

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/08/2007	Banking Corporation: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Nutro Products, Inc.
<b>Street Address:</b>	445 Wilson Way
<b>City:</b>	City of Industry
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	97144
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	2538492	BETTER HEALITH THROUGH BETTER NUTRITION
Registration Number:	2604775	
Registration Number:	2797318	COMPLETE CARE
Registration Number:	2576481	CONTROLLED-GROWTH FORMULA
Registration Number:	2741639	EVERYTHING YOUR CAT NEEDS
Registration Number:	2620940	EVERYTHING YOUR CAT NEEDS IN ONE BAG
Registration Number:	2873968	EVERYTHING YOUR KITTEN NEEDS
Registration Number:	2922148	EVERYTHING YOUR KITTEN NEEDS IN ONE BAG
Registration Number:	2551799	FIBER CLEAN
Registration Number:	2133213	FLAVORMAX
Registration Number:	2546078	GOURMET CLASSICS
Registration Number:	3204715	HEALTHY DESSERTS
Registration Number:	1810994	MAX

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Registration Number:	2856491	MAX STEAKS
Registration Number:	2587083	NATURAL CHOICE
Registration Number:	2983698	NATURAL CHOICE ULTRA
Registration Number:	2108969	NUTRO
Registration Number:	1053831	NUTRO THE DIFFERENCE IS NUTRITION
Registration Number:	2324686	NUTRO CRUNCHERS
Registration Number:	2748008	NUTRO NATURAL CHOICE COMPLETE CARE
Registration Number:	3118952	NUTRO ULTRA
Registration Number:	2101441	OPTICHOICE
Serial Number:	76652852	SMART START
Serial Number:	76650979	SMART SYSTEM
Serial Number:	76650978	SENIOR SUPPORT SYSTEM
Registration Number:	2838206	WE DON'T JUST TALK ABOUT GREAT NUTRITION, WE GUARANTEE IT

#### CORRESPONDENCE DATA

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*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-735-3000  
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 Correspondent Name: Matthew B. Fagin  
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ATTORNEY DOCKET NUMBER:	099750/4 (M. FAGIN)
NAME OF SUBMITTER:	Matthew B. Fagin
Signature:	/Matthew Fagin/
Date:	06/11/2007

Total Attachments: 11  
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## **RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “Release”) is made as of June 8, 2007 (the “Effective Date”) by JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the “Collateral Agent”), for the benefit of the Secured Parties (as defined in the Security Agreement), under the Security Agreement.

**WHEREAS**, pursuant to (i) a Security Agreement dated as of April 26, 2006 (as amended and/or supplemented from time to time, the “Security Agreement”) among SSSI, LLC, NPI Merger Corporation, Nutro Products, Inc. and the subsidiaries identified therein (each a “Grantor” and collectively, the “Grantors”), the Collateral Agent and the other parties named therein, and (ii) certain other security documents, each Grantor pledged, assigned and granted to the Collateral Agent a continuing security interest in all of its right, title and interest in and to the Collateral (as defined in the Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule I hereto (collectively, the “Trademarks”), together with the goodwill associated therewith;

**WHEREAS**, the Security Agreement relating to the Trademarks (the “Trademark Security Agreement”) was recorded with the Trademarks Division of the U.S. Patent & Trademark Office on May 15, 2006 at Reel 3308 and Frame 0784;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement and the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral, without warranty or recourse.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to each respective Grantor.

The Collateral Agent shall take all further actions, and provide to the Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by any Grantor to more fully and effectively effectuate the purposes of this Release.

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent,

By: Kelad  
Name: Kathryn A. Duncan  
Title: Managing Director

Schedule I  
TRADEMARKS

[Attached]

**SCHEDULE I**

**UNITED STATES TRADEMARKS:**

Registrations:

Owner	Registration Number	Date Registered	Trademark
Nutro Products, Inc.	2,538,492	2/12/2002	BETTER HEALTH THROUGH BETTER NUTRITION
Nutro Products, Inc.	2,604,775	8/06/2002	CAT DESIGN WITH ARCS
Nutro Products, Inc.	2,797,318	12/13/2003	COMPLETE CARE
Nutro Products, Inc.	2,576,481	6/04/2002	CONTROLLED GROWTH FORMULA
Nutro Products, Inc.	2,741,639	7/29/2003	EVERYTHING YOUR CAT NEEDS
Nutro Products, Inc.	2,620,940	9/17/2002	EVERYTHING YOUR CAT NEEDS IN ONE BAG
Nutro Products, Inc.	2,873,968	8/17/2004	EVERYTHING YOUR KITTEN NEEDS
Nutro Products, Inc.	2,922,148	2/01/2005	EVERYTHING YOUR KITTEN NEEDS IN ONE BAG
Nutro Products, Inc.	2,551,799	3/26/2002	FIBER CLEAN
Nutro Products, Inc.	2,133,213	1/27/1998	FLAVORMAX

