OP \$4490.00 006652

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM531234

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sergeant's Pet Care Products, Inc.		07/08/2019	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Administrative Agent	
Street Address:	245 Park Avenue	
Internal Address:	44th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10167	
Entity Type:	Corporation: MARYLAND	

PROPERTY NUMBERS Total: 179

Property Type	Number	Word Mark
Registration Number:	0066521	SERGEANT'S
Registration Number:	0218757	SKIP-FLEA
Registration Number:	0226819	SURE SHOT
Registration Number:	0510446	SERGEANT'S
Registration Number:	0513994	SERGEANT'S
Registration Number:	0533069	SERGEANT'S
Registration Number:	569205	LOLLI-PUPS
Registration Number:	798479	AQUARI-SOL
Registration Number:	798686	SENTRY
Registration Number:	0816443	SERGEANT'S
Registration Number:	0964497	SERGEANT'S
Registration Number:	1207788	ATLANTIS
Registration Number:	1219647	DOUBLE DUTY
Registration Number:	1284937	PETROMALT
Registration Number:	1337518	RP
Registration Number:	1362760	BRITE N' CLEAR
Registration Number:	1435277	MAROXY
Registration Number:	1451743	MARACYN-TWO
		TRADEMARK

900505945 REEL: 006690 FRAME: 0356

Property Type	Number	Word Mark		
Registration Number:	1453782	COPPERSAFE		
Registration Number:	1453783	TANKSAFE		
Registration Number:	1466915	MARACIDE		
Registration Number:	1493123	POOCHI		
Registration Number:	1593298	PEOPLE CRACKERS		
Registration Number:	1608002	PETRELIEF		
Registration Number:	1667782			
Registration Number:	1673167	FUR-SO-FRESH		
Registration Number:	1753554	PETRODEX		
Registration Number:	2049908	TANK SOFT		
Registration Number:	2053530	TANK HARD+		
Registration Number:	2230774	OLD WEST TREAT COMPANY		
Registration Number:	2247388	SEASON'S GRREATINGS		
Registration Number:	2261106	BARKERY		
Registration Number:	2273651	GRREATINGS		
Registration Number:	2284839	MOO BITS		
Registration Number:	2346355	UNCLE SAM'S		
Registration Number:	2356227	MOO-PURRS		
Registration Number:	2356633	MIXED GRILL		
Registration Number:	2360183	POUNCE & GLOW		
Registration Number:	2361525	BAA-PURRS		
Registration Number:	2363890	SHRIMP-PURRS		
Registration Number:	2364512	BUDDY'S GLOW BALL		
Registration Number:	2377421	BUDDY'S HYDRANT		
Registration Number:	2377446	BUDDY' S DIAMOND RING		
Registration Number:	2384731	SALMON-PURRS		
Registration Number:	2508165	SEASON'S TREATINGS		
Registration Number:	2565582	TUG 'N CHEW		
Registration Number:	2583536	WORMX		
Registration Number:	2608949	YIP YAP		
Registration Number:	2737466	DENTAFRESH		
Registration Number:	2799295	COUNTRY CUTS		
Registration Number:	2811103	PIT'R PAT		
Registration Number:	2818394	CRAZY CLAWS		
Registration Number:	2818395	CRAZY PAWS		
Registration Number:	2831917	BENADENE		
Registration Number:	2832675	FLEA-FREE BREEZE		
Registration Number:	2854467	GENTLE GUARD		

