

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NUTRO PRODUCTS, INC.		04/26/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N.A., as collateral agent
Street Address:	Lien Perf. TX2 F135, Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 33

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:	1810994	MAX
Registration Number:	2856491	MAX STEAKS
Registration Number:	2587083	NATURAL CHOICE

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Registration Number:	2983698	NATURAL CHOICE ULTRA
Registration Number:	2108969	NUTRO
Registration Number:	2324686	NUTRO CRUNCHERS
Registration Number:	2748008	NUTRO NATURAL CHOICE COMPLETE CARE
Registration Number:	1053831	NUTRO THE DIFFERENCE IS NUTRITION
Registration Number:	2101441	OPTICHOICE
Registration Number:	2838206	WE DON'T JUST TALK ABOUT GREAT NUTRITION, WE GUARANTEE IT
Serial Number:	76539720	EVERYTHING YOUR DOG NEEDS
Serial Number:	76539721	EVERYTHING YOUR DOG NEEDS IN ONE BAG
Serial Number:	76539722	EVERYTHING YOUR PUPPY NEEDS
Serial Number:	76539723	EVERYTHING YOUR PUPPY NEEDS IN ONE BAG
Serial Number:	76634334	NUTRO CHOICE
Serial Number:	76655322	HEALTHY DESSERTS
Serial Number:	76643838	NUTRO ULTRA
Serial Number:	76650978	SENIOR SUPPORT SYSTEM
Serial Number:	76650979	SMART SYSTEM
Serial Number:	76652852	SMART START
Serial Number:	76436733	WHOLENESS
Serial Number:	76436735	WHOLISTIC

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	05/15/2006

Total Attachments: 15
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Trademark Security Agreement

Trademark Security Agreement, dated as of April 26, 2006, by NUTRO PRODUCTS, INC., a California corporation (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Subject to Section 3 below, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Pledgor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than (x) Obligations in respect of Secured Hedge Agreements or Cash Management Obligations not yet due and payable, (y) contingent indemnification obligations not yet accrued and payable and (z) L/C Obligations that have been fully cash collateralized or supported by a backstop letter of credit in form and substance reasonably satisfactory to the Administrative Agent) and termination of the Security Agreement, the Collateral Agent shall promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form reasonably acceptable to the Pledgor releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

NUTRO PRODUCTS, INC.

By: 

Name: *David S. Kravis*
Title: *President and Chief Executive Officer*

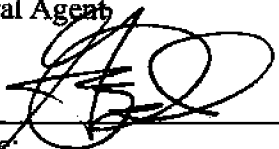
Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: _____

Name:

Title:



GARY L. SPEVACK
Vice President
JPMorgan Chase Bank, N.A.

(Trademark Security Agreement)

TRADEMARK
REEL: 003308 FRAME: 0790

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

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.	Greece	121892	11/26/1994	NATURAL CHOICE
Nutro Products, Inc.	Greece	121889	11/29/1994	NUTRO
Nutro Products, Inc.	Greece	121891	11/29/1994	NUTRO CHOICE
Nutro Products, Inc.	Hong Kong	2223/95	7/23/1992	NUTRO
Nutro Products, Inc.	Hong Kong	5889/94	7/23/1992	NUTRO CHOICE
Nutro Products, Inc.	Hong Kong	8247/1997	8/14/1997	NUTRO'S NATURAL CHOICE
Nutro Products, Inc.	Israel	112933	6/12/1997	NUTRO
Nutro Products, Inc.	Italy	63871	2/28/1995	NUTRO'S CHOICE
Nutro Products, Inc.	Italy	686,414	9/18/1996	NUTRO'S NATURAL CHOICE
Nutro Products, Inc.	Japan	3013256	12/22/1994	MAX
Nutro Products, Inc.	Japan	2605081	12/24/1993	NATURAL CHOICE
Nutro Products, Inc.	Japan	2419272	5/29/1992	NUTRO
Nutro Products, Inc.	Japan	3013255	12/22/1994	NUTRO'S CHOICE
Nutro Products, Inc.	Jordan	47676	12/01/1997	NUTRO

Nutro Products, Inc.	Korea	277136	10/20/1993	NUTRO CHOICE
Nutro Products, Inc.	Korea	314927	6/08/1995	NUTRO MAX
Nutro Products, Inc.	Korea	314926	6/08/1995	NUTRO'S NATURAL CHOICE
Nutro Products, Inc.	Malaysia	92/06025	8/25/1992	NUTRO CHOICE
Nutro Products, Inc.	Malaysia	92/06024	8/25/1992	NUTRO MAX
Nutro Products, Inc.	Mexico	887834	6/24/2005	NATURAL CHOICE
Nutro Products, Inc.	Mexico	20020257888	10/15/1993	NUTRO'S CHOICE
Nutro Products, Inc.	Norway	169567	9/28/1995	NUTRO MAX
Nutro Products, Inc.	Philippines	4-2003-006255	5/12/2005	NUTRO
Nutro Products, Inc.	Poland	143770	9/23/1999	NUTRO
Nutro Products, Inc.	Poland	R143772	9/23/1999	NUTRO CHOICE
Nutro Products, Inc.	Poland	143771	9/23/1999	NUTRO MAX
Nutro Products, Inc.	Portugal	286.386	6/09/1994	NUTRO CHOICE
Nutro Products, Inc.	Portugal	286.385	6/09/1994	NUTRO 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

Nutro Products, Inc.	Japan	2005-23456	3/17/2005	OPTICHOICE
Nutro Products, Inc.	Mexico	212149	8/26/1991	NUTRO MAX
Nutro Products, Inc.	Norway	926370	12/21/1992	NUTRO CHOICE
Nutro Products, Inc.	Philippines	4-2003-06254	7/14/2003	NUTRO CHOICE
Nutro Products, Inc.	Singapore	5348192	7/24/1992	NATURAL CHOICE
Nutro Products, Inc.	Turkey	Not available	3/24/2003	NUTRO CHOICE

Licenses: None.