Nutro Products, Inc.	2,546,078	3/12/2002	GOURMET CLASSICS
Nutro Products, Inc.	1,810,994	12/14/1993	MAX
Nutro Products, Inc.	2,856,491	6/22/2004	MAX STEAKS
Nutro Products, Inc.	2,587,083	7/02/2002	NATURAL CHOICE
Nutro Products, Inc.	2,983,698	8/09/2005	NATURAL CHOICE ULTRA
Nutro Products, Inc.	2,108,969	10/28/1997	NUTRO
Nutro Products, Inc.	2,324,686	2/29/2000	NUTRO CRUNCHERS
Nutro Products, Inc.	2,748,008	8/05/2003	NUTRO NATURAL CHOICE COMPLETE CARE
Nutro Products, Inc.	1,053,831	12/07/1976	NUTRO THE DIFFERENCE IS NUTRITION
Nutro Products, Inc.	2,101,441	9/30/1997	OPTICHOICE
Nutro Products, Inc.	2,838,206	5/04/2004	WE DON'T JUST TALK ABOUT GREAT NUTRITION, WE GUARANTEE IT

Applications:

Owner	Application Number	Application Date	Trademark
Nutro Products, Inc.	76/539,720	8/20/2003	EVERYTHING YOUR DOG NEEDS

Nutro Products, Inc.	76/539,721	8/20/2003	EVERYTHING YOUR DOG NEEDS IN ONE BAG
Nutro Products, Inc.	76/539,722	8/20/2003	EVERYTHING YOUR PUPPY NEEDS
Nutro Products, Inc.	76/539,723	8/20/2003	EVERYTHING YOUR PUPPY NEEDS IN ONE BAG
Nutro Products, Inc.	76/655,322	2/17/2006	HEALTHY DESSERTS
Nutro Products, Inc.	76/634,334	3/25/2005	NUTRO CHOICE
Nutro Products, Inc.	76/643,838	7/29/2005	NUTRO ULTRA
Nutro Products, Inc.	76/650,978	11/28/2005	SENIOR SUPPORT SYSTEM
Nutro Products, Inc.	76/652,852	1/04/2006	SMART START
Nutro Products, Inc.	76/650,979	11/28/2005	SMART SYSTEM
Nutro Products, Inc.	76/436,733	8/02/2002	WHOLENESS
Nutro Products, Inc.	76/436,735	8/02/2002	WHOLISTIC

Licenses: None.

**OTHER TRADEMARKS:**

Owner	Country	Registration Number	Date Registered	Trademark
Nutro Products, Inc.	Argentina	1,582,077	10/31/1995	NUTRO

Nutro Products, Inc.	Argentina	1,989,042	N/A	NUTRO CHOICE
Nutro Products, Inc.	Australia	813325	11/10/1999	NUTRO
Nutro Products, Inc.	Belarus	12604	2/27/1998	NUTRO
Nutro Products, Inc.	Benelux	521641	5/03/1993	NUTRO CHOICE
Nutro Products, Inc.	Benelux	511312	10/01/1992	NUTRO MAX
Nutro Products, Inc.	Bolivia	79260-C	6/13/2000	NUTRO
Nutro Products, Inc.	Bolivia	79274-C	6/13/2000	NUTRO CHOICE
Nutro Products, Inc.	Brazil	819.525.057	4/06/1999	NATURAL CHOICE
Nutro Products, Inc.	Brazil	820.272.205	12/07/2004	NUTRO
Nutro Products, Inc.	Brazil	820.272.191	12/21/2004	NUTRO CHOICE
Nutro Products, Inc.	Canada	424331	3/04/1994	NATURAL CHOICE
Nutro Products, Inc.	Canada	442633	5/05/1995	NUTRO
Nutro Products, Inc.	Canada	432441	8/26/1994	NUTRO MAX
Nutro Products, Inc.	China	1267229	4/21/1999	NUTRO