Property Type	Number	Word Mark		
Registration Number:	2856069	PETRODEX		
Registration Number:	2861354	BAC'N BAC'N		
Registration Number:	2876839	BANSECT		
Registration Number:	2880286	STEAKERS		
Registration Number:	2881740	OUTLAW		
Registration Number:	2947661	BIOSPHERES		
Registration Number:	2981960	SENTRY		
Registration Number:	3001884	PURRSCRIPTIONS		
Registration Number:	3002748	SENTRY		
Registration Number:	3014992	CRYSTAL CLEAR		
Registration Number:	3063129	GO! PADS		
Registration Number:	3081652	SERGEANT'S GOLD		
Registration Number:	3109005	SERGEANT'S SILVER		
Registration Number:	3220140	LIVEMETER		
Registration Number:	3220141	LIVEPH		
Registration Number:	3220142	LIVENH3		
Registration Number:	3270277	SERGEANT'S NATURE'S GUARDIAN		
Registration Number:	3326831	WHIFF		
Registration Number:	3440043	PURRSCRIPTIONS		
Registration Number:	3440284	SENTRY		
Registration Number:	3440525	SKIP-FLEA		
Registration Number:	3441674	CHICK'N DIPPIN'		
Registration Number:	3460630	SERGEANT'S		
Registration Number:	3465705	SERGEANT'S		
Registration Number:	3474792	SERGEANT'S		
Registration Number:	3490362	SENTRY NATURAL DEFENSE		
Registration Number:	3517802	SURGI-LOCK 2OC		
Registration Number:	3520247	BANSECT		
Registration Number:	3550758	CHICK'N DIPPIN'		
Registration Number:	3576036	YIPPEE SKIPPY		
Registration Number:	3652554	WORM AWAY		
Registration Number:	3657809	GEL TEK		
Registration Number:	3657814	CLOUT		
Registration Number:	3663482	AQUA READY		
Registration Number:	3698924	MARDEL		
Registration Number:	3698925	MARDEL		
Registration Number:	3698950	PURRSUASIONS!		
Registration Number:	3698951	PURRSUASIONS!		

Property Type	Number	Word Mark		
Registration Number:	3703147	WORM X PLUS		
Registration Number:	3709831	SERGEANT'S		
Registration Number:	3752291	TOOTH-HUGGER		
Registration Number:	3752292	PETROMALT		
Registration Number:	3761749	PETRELIEF		
Registration Number:	3775945	AP AQUARIUM PRODUCTS		
Registration Number:	3796277	DENTA PLAY		
Registration Number:	3819686	NURTURECALM 24/7		
Registration Number:	3842255	SENTRY		
Registration Number:	3851282	KITTYDENT		
Registration Number:	3865673	FUR SO FRESH		
Registration Number:	3865674	FUR SO FRESH		
Registration Number:	3881783	BACTERSTART		
Registration Number:	3890324	SENTRY		
Registration Number:	3891382	LIVE LOVE TREAT		
Registration Number:	3895270	PUR LUV		
Registration Number:	3917092	SERGEANT'S		
Registration Number:	3917549	AP AQUARIUM PRODUCTS		
Registration Number:	3919919	BIOZYME		
Registration Number:	3919920	SERGEANT'S EVOLVE		
Registration Number:	3964808	SENTRY		
Registration Number:	3964809	SENTRY		
Registration Number:	3964810	SENTRY		
Registration Number:	3970555	VETSCRIPTION		
Registration Number:	3982702	TRUHARVEST		
Registration Number:	3984296	QUICK CURE		
Registration Number:	4031913	ECTOADVANCE		
Registration Number:	4038786	MERIDIAN ANIMAL HEALTH		
Registration Number:	4042339	MERIDIAN ANIMAL HEALTH		
Registration Number:	4115058	SENTRY		
Registration Number:	4115059	SENTRY		
Registration Number:	4183814	PRONYL OTC		
Registration Number:	4184306	BACTERSHIELD		
Registration Number:	4187979	PARASHIELD		
Registration Number:	4187980	PROTOSHIELD		
Registration Number:	4190801	LIVE WITH PURPOSE. LOVE WITH PASSION. TR		
Registration Number:	4191122	FIPROGUARD		
Registration Number:	4235320	SIZZLIN' STRIPS		

