIBBLE SELECT
Registration Number:	3841428	KIBBLES & NUGGETS & NIBBLES
Registration Number:	2365318	MEGA-START
Registration Number:	3628092	NUTRISH
Registration Number:	3115281	NUT-TASTICS
Registration Number:	4646563	OCEAN FISH-A-LICIOUS
Registration Number:	4928276	OCEAN LOVER'S VARIETY PACK
Registration Number:	4692599	OPEN RANGE FORMULA
Registration Number:	4916586	SAVORY BITES
Registration Number:	3935588	SIMPLY 5
Registration Number:	4916366	SOUP BONES
Registration Number:	3372766	STUFF'EMS
Registration Number:	4544110	TASTY BENEFITS
Registration Number:	3909260	THE SOURCE

Property Type	Number	Word Mark
Registration Number:	4920359	TUNA PURRFECTION
Registration Number:	1939316	VF COMPLETE
Registration Number:	3080686	VF COMPLETE
Registration Number:	3306665	WHITE BITES
Registration Number:	3295542	WHITE BITES
Registration Number:	3869353	WITH LOCAL INGREDIENTS DAD'S FAMILY OWNE
Registration Number:	4896537	ZERO GRAIN
Serial Number:	86951966	GRILLED BURGER BITES
Serial Number:	86842539	DISH
Serial Number:	86173226	INGREDIENTS WITH A PURPOSE
Serial Number:	86210783	INGREDIENTS WITH A PURPOSE
Serial Number:	86956016	INSIDE OUT
Serial Number:	86951888	MEATLOAF MORSELS
Serial Number:	86845165	NUTRISH DISH
Serial Number:	86472474	NUTRISH DISH
Serial Number:	86907949	PAWSTA
Serial Number:	86908897	PEAK
Serial Number:	86907963	PEAK
Serial Number:	86650173	PET STORE QUALITY, SUPERMARKET EASY
Serial Number:	86785101	PET STORE QUALITY, SUPERMARKET EASY
Serial Number:	86952051	PUP PIES
Serial Number:	86453436	REAL RECIPES. REAL INGREDIENTS. REAL GOO
Serial Number:	86951910	SAVORY ROASTERS
Serial Number:	86951867	SUPER BLEND SQUARES
Serial Number:	86842575	SUPERBLENDS
Serial Number:	86628307	SWITCH TO NUTRISH
Serial Number:	86133505	WHOLESOME SELECTIONS
Serial Number:	86837753	THE FARM TO BOWL DIFFERENCE
Serial Number:	86135218	TRIPLE CHECK SYSTEM
Serial Number:	87008038	WHOLE INGREDIENTS YOU CAN SEE. WHOLE TAS

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: (216) 586-7021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

TRADEMARK

REEL: 005859 FRAME: 0889

Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	098614-640129 (Dan)
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	08/19/2016
Total Attachments: 8 source=NAI_1501946917_1_Trademark Security Agreement#page1.tif source=NAI_1501946917_1_Trademark Security Agreement#page2.tif source=NAI_1501946917_1_Trademark Security Agreement#page3.tif source=NAI_1501946917_1_Trademark Security Agreement#page4.tif source=NAI_1501946917_1_Trademark Security Agreement#page5.tif source=NAI_1501946917_1_Trademark Security Agreement#page6.tif source=NAI_1501946917_1_Trademark Security Agreement#page7.tif source=NAI_1501946917_1_Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Citizens Bank of Pennsylvania, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 12, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Grant of Security Interest. As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications therefor filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, such provision of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

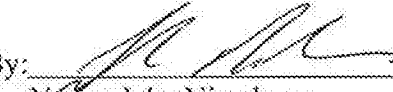
SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

AINSWORTH PET NUTRITION, LLC

By: 
Name: John Nicodemo
Title: Chief Financial Officer, Treasurer
and Secretary


HAMPSHIRE PET PRODUCTS, LLC LLC

By: Ainsworth Pet Nutrition, LLC, Sole
Member

By: 
Name: John Nicodemo
Title: Chief Financial Officer, Treasurer
and Secretary

DPC PET SPECIALTIES LLC LLC

By: Ainsworth Pet Nutrition, LLC, Sole
Member

By: 
Name: John Nicodemo
Title: Chief Financial Officer, Treasurer
and Secretary

[Signature page to Trademark Security Agreement]

CITIZENS BANK OF PENNSYLVANIA,
as Administrative Agent

By: Edward J. Kloecker
Name: Edward J. Kloecker
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

