

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
Pet Valu Canada Inc.		07/04/2012	CORPORATION: CANADA
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:	Canadian chartered bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3963108	PET VALU COMPANION	
Registration Number:	3868526	THE PULSE OF FELINE NUTRITION	
Registration Number:	3989376	YOUR PET. YOUR STORE	
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	08522.251028		
DOMESTIC REPRESENTATIVE			

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TRADEMARK
 REEL: 004815 FRAME: 0023

CH \$90.00 3963108

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

NAME OF SUBMITTER:	Karen Osborne
Signature:	//Karen Osborne//
Date:	07/05/2012

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 4th day of July, 2012, Pet Valu Canada Inc. (“Debtor”) with its principal place of business and mailing address at 7300 Warden Avenue, Suite 106, Markham, Ontario, Canada L3R 9Z6, 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;

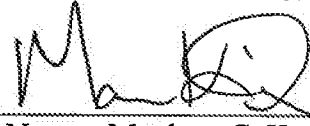
to secure the payment and performance of all Obligations of Debtor as set out in that certain General Security Agreement dated as of August 31, 2009 between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “Security Agreement”). All capitalized terms used herein 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 first above written

PET VALU CANADA INC.

By: 
Name: Matthew C. Kaelin
Title: Director

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

BANK OF MONTREAL, as Agent

By: 
Name _____ James Di Giacomo
Title _____ Managing Director
Corporate Finance Underwriting
and Syndications

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

Schedule A to Trademark Collateral Agreement

TRADEMARKS FOR WARES

PET VALU CANADA INC. - U.S.					
	Design	Wares	Registration Date	Expiry	Registration No.
1	PET VALU COMPANION	Pet-related periodicals and magazines	May 17, 2011	May 11, 2021	3,963,108
2	THE PULSE OF FELINE NUTRITION	Cat food	October 26, 2010	October 26, 2020	3,868,526

TRADEMARKS FOR SERVICES

PET VALU CANADA INC. - U.S.					
	Design	Services	Registration Date	Expiry	Registration No.
3	YOUR PET. YOUR STORE.	Retail store services in the field of pet supplies and pet food	July 5, 2011	July 5, 2021	3,989,376