Property Type	Number	Word Mark		
Registration Number:	4260997	MERIDIAN ANIMAL HEALTH		
Registration Number:	4325353	INTEROMONE		
Registration Number:	4444812	SNACKWICHES		
Registration Number:	4448524	INTEROSTOP		
Registration Number:	4503135	HONEY BER BER		
Registration Number:	4507253	EMBARK ON PET HEALTH		
Registration Number:	4507706	FIT CRUNCHES		
Registration Number:	4507707	GREEK DOGESS		
Registration Number:	4670934	CAPGUARD		
Registration Number:	4672803	AMERICANA		
Registration Number:	4678187	FASTCAPS		
Registration Number:	4827974	ROLL & GO! PADS		
Registration Number:	4860386	DELECTABITS		
Registration Number:	4893335	GO! STAIN FREE BREEZE		
Registration Number:	5031970	GOOD BEHAVIOR		
Registration Number:	5135697	CANINE PRIME		
Registration Number:	4255231			
Registration Number:	3158074			
Registration Number:	4565308	SENTRY CLEAN UP		
Registration Number:	4594416	GO! BAGS		
Registration Number:	1864363	VITTLE STIX		
Registration Number:	1313051	VITAFLIGHT		
Registration Number:	1325091	WHEN YOU CARE FOR PETS		
Registration Number:	1909686	CRITTER FRESH		
Registration Number:	1932877	MARCHLOR		
Registration Number:	1941813	LAMMY-WHAMMIES		
Registration Number:	1949713	FLEA-BRITES		
Registration Number:	1970567	SNOOTER ROLLS		
Registration Number:	1392090	FURAZITE		
Registration Number:	1392561	ME AND MY CAT		
Registration Number:	1393471	ME AND MY DOG		
Registration Number:	1394614	ORNALYTE		
Registration Number:	2005202	FLUMP		
Registration Number:	2032961	KITTY Q'S		
Registration Number:	1435257	ZEMA KIL-A-MITE		
Registration Number:	1441005	ORNACYCLINE		
Registration Number:	2068027	HERPCARE		
Registration Number:	1441742	STAY		

Property Type	Number	Word Mark	
Registration Number:	2076439	MOO-MOO-Q'S	
Registration Number:	2079502	BREATH-EZE	
Registration Number:	2107765	TICK ARREST	
Registration Number:	1464226	ORNACYN	
Registration Number:	1467935	DRITAIL	
Registration Number:	2120205	PRIME TREATS	
Registration Number:	2173959	OLD WEST TREAT COMPANY	
Registration Number:	1501838	RUG RELIEF	
Registration Number:	1020766	VITAPET	

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	040896-0082
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/10/2019

Total Attachments: 15

source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page1.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page2.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page3.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page4.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page5.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page6.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page7.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page8.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page9.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page10.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page11.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page12.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page13.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page13.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page14.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page14.tif source=PetIQ - 2019 Refinancing - SPCP IP Security Agreement#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of July 8, 2019, is entered into by SERGEANT'S PET CARE PRODUCTS, INC., a Michigan corporation (the "<u>Grantor</u>"), in favor of Ares Capital Corporation ("<u>Ares</u>"), as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "<u>Administrative Agent</u>").

WITNESSETH:

WHEREAS, reference is made to that certain First Amendment to Term Loan Credit Agreement dated as of July 8, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Amended and Restated Credit Agreement</u>"), by and among PetIQ, LLC, an Idaho limited liability company (the "<u>Borrower</u>"), Ares and the other Lenders party thereto, and Ares, as Administrative Agent, pursuant to which the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, reference is also made to that certain Guaranty, dated as of January 17, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty"), executed by certain affiliates of the Borrower (the "Guarantors") in favor of the Administrative Agent and the Secured Parties, pursuant to which the Guarantors guarantee the payment and performance of the Guaranteed Obligations (as defined in the Guaranty);

WHEREAS, reference is also made to that certain Security Agreement, dated as of January 17, 2018 (as amended, restated, amended and restated, supplemented and otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the Guarantors, and the Administrative Agent, which was entered into in order to secure the Secured Obligations;

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement, dated as of May 8, 2019 (as amended by that certain First Amendment to Purchase and Sale Agreement dated on or about the date hereof), among the Borrower, L. Perrigo Company, a Michigan corporation, Perrigo Company plc, as Irish public limited company and PetIQ, Inc., a Delaware corporation, the Borrower has acquired all of the issued and outstanding equity interests of Grantor:

WHEREAS, Grantor has joined the Guaranty as a Guarantor in accordance with the terms of that certain Joinder No. 2 to the Guaranty, dated as of the date hereof, by and among Grantor and the existing parties to the Guaranty (the "Guaranty Joinder");

WHEREAS, Grantor has joined the Security Agreement as a grantor in accordance with the terms of that certain Joinder No. 2 to Security Agreement, dated as of the date hereof, by and among Grantor and the existing parties to the Security Agreement (the "Security Agreement Joinder"); and

WHEREAS, the Grantor has agreed, pursuant to the terms of the Security Agreement to secure the Secured Obligations and to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent, on behalf of the Secured Parties (and each of their respective successors

or assigns), hereby agree as follows:

SECTION 1. <u>Definitions</u>. All capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement. In addition, as used herein, the following terms shall have the following meanings:

"Copyrights" shall mean all copyrights of the Grantor, and the works underlying such copyrights, and all registrations and applications for the registration of such copyrights, including, without limitation the United States registrations and applications for the registration of copyrights listed on Exhibit A annexed hereto and made a part hereof.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use or otherwise exploit a work covered by a Copyright.