Nutro Products, Inc.	Costa Rica	144778	2/26/2004	NUTRO CHOICE
Nutro Products, Inc.	Costa Rica	144777	2/26/2004	NUTRO MAX
Nutro Products, Inc.	Denmark	1992 11024	11/27/1992	NUTRO'S CHOICE
Nutro Products, Inc.	European Community	002 934 479	10/21/2004	NUTRO
Nutro Products, Inc.	European Community	002 933 224	10/29/2004	NUTRO CHOICE
Nutro Products, Inc.	Finland	130097	1/20/1994	NUTRO'S CHOICE
Nutro Products, Inc.	France	92/428956	7/30/1992	NUTRO'S CHOICE
Nutro Products, Inc.	France	92/432449	9/02/1992	NUTRO MAX
Nutro Products, Inc.	Germany	2-042-024	8/09/1993	NUTRO CHOICE
Nutro Products, Inc.	Germany	2-021-032	9/22/1992	NUTRO MAX
Nutro Products, Inc.	Great Britain	1526895	2/15/1993	NUTRIX
Nutro Products, Inc.	Great Britain	1505411	7/02/1992	NUTRO'S CHOICE
Nutro Products, Inc.	Great Britain	1505558	12/09/1994	NUTRO MAX
Nutro Products, Inc.	Greece	212889	10/17/1997	MAX

Nutro Products, Inc.	Romania	60819	9/02/2003	NUTRO
Nutro Products, Inc.	Romania	56878	9/02/2003	NUTRO CHOICE
Nutro Products, Inc.	Russia	180962	3/24/1998	NUTRO
Nutro Products, Inc.	Spain	1705435	2/04/1994	NATURAL CHOICE
Nutro Products, Inc.	Spain	1723965	7/05/1993	NUTRO CHOICE
Nutro Products, Inc.	Spain	1705578	4/05/1995	NUTRO MAX
Nutro Products, Inc.	Sweden	92.3109	4/16/1993	NUTRO
Nutro Products, Inc.	Switzerland	397566	11/16/1992	NATURAL CHOICE
Nutro Products, Inc.	Switzerland	401667	7/08/1993	NUTRO'S CHOICE
Nutro Products, Inc.	Switzerland	393886	9/05/1991	NUTRO MAX
Nutro Products, Inc.	Taiwan	628224	1/16/1994	NATURAL CHOICE
Nutro Products, Inc.	Taiwan	888763	12/16/1992	NUTRO
Nutro Products, Inc.	Taiwan	594063	5/16/1993	NUTRO CHOICE
Nutro Products, Inc.	Taiwan	579147	12/16/1992	NUTRO MAX

Nutro Products, Inc.	Thailand	231788/KOR 31667	8/05/1992	MAX
Nutro Products, Inc.	Thailand	234569/KOR 6424	9/25/1992	NATURAL CHOICE
Nutro Products, Inc.	Thailand	276708/KOR 37282	11/29/1994	NUTRO
Nutro Products, Inc.	Thailand	237163/KOR 11678	11/18/1992	NUTRO CHOICE
Nutro Products, Inc.	Thailand	276709/KOR 37281	11/29/1994	NUTRO CHOICE
Nutro Products, Inc.	Thailand	231788/KOR 31667	8/05/1992	NUTRO MAX
Nutro Products, Inc.	Ukraine	22393	2/27/1998	NUTRO
Nutro Products, Inc.	Uruguay	297865	6/24/1998	MAX
Nutro Products, Inc.	Uruguay	297867	2/27/2001	NUTRO
Nutro Products, Inc.	Uruguay	297866	6/24/1998	NUTRO'S NATURAL CHOICE
Nutro Products, Inc.	Venezuela	13738-98	9/10/1999	NUTRO
Nutro Products, Inc.	Venezuela	13736-98	9/10/1999	NUTRO CHOICE
Nutro Products, Inc.	Venezuela	13737-98	9/10/1999	NUTRO MAX

Applications:

Owner	Country	Application Number	Application Date	Trademark
Nutro Products, Inc.	Argentina	2,249,815	11/02/1999	NUTRO CHOICE
Nutro Products, Inc.	Australia	969378	9/05/2003	NATURAL CHOICE
Nutro Products, Inc.	Bolivia	09777	7/21/1998	NUTRO MAX
Nutro Products, Inc.	Chile	302.775	3/23/1995	NUTRO
Nutro Products, Inc.	Columbia	95005412	2/13/1995	NUTRO
Nutro Products, Inc.	Ecuador	132464	3/27/2003	NUTRO CHOICE
Nutro Products, Inc.	Germany	N25237/31WZ	10/15/1992	NUTRO'S NATURAL CHOICE
Nutro Products, Inc.	Hong Kong	92/13796	7/23/1992	NUTRO MAX
Nutro Products, Inc.	Hungary	M 03 03 710	9/03/2003	NUTRO
Nutro Products, Inc.	Hungary	M 03 03 709	9/03/2003	NUTRO CHOICE
Nutro Products, Inc.	Italy	RM92C003426	9/04/1992	NUTRO MAX
Nutro Products, Inc.	Japan	2005-23457	3/17/2005	NATURAL CHOICE ULTRA