

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417116

<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>
FEEDERS SUPPLY COMPANY, LLC		01/03/2017	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2195344	CLUB PAWS	
<b>Registration Number:</b>	2087554	CLUB PAWS	
<b>Registration Number:</b>	2177865	INCREDIBLE PETS	
<b>Registration Number:</b>	2104049	INCREDIPET	
<b>Registration Number:</b>	2192148	INCREDIPET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6483.116		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	02/23/2017		

OP \$140.00 2195344

**Total Attachments: 5**

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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Agreement") by and between FEEDERS SUPPLY COMPANY, LLC, a Kentucky limited liability company ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent") is dated as of January 3, 2017.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 14, 2016 by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of April 14, 2011 by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising;

WHEREAS, in connection with the Security Agreement, and in order to secure Grantor's Obligations, Grantor and Administrative Agent entered into that certain Trademark Security Agreement, dated as of April 14, 2016 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, Grantor and Administrative Agent have agreed to amend the Trademark Security Agreement in order to supplement Schedule A thereto to add the New Trademarks to such Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

I. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[Signature page follows]

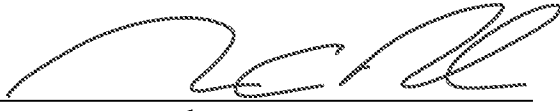
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**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

Registered Trademarks

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
	2,195,344	7/14/1997	10/13/1998
CLUB PAWS	2,087,554	8/8/1996	8/12/1997
INCREDIBLE PETS	2,177,865	10/4/1996	8/4/1998
INCREDIPET	2,104,049	12/13/1995	10/7/1997
	2,192,148	7/14/1997	9/29/1998