"<u>Patents</u>" shall mean all patents and applications for patents of the Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation, the United States patents and patent applications listed on <u>Exhibit B</u> annexed hereto and made a part hereof.

"<u>Patent Licenses</u>" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on <u>Exhibit C</u> annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

"<u>Trademark Licenses</u>" shall mean all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark.

SECTION 2. Grant of Security Interest in Intellectual Property. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its present and future right, title and interest in, to and under the following Collateral of the Grantor (excluding, for the avoidance of doubt, any Excluded Assets), whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions (the "IP Collateral"):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals and extensions of the foregoing.

- (e) All income, royalties, damages and payments now and hereafter due and/or payable and/or asserted under and with respect to any of the foregoing.
- (f) The right to sue for past, present and future infringements and violations of any of the foregoing.
- (g) All of the Grantor's rights corresponding to any of the foregoing throughout the world.
- SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP 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.
- SECTION 4. Further Assurances. The Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Administrative Agent may from time to time reasonably request to assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.
- SECTION 5. <u>Termination; Release of IP Collateral</u>. This Agreement is subject to the release provisions in Section 8.12 of the Security Agreement.
- SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law.

(a) GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING HEREUNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW (OTHER THAN THE NEW YORK GENERAL OBLIGATIONS LAW §5-1401)).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

GRANTOR:

SERGEANT'S PET CARE PRODUCTS, INC.,

a Michigan corporation

By______Name: McCord Christensen

Name: McCord Christensen
Title: Chief Executive Officer

ARES CAPITAL CORPORATION, as Administrative Agent

Ву	Michaell Frid
Name:	MICHAFLL SMITH
Title:	ALTHORIZED SIGNATORY

IP SECURITY AGREEMENT

EXHIBIT A

COPYRIGHTS

Jurisdiction	Title	Registration Number	Registration Date	Owner
U.S.	People crackers	VA0001419885	2001	Sergeant's Pet Care Products, Inc.
U.S.	www.sergeants.com	TX0007533734	2009	Sergeant's Pet Care Products, Inc.
U.S.	www.sergeants.com	TX000684265	2009	Sergeant's Pet Care Products, Inc.
U.S.	The flea & tick solution	PA 463-914	1990	Sergeant's Pet Care Products, Inc. 1
U.S.	Pampered pets- boosting supermarket	PA 383908	1988	Maclean Hunter Media, Inc. ²

 $^{^{1}}$ Record owner is ConAgra Pet Products, Inc. d.b.a. Sergeant's. Record ownership will need to be updted with the USCO to Sergeant's Pet Care Products, Inc.

² Ownership will need to be updated to a Grantor or removed

<u>IP SECURITY AGREEMENT</u>

EXHIBIT B

PATENTS

<u>Owner</u>	Registration/Application	Registration/Application	Patent Name
	<u>Date</u>	<u>No.</u>	
Sergeant's Pet Care Products, Inc.			Plant Essential Oil Based Antimicrobial
			Fish Filming Compositions and
			Methods of Use
		8,512,766	(Composition)
Sergeant's Pet Care			Plant Essential Oil
Products, Inc.			Based Antimicrobial Fish Filming
			Compositions and
		8,747,918	Methods of Use (Composition)
Sergeant's Pet Care		0,717,910	Spot-On Pesticide
Products, Inc.		9 614 244	Composition (Fin/Cyph)
Sergeant's Pet Care		8,614,244	(Fip/Cyph) Spot-On Pesticide
Products, Inc.			Composition
		USRE45874	(Fip/Cyph/IGR)
Sergeant's Pet Care Products, Inc.			Spot-On Pesticide Composition
Troducts, inc.		USRE45894	(Fip/Cyph)
Sergeant's Pet Care			Device for Storing
Products, Inc.		US 29/633,870	and Dispensing a Medicament
Sergeant's Pet Care		22 23:300,313	Spot-On Pesticide
Products, Inc.		0.505.126	Composition
Sergeant's Pet Care		9,795,136	(Fip/Eto) Spot-On Pesticide
Products, Inc.			Composition
,			(Fip/Eto, optional
		9,801,375	IGR)
Sergeant's Pet Care Products, Inc.			Spot-On Pesticide Composition
Troducts, mc.		8,809,374	(Fip/Eto)
Sergeant's Pet Care			Spot-On Pesticide
Products, Inc.		8,809,375	Composition (Fip/Eto/IGR)
Sergeant's Pet Care		0,007,515	Liquid Pest Control
Products, Inc.		0.277.000	Formulation (with
Sergeant's Pet Care		8,367,088	DEGEE) Liquid Pest Control
Products, Inc.			Formulation (with
		8,426,464	tocopherol succinate)
Sergeant's Pet Care		0.455.545	Liquid Pest Control
Products, Inc.		8,455,545	Formulation (with

