

TRADEMARK SCHEDULE

TRADEMARK/TRADE NAMES OWNED BY PMI NUTRITION, LLC.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PMI Nutrition Exclusive	07/16/1996	1987540
Research Proven For Superior Nutrition	03/04/1997	2042326

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Superior Nutrition For Exceptional Pets	03/22/2001	78-054552

**COLLATERAL SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, PMI Nutrition, LLC ("PMI") has adopted, used and is using the trademarks and service marks listed on the Annexed Schedule, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks").

WHEREAS, PMI has entered into a Guarantee and Collateral Agreement dated October 11, 2001 (the "Collateral Agreement") in favor of The Chase Manhattan Bank, as Collateral Agent;

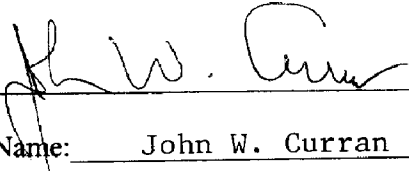
WHEREAS, pursuant to the Collateral Agreement, PMI has pledged to the Collateral Agent and granted to the Collateral Agent a continuing security interest in all right, title and interest of PMI in, to and under the Trademarks together with the applications and registrations thereof, including, without limitation, any and all causes of action to which may exist by reason of infringement thereof, to secure the payment, performance and observance of the obligations as defined in the Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged PMI hereby grants to the Collateral Agent a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the obligations.

PMI hereby further acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, PMI has caused this Collateral Security Agreement to be duly executed by its officer thereunto duly authorized as of 7th day of November, 2001.

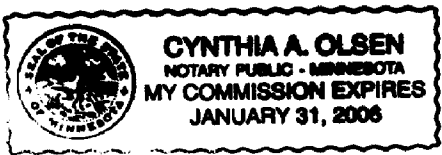
PMI NUTRITION, LLC.

By: 
Printed Name: John W. Curran
Title: Assistant Secretary

STATE OF MINNESOTA)
COUNTY OF Ramsey)

Subscribed and sworn to before me, a Notary Public, this 7th day of November, 2001


Notary Public



(SEAL)