

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
Blue Buffalo Company, Ltd.		08/08/2012	CORPORATION: DELAWARE
Sierra Pet Products, LLC		08/08/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Citibank, N.A., as Administrative Agent
Street Address:	1615 Brett Road OPS III
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	3959363	THE BLUE BUFFALO CO. BLUE BLUE BITES HEALTHY HOLISTIC
Registration Number:	3959361	THE BLUE BUFFALO CO. BLUE BLUE BITS HEALTHY HOLISTIC
Registration Number:	3959364	THE BLUE BUFFALO CO. BLUE BLUE BONES HEALTHY HOLISTIC
Registration Number:	3581592	BLUE BOTANICALS
Registration Number:	3581594	BLUE ESSENTIALS
Registration Number:	3939034	THE BLUE BUFFALO CO. BLUE EXUBERANCE HEALTHY HOLISTIC
Registration Number:	3568453	BLUE LONGEVITY THE BLUE BUFFALO CO.
Registration Number:	3939033	THE BLUE BUFFALO CO. BLUE BLUE MINI BARS HEALTHY HOLISTIC
Registration Number:	3505838	BLUE ORGANICS
		BLUE UNSURPASSED NUTRITION ULTIMATE PROTECTION TRADEMARK

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Registration Number:	3833287	THE BLUE BUFFALO CO. THE BLUE BUFFALO CO. THE BLUE BUFFALO CO. THE BLUE BUFFALO CO.
Registration Number:	3939035	THE BLUE BUFFALO CO. BLUE TRANQUILITY HEALTHY HOLISTIC
Registration Number:	3888202	BLUE VALET
Registration Number:	3939036	THE BLUE BUFFALO CO. BLUE WILDERNESS TRAIL TREATS
Registration Number:	3620259	BLUE WILDERNESS HIGH PROTEIN LOW CARB THE BLUE BUFFALO CO. THE BLUE BUFFALO CO.
Registration Number:	3620312	
Registration Number:	3248022	
Registration Number:	3990188	FAMILY FAVORITE RECIPES
Registration Number:	3230688	FELINE SPA CUISINE
Registration Number:	2988018	LIFESOURCE BITS
Registration Number:	3854499	LOVE THEM LIKE FAMILY FEED THEM LIKE FAMILY
Registration Number:	4122767	BLUE MOM'S CHICKEN PIE
Registration Number:	3461924	HARMONY FARMS
Registration Number:	3462041	HARMONY FARMS
Serial Number:	85613436	BLUE BUFFALO
Serial Number:	85424567	BLUE FREEDOM
Serial Number:	85444394	BLUE FREEDOM THE BLUE BUFFALO CO
Serial Number:	85635315	BLUE HEALTHY HOME
Serial Number:	85635359	BLUE HEALTHY HOME
Serial Number:	85466932	BLUE KITTY YUMS
Serial Number:	85480017	BLUE NATURALLY FRESH THE BLUE BUFFALO CO.
Serial Number:	77046076	BLUE ORIGINS
Serial Number:	85057299	BLUE VALET
Serial Number:	77659129	
Serial Number:	77080343	CANINE SPA CUISINE
Serial Number:	85424552	FREEDOM
Serial Number:	85387329	PET HEALTHY HOME
Serial Number:	85977023	PET HEALTHY HOME
Serial Number:	85215021	SIMPLE GOODNESS
Serial Number:	85215037	SIMPLE GOODNESS
Serial Number:	85215047	SIMPLE GOODNESS
Registration Number:	3211822	SPA SELECT

Registration Number:

4122765

BLUE TURKEY DAY FEAST

**CORRESPONDENCE DATA**

Fax Number:

3026365454

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

800-927-9801 x2348

Email:

jpaterso@cscinfo.com

Correspondent Name:

Corporation Service Company

Address Line 1:

1090 Vermont Avenue NW, Suite 430

Address Line 4:

Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

307396-5

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

08/09/2012

**Total Attachments: 8**

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**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>1. Blue Buffalo Company, Ltd.                  2. Sierra Pet Products, LLC</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other 1. Corporation; 2. LLC _____</p> <p>Citizenship (see guidelines) USA - DE _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes                  Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Citibank, N.A., as administrative agent</u>                  Internal _____                  Address: _____                  Street Address: <u>1615 Brett Road OPS III</u>                  City: <u>New Castle</u>                  State: <u>DE</u>                  Country: <u>USA</u> Zip: <u>19720</u></p> <p><input type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> General Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input type="checkbox"/> Corporation    Citizenship _____  <input type="checkbox"/> Other _____    Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance )/Execution Date(s) :</b></p> <p>Execution Date(s) <u>August 8, 2012</u></p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____                  B. Trademark Registration No.(s) <u>3,959,363</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Nicole Piazza</u>                  Internal Address: _____                  Street Address: <u>c/o Cahill Gordon &amp; Reindel LLP</u>  <u>80 Pine Street, 15th Fl</u>                  City: <u>New York</u>                  State: <u>NY</u> Zip: <u>10005</u>                  Phone Number: <u>212.701.3231</u>                  Fax Number: <u>212.378.4450</u>                  Email Address: <u>nplazza@cahill.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">42</span></p> <p><b>7. Total fee (37 CFR 2.8(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____                  Authorized User Name _____</p>
<p><b>9. Signature:</b> <u></u> <span style="float: right;">8/8/12</span>                  _____                  Signature <span style="float: right;">Date</span></p> <p style="text-align: center;">Nicole Piazza                  Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">8</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of August 8, 2012 (this "Agreement"), among Blue Buffalo Company, Ltd. and Sierra Pet Products, LLC (the "Grantors") and Citibank, N.A., as administrative agent.

Reference is made to (a) the Credit Agreement dated as of August 8, 2012 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Blue Pet Products, Inc. ("Holdings"), Blue Buffalo Company, Ltd. (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of August 8, 2012 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby confirms the grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, of a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral"); provided that the Security Interest shall not attach to any Excluded Asset.


SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is confirmed in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLUE BUFFALO COMPANY, LTD.,

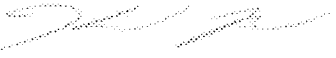
By:   
Name: *William W. Bishop*  
Title: *CEO*

SIERRA PET PRODUCTS, LLC

By:   
Name: William Bishop  
Title: CEO

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CITIBANK, N.A., as  
Administrative Agent,

By: 

Name: KIRKWOOD ROLAND  
Title: DIRECTOR &  
VICE PRESIDENT



## TRADEMARK COLLATERAL

<u>Grantor / Registered Owner</u>	<u>Mark</u>	<u>Application Number Application Date</u>	<u>Registration Number Registration Date</u>
Blue Buffalo Company, Ltd.	THE BLUE BUFFALO CO. BLUE BLUE BITES HEALTHY HOLISTIC (and Design)	N/A	3,959,363 May 10, 2011
Blue Buffalo Company, Ltd.	THE BLUE BUFFALO CO. BLUE BLUE BITS HEALTHY HOLISTIC (and Design)	N/A	3,959,361 May 10, 2011
Blue Buffalo Company, Ltd.	THE BLUE BUFFALO CO. BLUE BLUE BONES HEALTHY HOLISTIC (and Design)	N/A	3,959,364 May 10, 2011
Blue Buffalo Company, Ltd.	BLUE BOTANICALS	N/A	3,581,592 February 24, 2009
Blue Buffalo Company, Ltd.	BLUE ESSENTIALS	N/A	3,581,594 February 24, 2009
Blue Buffalo Company, Ltd.	THE BLUE BUFFALO CO. BLUE EXUBERANCE HEALTHY HOLISTIC (and Design)	N/A	3,939,034 March 29, 2011
Blue Buffalo Company, Ltd.	BLUE LONGEVITY THE BLUE BUFFALO CO. (and Design)	N/A	3,568,453 January 27, 2009
Blue Buffalo Company, Ltd.	THE BLUE BUFFALO CO. BLUE BLUE MINI BARS HEALTHY HOLISTIC (and Design)	N/A	3,939,033 March 29, 2011
Blue Buffalo Company, Ltd.	BLUE ORGANICS	N/A	3,505,838 September 23, 2008
Blue Buffalo Company, Ltd.	BLUE UNSURPASSED NUTRITION ULTIMATE PROTECTION THE BLUE BUFFALO CO. THE BLUE BUFFALO CO. THE BLUE BUFFALO CO. THE BLUE BUFFALO CO. (and Design)	N/A	3,833,287 August 17, 2010
Blue Buffalo Company, Ltd.	THE BLUE BUFFALO CO. BLUE TRANQUILITY HEALTHY HOLISTIC (and Design)	N/A	3,939,035 March 29, 2011