US-DOCS\109448865.1

		taranhanal
		tocopherol
G 2 P C		nicotinate)
Sergeant's Pet Care		Method for
Products, Inc.		Preventing Flea
		Allergy Dermatitis in
		Companion Animals
	8,871,806	(Cyphenothrin)
Sergeant's Pet Care		
Products, Inc.	US 15/598,123	Solvent System
Sergeant's Pet Care		Pheromone
Products, Inc.		Compositions and
		Methods of Use
	8,957,115	(Pheromone H)
Sergeant's Pet Care		Pheromone
Products, Inc.		Compositions and
,		Methods of Use
		(Pheromone H
	8,481,020	Comp)
Sergeant's Pet Care	0,101,020	Interomone
Products, Inc.		Compositions and
Troducts, Inc.		Their Use to Modify
		Behavior in Different
	0.044.205	Vertebrate Species
Company 2 a Part Comp	9,044,395	(Androstenone)
Sergeant's Pet Care		Interomone
Products, Inc.		Compositions and
		Their Use to Modify
		Behavior in Different
		Vertebrate Species
		(Androstenone -
	9,480,688	Method)
Sergeant's Pet Care		Method of
Products, Inc.		Administering an
		Interomone to an
		Animal to Modify the
		Animals Behavior
		over an Extended
		Period of Time
		(Rabbit Pheromone
	8,741,965	Collar)
Sergeant's Pet Care		Interomone
Products, Inc.		Compositions and
,		Their Use to Modify
		Behavior in Different
		Vertebrate Species
		(Rabbit Pheromone -
	9,750,691	Method)
Sergeant's Pet Care	2,730,071	Animal Litter
Products, Inc.		Containing a
Troducts, Inc.		Pheromone
		Composition
	15/707,604	(Pheromone R)
Sergeant's Pet Care	13/10/,004	NATURAL
Products, Inc.	9 202 296	COMPOSITIONS
r roducts, file.	8,293,286	COMEOSITIONS

	FOR KILLING
	PARASITES ON A
	COMPANION
	ANIMAL

<u>IP SECURITY AGREEMENT</u>

EXHIBIT C

TRADEMARKS

Owner	Trademark Name	<u>Serial</u>	Filing Date	Registration	Registration
		<u>Number</u>	_	<u>Number</u>	<u>Date</u>
	SERGEANT'S	71029709		0066521	
	SKIP-FLEA	71230842		0218757	
	SURE SHOT	71230839		0226819	
	SERGEANT'S	71560916		0510446	
	(Stylized)			0310446	
	SERGEANT'S	71525495		0513994	
	(Stylized)			0313994	
	SERGEANT'S	71568274		0533069	
	(Stylized)			0333009	
	LOLLI-PUPS	71626044		569205	
	AQUARI-SOL	72206810		798479	
	SENTRY	72207983		798686	
	SERGEANT'S	72225668		0816443	
	(Stylized)			0810443	
	SERGEANT'S	7420569		0964497	
	ATLANTIS	73276784		1207788	
	DOUBLE DUTY	73240707		1219647	
	PETROMALT	73429551		1284937	
	RP AND DESIGN	73500674		1337518	
	BRITE N' CLEAR	73468255		1362760	
Canadantia Dat Cona	MAROXY	73614601		1435277	
Sergeant's Pet Care Products, Inc.	MARACYN-TWO	73638088		1451743	
Products, Inc.	COPPERSAFE	73643074		1453782	
	TANKSAFE	73643148		1453783	
	MARACIDE	73634699		1466915	
	POOCHI (and	73683510		1402122	
	Design)			1493123	
	PEOPLE	73802642		1593298	
	CRACKERS			1393298	
	PETRELIEF	74000542		1608002	
	MISC. DESIGN	74029725		1667793	
	(MAILMAN)			1667782	
	FUR-SO-FRESH	74132445		1673167	
	PETRODEX	74070389		1753554	
	TANK SOFT	74724485		2049908	
	TANK HARD +	74724486		2053530	
	OLD WEST	75456049			
	TREAT			2230774	
	COMPANY				
	SEASON'S	75398353		2247200	
	GRREATINGS			2247388	
	BARKERY	75506827		2261106	
	GRREATINGS	75398258		2273651	

