

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peton Distributors ULC		08/31/2009	Unlimited Liability Company: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	11th Floor, First Canadian Place		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2867254	PETON	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1912500		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 2867254

900142255

**TRADEMARK
 REEL: 004055 FRAME: 0196**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

09/01/2009

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 31st day of August, 2009, Peton Distributors ULC ("*Debtor*") with its principal place of business and mailing address at 7300 Warden Avenue, Suite 106, Markham, Ontario, Canada L3R 9W6, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank ("*BMO*"), with its mailing address at 11th Floor, First Canadian Place, Toronto, Ontario M5X 1A1, acting as administrative agent hereunder for the Lender Parties as defined in the General Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Lender Parties a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain General Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a grant of any security interest in any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PETON DISTRIBUTORS ULC

By 
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PETON DISTRIBUTORS ULC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By _____
Name _____
Title _____
James Di Giacomo
Director
Loan Syndications

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

Trade-Mark	Services	Registration Date	Registration No.
PI.TON & design	Wholesale distributorships featuring pet food, pet supplies, wild bird food and seeds, wild bird feeders and wild bird hobby supplies	July 27, 2004	2,867,254