Blue Buffalo Company, Ltd.	BLUE VALET	N/A	3,888,202 December 7, 2010
Blue Buffalo Company, Ltd.	THE BLUE BUFFALO CO. BLUE WILDERNESS TRAIL TREATS (and Design)	N/A	3,939,036 March 29, 2011
Blue Buffalo Company, Ltd.	BLUE WILDERNESS HIGH PROTEIN LOW CARB THE BLUE BUFFALO CO. THE BLUE BUFFALO CO. (and Design)	N/A	3,620,259 May 12, 2009
Blue Buffalo Company, Ltd.	Miscellaneous Design	N/A	3,620,312 May 12, 2009
Blue Buffalo Company, Ltd.	Miscellaneous Design	N/A	3,248,022 May 29, 2007
Blue Buffalo Company, Ltd.	FAMILY FAVORITES RECIPES	N/A	3,990,188 July 5, 2011
Blue Buffalo Company, Ltd.	FELINE SPA CUISINES	N/A	3,230,688 April 17, 2007
Blue Buffalo Company, Ltd.	LIFESOURCE BITS	N/A	2,988,018 August 23, 2005
Blue Buffalo Company, Ltd.	LOVE THEM LIKE FAMILY FEED THEM LIKE FAMILY	N/A	3,854,499 September 28, 2010
Blue Buffalo Company, Ltd.	BLUE MOM'S CHICKEN PIE (and Design)	N/A	4,122,767 April 3, 2012
Blue Buffalo Company, Ltd.	SPA SELECT	N/A	3,211,822 February 20, 2007
Blue Buffalo Company, Ltd.	BLUE TURKEY DAY FEAST (and Design)	N/A	4,122,765 April 3, 2012
Sierra Pet Products, LLC	HARMONY FARMS	N/A	3,461,924 July 8, 2008
Sierra Pet Products, LLC	HARMONY FARMS (Stylized)	N/A	3,462,041 July 8, 2008
Blue Buffalo Company, Ltd.	BLUE BUFFALO	85/613,436 May 1, 2012	N/A
Blue Buffalo Company, Ltd.	BLUE FREEDOM	85/424,567 September 16, 2011	N/A
Blue Buffalo Company, Ltd.	BLUE FREEDOM THE BLUE BUFFALO CO (and Design)	85/444,394 October 11, 2011	N/A
Blue Buffalo Company, Ltd.	BLUE HEALTHY HOME	85/635,315 May 25, 2012	N/A
Blue Buffalo Company, Ltd.	BLUE HEALTHY HOME	85/635,359 May 25, 2012	N/A

Blue Buffalo Company, Ltd.	BLUE KITTY YUMS	85/466,932 November 8, 2011	N/A
Blue Buffalo Company, Ltd.	BLUE NATURALLY FRESH THE BLUE BUFFALO CO. (and Design)	85/480,017 November 23, 2011	N/A
Blue Buffalo Company, Ltd.	BLUE ORIGINS	77/046,076 November 16, 2006	N/A
Blue Buffalo Company, Ltd.	BLUE VALET	85/057,299 June 8, 2010	N/A
Blue Buffalo Company, Ltd.	Miscellaneous Design	77/659,129 January 29, 2009	N/A
Blue Buffalo Company, Ltd.	CANINE SPA CUISINE	77/080,343 January 10, 2007	N/A
Blue Buffalo Company, Ltd.	FREEDOM	85/424,552 September 16, 2011	N/A
Blue Buffalo Company, Ltd.	PET HEALTHY HOME	85/387,329 August 2, 2011	N/A
Blue Buffalo Company, Ltd.	PET HEALTHY HOME	85/977,023 August 2, 2011	N/A
Blue Buffalo Company, Ltd.	SIMPLE GOODNESS	85/215,021 January 11, 2011	N/A
Blue Buffalo Company, Ltd.	SIMPLE GOODNESS	85/215,037 January 11, 2011	N/A
Blue Buffalo Company, Ltd.	SIMPLE GOODNESS	85/215,047 January 11, 2011	N/A