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	MOO BITS	75456050	2284839
	UNCLE SAM'S	75381715	2346355
	MOO-PURRS	75572314	2356227
	MIXED GRILL	75507744	2356633
	POUNCE & GLOW	75772605	22 (0102
	(and Design)		2360183
-	BAA-PURRS	75572301	2361525
	SHRIMP-PURRS	75572309	2363890
	BUDDY'S GLOW	75772607	
	BALL	13112001	2364512
	BUDDY'S	75773219	
	HYDRANT	13113217	2377421
	BUDDY'S	75780795	
	DIAMOND RING	13160193	2377446
	SALMON-PURRS	75572300	2384731
-	SEASON'S	76073539	2304/31
	TREATINGS	70073339	2508165
_		75(00507	25(5592
	TUG'N CHEW	75600597	2565582
	WORMX	76116330	2583536
	YIP YAP	76162184	2608949
_	DENTAFRESH	76084356	2737466
	COUNTRY CUTS	78137342	2799295
	PIT'R PAT	76234898	2811103
	CRAZY CLAWS	78142275	2818394
	CRAZY PAWS	78142294	2818395
	BENADENE	78181942	2831917
	FLEA-FREE BREEZE	76384683	2832675
	GENTLE GUARD	76384999	2854467
	PETRODEX	78270839	2856069
	BAC'N	78154175	2861354
	BANSECT	76544900	2876839
	STEAKERS	78154188	2880286
-	OUTLAW	78299120	2881740
-	BIOSPHERES	78205485	2947661
	SENTRY	78298900	2981960
-			
-	PURRSCRIPTIONS SENTRY	78470717	3001884 3002748
		78328924	
<u> </u>	CRYSTAL CLEAR	78374548	3014992
	GO! PADS	78568297	3063129
	SERGEANT'S	78382952	3081652
	GOLD	7050000	
	SERGEANT'S SILVER	78590209	3109005
	LIVEMETER	78896254	3220140
	LIVEPH	78896277	3220141
	LIVENH3	78896289	3220142
	SERGEANT'S	78822409	5220112
	NATURE'S	10022707	3270277
	GUARDIAN		3210211
+	WHIFF	78753873	3326831
-	PURRSCRIPTIONS	77291173	3440043
-			
	SENTRY	77295338	3440284

Г		
SKIP-FLEA	77329510	3440525
CHICK'N DIPPIN'	77097923	3441674
SERGEANT'S	77193928	3460630
SERGEANT'S	77193978	3465705
SERGEANT'S	77193953	3474792
SENTRY	78761590	
NATURAL		3490362
DEFENSE		
SURGI-LOCK 2OC	77305985	3517802
BANSECT	77431547	3520247
CHICK'N DIPPIN'	77097949	3550758
YIPPEE SKIPPY	77521118	3576036
WORM AWAY	77568408	3652554
GEL TEK	77651992	3657809
CLOUT	77652025	3657814
AQUA READY	77658097	3663482
MARDEL	77731374	3698924
MARDEL	77731492	3698925
PURRSUASIONS!	77750198	3698950
PURRSUASIONS!	77750251	3698951
WORM X PLUS	77568402	3703147
SERGEANT'S	77518100	3709831
TOOTH-HUGGER	77799312	3752291
PETROMALT	77799388	3752292
PETRELIEF	77609803	3761749
AP AQUARIUM	77649979	
PRODUCTS (and		3775945
Design)		
DENTA PLAY	77431847	3796277
NURTURECALM	77803583	2010/0/
24/7		3819686
SENTRY	77609544	3842255
KITTYDENT	77781427	3851282
FUR SO FRESH	77842622	3865673
FUR SO FRESH	77842643	3865674
BACTERSTART	85011943	3881783
SENTRY	85056261	3890324
LIVE LOVE	77931769	2001202
TREAT		3891382
PUR LUV	77899860	3895270
SERGEANT'S	85073652	3917092
AP AQUARIUM	77650021	
PRODUCTS (and		3917549
Design)		
BIOZYME	85115226	3919919
SERGEANT'S	85115738	
EVOLVE &		3919920
DESIGN		
SENTRY	85014492	3964808
SENTRY	85014538	3964809
SENTRY	85014561	3964810
VETSCRIPTION	85149698	3970555
 TRUHARVEST	85099633	3982702

