

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
Performance Pet Products, LLC		11/19/2009	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3559698	CANINE CATTLE COMPANY	
Registration Number:	3399166	CANINE CATTLE CORRAL	
Registration Number:	2501819	BEEFY MONSTER BONE	
Registration Number:	3622353	PERFORMANCE PET PRODUCTS	
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:	1920164		

CH \$115.00 3559698

900148288

**TRADEMARK
 REEL: 004101 FRAME: 0086**

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/23/2009
Total Attachments: 4 source=2723199#page1.tif source=2723199#page2.tif source=2723199#page3.tif source=2723199#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 19th day of November, 2009, Performance Pet Products, LLC, a Minnesota limited liability company ("*Debtor*") with its principal place of business and mailing address at 1120 Lake Avenue, Fairmont, Minnesota 56031, 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, as Agent, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party 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 or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Second Amended and Restated Security Agreement bearing even date herewith between Debtor, such affiliates and Secured Party (such Second Amended and Restated Security Agreement, as amended, modified, supplemented or restated from time to time, hereinafter the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of 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*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

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

PERFORMANCE PET PRODUCTS, LLC

By _____

Name: Robert Hovde

Title: Treasurer

BANK OF MONTREAL, as Agent

By _____

Name: John R. Carley

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004101 FRAME: 0089

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

PERFORMANCE PET PRODUCTS, LLC

By _____
Name: Robert Hovde
Title: Treasurer

BANK OF MONTREAL, as Agent

By _____
Name: John R. Carley
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED TRADEMARK	REGISTRATION NUMBER
Canine Cattle Company [logo]	3,559,698 [Serial# 77310773]
Canine Cattle Corral [logo]	3,399,166
Beefy Monster Bone	2,501,819
Performance Pet Products [logo]	3,622,353