NAI-1501578789

TRADEMARK
REEL: 005859 FRAME: 0895

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial No.	Registration No.	Title	Status	Owner
72211632	806443	"DAD'S" ECON-O-METS	LIVE	Ainsworth Pet Nutrition, LLC
76373851	2722817	DESIGN ONLY [edible chew image]	LIVE	Ainsworth Pet Nutrition, LLC
77425814	3526069	AINSWORTH PET NUTRITION	LIVE	DPC Pet Specialties LLC
85134299	4088745	AINSWORTH SPECIALTY BRANDS	LIVE	Ainsworth Pet Nutrition, LLC
75174480	2135084	BACK TO BASICS	LIVE	Ainsworth Pet Nutrition, LLC
86411237	4699948	BACK TO BASICS	LIVE	Ainsworth Pet Nutrition, LLC
86134630	4537825	BACK TO BASICS NUTRITION AS IT WAS MEANT TO BE	LIVE	Ainsworth Pet Nutrition, LLC
78641739	3082854	BEGGAR'S CHOICE	LIVE	Ainsworth Pet Nutrition, LLC
86095116	4555256	BETTER THAN! THE SMARTER CHOICE	LIVE	Ainsworth Pet Nutrition, LLC
86133836	4537821	BETTER THAN! THE SMARTER CHOICE BONES	LIVE	Ainsworth Pet Nutrition, LLC
86133850	4537822	BETTER THAN! THE SMARTER CHOICE EARS	LIVE	Ainsworth Pet Nutrition, LLC
86133876	4537823	BETTER THAN! THE SMARTER CHOICE LEAN	LIVE	Ainsworth Pet Nutrition, LLC
86133605	4537820	BETTER THAN! THE SMARTER CHOICE P-NUDDY BITES	LIVE	Ainsworth Pet Nutrition, LLC
78779903	3399742	BRUSH 'EMS	LIVE	Ainsworth Pet Nutrition, LLC
86296668	N/A	CAT-A-MARI	PENDING	DPC Pet Specialties LLC
86465923	N/A	CHICKEN & SALMON CATTEROLE	PENDING	DPC Pet Specialties LLC
86465846	N/A	CHICKEN & SHRIMP PAWTTENESCA	PENDING	DPC Pet Specialties LLC
86352622	4928274	CHICKEN LOVER'S VARIETY PACK	LIVE	DPC Pet Specialties LLC
86093832	4543067	CHICKEN PAW PIE	LIVE	DPC Pet Specialties LLC
86093832	4543067	CHICKEN PAW PIE	LIVE	Ainsworth Pet Nutrition, LLC
86142015	4646562	CHICKEN PURRCATA	LIVE	DPC Pet Specialties LLC
86336259	4695434	DAD'S	LIVE	Ainsworth Pet Nutrition, LLC
86336582	4695445	DAD'S FROM LOCAL FAMILY FARMS	LIVE	Ainsworth Pet Nutrition, LLC
75658103	2428851	DAD'S GOURMET BLEND	LIVE	Ainsworth Pet Nutrition, LLC
78425708	3330593	DAD'S HEALTHY HOMESTYLE	LIVE	Ainsworth Pet Nutrition, LLC
75161387	2135068	DAD'S KNOWS BEST	LIVE	Ainsworth Pet Nutrition, LLC
75863560	2802663	DAD'S PET CARE	LIVE	Ainsworth Pet Nutrition, LLC
85212632	4009249	DAD'S PRODUCTS COMPANY	LIVE	Ainsworth Pet Nutrition, LLC
78424227	3031602	DAD'S TRAIL MIX	LIVE	Ainsworth Pet Nutrition, LLC
86951929	N/A	DELI CUTS	PENDING	DPC Pet Specialties LLC