	QUICK CURE	85096596		3984296	
	ECTOADVANCE	77432072		4031913	
	MERIDIAN	77320183		4031713	
	ANIMAL HEALTH	77320103		4038786	
	& DESIGN			1030700	
	MERIDIAN	77329334			
	ANIMAL HEALTH	11327334		4042339	
	& DESIGN			1042337	
	SENTRY	85430093		4115058	
	SENTRY	85430103		4115059	
	PRONYL OTC	85120994		4183814	
	BACTERSHIELD	85386808		4184306	
	PARASHIELD	85386837		4187979	
	PROTOSHIELD	85386857		4187980	
	LIVE WITH	85541863		4107900	
	PURPOSE. LOVE	83341803			
Sergeant's Pet Care	WITH PASSION.			4190801	
Products, Inc.	TREAT WITH PUR			4190001	
	LUV				
	FIPROGUARD	85021194		4191122	
	SIZZLIN' STRIPS	85511959		4235320	
	MERIDIAN	85608780		4233320	
	ANIMAL HEALTH	83008780		4260997	
	& DESIGN			4200997	
		85503897		4325353	
	INTEROMONE				
	SNACKWICHES INTEROSTOP	85696338 85608815		4444812 4448524	
	HONEY BER	85886612		4503135	
	EMBARK ON PET	85814863		4507253	
	HEALTH	0500((00		4507707	
	FIT CRUNCHES	85886600		4507706	
	GREEK DOGESS	85886606		4507707	
	CAPGUARD	86295961		4670934	
	AMERICANA	86101861		4672803	
	FASTCAPS	86295982		4678187	
	ROLL & GO!	86249520		4827974	
	PADS	0.621.0764			
	DELECTABITS	86218764		4860386	
	GO! STAIN FREE	86089464		4893335	
	BREEZE	0.6000177		5021070	
Sergeant's Pet Care	GOOD BEHAVIOR	86908155		5031970	
Products, Inc.	CANINE PRIME	86896549	1.00.11.6	5135697	
	DOGLIFE	86880949	1/20/16		
	FASTTABS	87758727	1/17/18		
				4255231	
Sergeant's Pet Care Products, Inc.	LOVING PET CARE	88112665	9/11/18		

PAW SCIENCE	88112667	9/11/18		
PAWSUP	88112661	9/11/18		
Design Only	78752996		3158074	
SENTRY CLEAN	85911545		3130074	
UP	03711343		4565308	
GO BAGS	86089447		4594416	
VITTLE STIX	74420117		1864363	
VITAFLIGHT	73435071		1313051	
WHEN YOU CARE FOR PETS	73434984		1325091	
CRITTER FRESH	74572066		1909686	
MARCHLOR	74572065		1932877	
LAMMY- WHAMMIES	74540412		1941813	
FLEA-BRITES	74571866		1949713	
SNOOTER ROLLS	74569256		1970567	
FURAZITE	73558105		1392090	
ME AND MY CAT	73519904		1392561	
ME AND MY DOG	73519905		1393471	
ORNALYTE	73536770		1394614	
FLUMP	74636154		2005202	
KITTY Q'S	74677392		2032961	
ZEMA KIL-A- MITE	73595753		1435257	
ORNACYCLINE	73614694		1441005	
HERPCARE	75058313		2068027	
STAY	73613528		1441742	
MOO-MOO-Q'S	75039902		2076439	
BREATH-EZE	74423529		2079502	
TICK ARREST	75043222		2107765	
ORNACYN	73634701		1464226	

DRITAIL	73643150	1467935	
PRIME TREATS	74654012	2120205	
OLD WEST TREAT COMPANY and Design	75253113	2173959	
RUG RELIEF	73694531	1501838	
VITAPET		1020766	

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