

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM471213

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A., as Administrative Agent		04/24/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sierra Pet Products, LLC		
<b>Street Address:</b>	11 River Road		
<b>City:</b>	Wilton		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06897		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3461924	HARMONY FARMS	
<b>Registration Number:</b>	3462041	HARMONY FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
<b>Address Line 1:</b>	885 THIRD AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	049133-0216		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	04/25/2018		
<b>Total Attachments: 4</b>			
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source=Blue Buffalo - Trademark Release - Sierra Pet Products LLC Executed#page2.tif			
source=Blue Buffalo - Trademark Release - Sierra Pet Products LLC Executed#page3.tif			

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE, dated as of April 24, 2018 (this “Release”), is made by Citibank, N.A., in its capacity as administrative agent and collateral agent under the Loan Documents (the “Administrative Agent”) for the benefit of Sierra Pet Products, LLC (the “Grantor”). Capitalized Terms not defined herein shall have the meanings attributed to them in the Trademark Security Agreement (as defined below). The rules of construction specified in Section 1.01(b) of the Collateral Agreement (as defined below) also apply to this Release.

WHEREAS, the Borrower, the other grantors from time to time party thereto and the Administrative Agent entered into that certain Collateral Agreement, dated as of May 25, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered the Grant of Security Interest in Trademark Rights, dated as of May 25, 2017, in favor of the Administrative Agent, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 6072, Frame 0377, on May 30, 2017 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor confirmed the grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, of a security interest in all of Grantor’s right, title and interest in, to and under any Trademarks then owned or at any time thereafter acquired by Grantor, including those listed on Schedule I, together with (a) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof, (b) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto, and (c) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world ( the “Trademark Collateral”);

WHEREAS, the Grantor has satisfied in full the terms of the Collateral Agreement and Trademark Security Agreement and requests that the Administrative Agent execute and deliver this Release to evidence the termination of the Administrative Agent’s security interest in the Trademark Collateral; and

WHEREAS, the Administrative Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral have been met.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby agree as follows:

1. The Administrative Agent, for itself and on behalf of the Secured Parties, hereby absolutely, unconditionally and irrevocably (i) terminates, releases, relinquishes and discharges all of its security interest in the Trademark Collateral; (ii) re-assigns, re-transfers and re-conveys any and all right, title and interest the Administrative Agent may have in, to or under the Trademark Collateral, together with all the goodwill associated therewith or symbolized thereby, to the Grantor; (iii) dissolves any and all liens and encumbrances respecting the Trademark Collateral

under the Trademark Security Agreement or otherwise; and (iv) terminates the Trademark Security Agreement.

2. The Administrative Agent hereby authorizes and requests the United States Patent and Trademark Office and any other applicable governmental authority to record this Release against the Trademark Collateral.

3. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Release shall be binding upon the Administrative Agent's successors and assigns, and is made in favor of and for the benefit of the Grantor and its successors and assigns.

4. This Release shall be construed and enforced in accordance with and governed by the laws of the State of New York.

*[Signature Page Follows]*

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

CITIBANK, N.A.,  
as Administrative Agent

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Joseph Ruffini  
Authorized Signatory

*[Signature Page to Release of Security Interest in Trademarks]*

**TRADEMARK**

**REEL: 006320 FRAME: 0524**

**SCHEDULE I**

**United States Registered Trademarks**

<u>Registration Number</u>	<u>Trademark</u>
3,461,924	HARMONY FARMS
3,462,041	HARMONY FARMS (stylized)

Schedule I to Release of Security Interest in Trademarks