Serial No.	Registration No.	Title	Status	Owner
86842539	N/A	DISH	PENDING	DPC Pet Specialties LLC
75024234	2333447	DOCTOR'S ORDERS	LIVE	Ainsworth Pet Nutrition, LLC
78641737	3303738	ENDORSED BY COWS EVERYWHERE	LIVE	Ainsworth Pet Nutrition, LLC
75084181	2100299	ENHANCE	LIVE	Ainsworth Pet Nutrition, LLC
85695533	4309084	ENHANCE IT'S WHAT'S INSIDE	LIVE	Ainsworth Pet Nutrition, LLC
86221971	4697203	FROM LOCAL FARMS TO YOUR PET'S BOWL	LIVE	Ainsworth Pet Nutrition, LLC
77848357	3799136	FROM THE FARM TO THE BOWL	LIVE	Ainsworth Pet Nutrition, LLC
	3342521 (Pennsylvania State Trademark)	FROM THE FARM TO THE BOWL	LIVE	Ainsworth Pet Nutrition, LLC
85306860	4195560	GNAWIN' FOREVER	LIVE	Ainsworth Pet Nutrition, LLC
86951966	N/A	GRILLED BURGER BITES	PENDING	DPC Pet Specialties LLC
76271511	2602769	HARVEST MILL	LIVE	Hampshire Pet Products, LLC
75520918	2289643	HEARTY MEALS	LIVE	Ainsworth Pet Nutrition, LLC
86173226	N/A	INGREDIENTS WITH A PURPOSE	PENDING	Ainsworth Pet Nutrition, LLC
86210783	N/A	INGREDIENTS WITH A PURPOSE	PENDING	Ainsworth Pet Nutrition, LLC
86956016	N/A	INSIDE OUT	PENDING	DPC Pet Specialties LLC
78484487	3294696	JERKY BY-THE-FOOT	LIVE	Ainsworth Pet Nutrition, LLC
77904965	3935496	JUST 6	LIVE	DPC Pet Specialties LLC
75658102	2335447	KIBBLE SELECT	LIVE	Ainsworth Pet Nutrition, LLC
77944689	3841428	KIBBLES & NUGGETS & NIBBLES	LIVE	Ainsworth Pet Nutrition, LLC
86951888	N/A	MEATLOAF MORSELS	PENDING	DPC Pet Specialties LLC
75658149	2365318	MEGA-START	LIVE	Ainsworth Pet Nutrition, LLC
77386725	3628092	NUTRISH	LIVE	DPC Pet Specialties LLC
86845165	N/A	NUTRISH DISH	PENDING	DPC Pet Specialties LLC
86472474	N/A	NUTRISH DISH	PENDING	DPC Pet Specialties LLC
78543766	3115281	NUT-TASTICS	LIVE	Ainsworth Pet Nutrition, LLC
86142022	4646563	OCEAN FISH-A-LICIOUS	LIVE	DPC Pet Specialties LLC
86354093	4928276	OCEAN LOVER'S VARIETY PACK	LIVE	DPC Pet Specialties LLC
86386158	4692599	OPEN RANGE FORMULA	LIVE	Ainsworth Pet Nutrition, LLC
86907949	N/A	PAWSTA	PENDING	DPC Pet Specialties LLC
86908897	N/A	PEAK	PENDING	DPC Pet Specialties LLC
86907963	N/A	PEAK	PENDING	DPC Pet Specialties LLC
86650173	N/A	PET STORE QUALITY, SUPERMARKET EASY	PENDING	Ainsworth Pet Nutrition, LLC
86785101	N/A	PET STORE QUALITY, SUPERMARKET EASY	PENDING	Ainsworth Pet Nutrition, LLC
86952051	N/A	PUP PIES	PENDING	DPC Pet Specialties LLC
86453436	N/A	REAL RECIPES. REAL INGREDIENTS. REAL GOOD.	PENDING	Ainsworth Pet Nutrition, LLC
86347228	4916586	SAVORY BITES	LIVE	DPC Pet Specialties LLC
86951910	N/A	SAVORY ROASTERS	PENDING	DPC Pet Specialties LLC
77922200	3935588	SIMPLY 5	LIVE	DPC Pet Specialties LLC
86093164	4916366	SOUP BONES	LIVE	Ainsworth Pet Nutrition, LLC
77227647	3372766	STUFF'EMS	LIVE	Ainsworth Pet Nutrition, LLC

Serial No.	Registration No.	Title	Status	Owner
86951867	N/A	SUPER BLEND SQUARES	PENDING	DPC Pet Specialties LLC
86842575	N/A	SUPERBLEND	PENDING	DPC Pet Specialties LLC
86628307	N/A	SWITCH TO NUTRISH	PENDING	DPC Pet Specialties LLC
85695574	4544110	TASTY BENEFITS	LIVE	Ainsworth Pet Nutrition, LLC
86837753	N/A	THE FARM TO BOWL DIFFERENCE	PENDING	Ainsworth Pet Nutrition, LLC
77944643	3909260	THE SOURCE	LIVE	Ainsworth Pet Nutrition, LLC
86135218	N/A	TRIPLE CHECK SYSTEM	PENDING	Ainsworth Pet Nutrition, LLC
86142041	4920359	TUNA PURRFECTION	LIVE	DPC Pet Specialties LLC
74526427	1939316	VF COMPLETE	LIVE	Ainsworth Pet Nutrition, LLC
78443632	3080686	VF COMPLETE	LIVE	Ainsworth Pet Nutrition, LLC
78754264	3306665	WHITE BITES	LIVE	Ainsworth Pet Nutrition, LLC
78843171	3295542	WHITE BITES	LIVE	Ainsworth Pet Nutrition, LLC
87008038	N/A	WHOLE INGREDIENTS YOU CAN SEE. WHOLE TASTE YOUR PET WILL LOVE.	PENDING	Ainsworth Pet Nutrition, LLC
86133505	N/A	WHOLESOME SELECTIONS	PENDING	Ainsworth Pet Nutrition, LLC
77850369	3869353	WITH LOCAL INGREDIENTS DAD'S FAMILY OWNED QUALITY	LIVE	Ainsworth Pet Nutrition, LLC
86296555	4896537	ZERO GRAIN	LIVE	DPC Pet Specialties LLC