

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
Petra Pet, Inc.		05/04/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	100 King Street West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3509147	SWIZZLES A WHIRLWIND OF FLAVOR!
Registration Number:	3400660	CHICKEN TOPS
Registration Number:	3242168	BEEFEEZ
Registration Number:	3160838	HIDE 'N SIDE
Registration Number:	3163762	LAMBEEZ
Registration Number:	3151992	PORKEEZ
Registration Number:	3088902	GRANOLA HIDE
Registration Number:	3080587	TATER HIDE
Registration Number:	3004899	TOP CHOICE
Registration Number:	2883042	PLAY N' CHEW
Registration Number:	2880261	2 CHEWS TO CHOOSE
Registration Number:	3121109	PETRA-VET
Registration Number:	3066279	PETRA-COMFY
Registration Number:	2421967	DENTIES

CH \$715.00 3509147

900161555

**TRADEMARK
 REEL: 004200 FRAME: 0842**

Registration Number:	2125789	PETRAPPORT
Registration Number:	2146088	BEEFEATER
Registration Number:	2173643	BEEFEATERS AMERICAN BEEFHIDE
Registration Number:	2042207	CHEW CHIPS
Registration Number:	2192642	
Serial Number:	77827917	BEEFEATER SWEET POTATO WRAPS
Serial Number:	77827903	BEEFEATER DUCK WRAPS
Serial Number:	77827886	BEEFEATER CHICKEN WRAPS
Serial Number:	77827871	BEEFEATER LIVER WRAPS
Serial Number:	77827839	SWEET POTATO TOPS
Serial Number:	77827817	DUCK-TOPS
Serial Number:	77827795	LIVER-TOPS
Serial Number:	77827778	CHEWRITTO
Serial Number:	77827757	PETRAVET FRESH WAVE

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	1932094
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	05/06/2010
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Total Attachments: 6
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TRADEMARK
REEL: 004200 FRAME: 0843

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TRADEMARK COLLATERAL AGREEMENT

This 4th day of May, 2010, Petra Pet, Inc., a New Jersey corporation ("*Debtor*") with its principal place of business and mailing address at 5801 Westside Avenue, North Bergen, New Jersey, 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 acting through its Chicago branch, with its mailing address at 100 King Street West, Toronto, Ontario M5X 1A1, 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, 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 Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Beefeaters Holding Company, Inc. and Secured Party, as the same may be amended, modified, or restated from time to time (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 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, 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.

PETRA PET, INC.

By Dea [Signature]
Name Constantine Triandafellos
Title President and CEO

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

BANK OF MONTREAL, CHICAGO BRANCH

By _____
Name _____
Title _____

BANK OF MONTREAL

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.

PETRA PET, INC.

By _____
Name _____
Title _____

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

BANK OF MONTREAL, CHICAGO BRANCH

By Joseph W. Linder
Name JOSEPH W. LINDER
Title VICE PRESIDENT

BANK OF MONTREAL

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.

PETRA PET, INC.

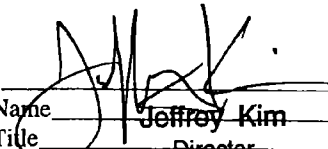
By _____
Name _____
Title _____

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

BANK OF MONTREAL, CHICAGO BRANCH

By _____
Name _____
Title _____

BANK OF MONTREAL

By  _____
Name Jeffrey Kim
Title Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

United States Active Trademark Registrations

Title	Filing Date	Application Serial No.	Registration Date	Registration No.	Owner Name
Swizzles A Whirl Wind Of Flavor (Trademark Design: See Attachment 3.19)	9/27/2006	77-008781	9/30/2008	3509147	Petra Pet, Inc.
Chicken Tops (Trademark Design: See Attachment 3.19)	12/5/2006	77-057275	3/25/2008	3400660	Petra Pet, Inc.
BEEFEEZ	7/14/2006	78-929570	5/15/2007	3242168	Petra Pet, Inc.
HIDE 'N SIDE	6/7/2005	78-645227	10/17/2006	3160838	Petra Pet, Inc.
LAMBEEZ	12/9/2004	78-529967	10/25/2006	3163762	Petra Pet, Inc.
PORKEEZ	12/8/2004	78-529142	10/3/2006	3151992	Petra Pet, Inc.
GRANOLA HIDE	4/28/2004	78-409625	5/2/2006	3088902	Petra Pet, Inc.
TATER HIDE	4/26/2004	78-407927	4/11/2006	3080587	Petra Pet, Inc.
Top Choice	11/1/2002	78-180827	10/4/2005	3004899	Petra Pet, Inc.
Play N' Chew	10/30/2002	78-180084	9/7/2004	2883042	Petra Pet, Inc.
2 Chews To Choose	7/11/2002	78-143025	8/31/2004	2880261	Petra Pet, Inc.
Petra-Vet	4/19/2002	76-397952	7/25/2006	3121109	Petra Pet, Inc.

Petra-Comfy	4/19/2002	76-397951	3/7/2006	3066279	Petra Pet, Inc.
Denties	11/16/1998	75-589091	1/16/2001	2421967	Petra Pet, Inc.
Petrapport	3/4/1997	75-251339	12/30/1997	2125789	Petra Pet, Inc.
Beefeater	1/7/1997	75-222288	3/24/1998	2146088	Petra Pet, Inc.
Beefeaters American Beefhide	9/3/1996	75-158003	7/14/1998	2173643	Petra Pet, Inc.
Chew Chips	4/8/1994	74-515890	3/4/1997	2042207	Petra Pet, Inc.
*Trademarked Design: Dog With Chef's Hat (See Attachment 3.19)	9/3/1996	75-158004	9/29/1998	2192642	Petra Pet, Inc.

Pending United States Trademark Applications

Title	Filing Date	Application Serial No.	Status	Owner Name
Beefeater Sweet Potato Wraps	9/16/2009	77-827917	Pending	Petra Pet, Inc.
Beefeater Duck Wraps	9/16/2009	77-827903	Pending	Petra Pet, Inc.
Beefeater Chicken Wraps	9/16/2009	77-827886	Pending	Petra Pet, Inc.
Beefeater Liver Wraps	9/16/2009	77-827871	Pending	Petra Pet, Inc.
Sweet Potato Tops	9/16/2009	77-827839	Pending	Petra Pet, Inc.
Duck-Tops	9/16/2009	77-827817	Pending	Petra Pet, Inc.
Liver-Tops	9/16/2009	77-827795	Pending	Petra Pet, Inc.
Chewritto	9/16/2009	77-827778	Pending	Petra Pet, Inc.
Petravet Fresh Wave	9/16/2009	77-827757	Pending	Petra Pet, Inc.