

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429219

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sierra Pet Products, LLC | | 05/25/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citibank, N.A., as Administrative Agent | | |
| Street Address: | 388 Greenwich Street | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3461924 | HARMONY FARMS | |
| Registration Number: | 3462041 | HARMONY FARMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-906-1216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 049133-0216 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /S/ Angela M. Amaru | | |
| DATE SIGNED: | 05/30/2017 | | |
| Total Attachments: 5 | | | |
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| source=Blue Buffalo - Trademark Security Agreement - Sierra Pet Products#page2.tif | | | |

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK SECURITY AGREEMENT dated as of May 25, 2017 (this "Agreement"), among Sierra Pet Products, LLC (the "Grantor") and Citibank, N.A., as administrative agent.

Reference is made to (a) the Credit Agreement dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Blue Buffalo Pet Products, Inc. (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of May 25, 2017 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among 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 if not defined therein, in the Credit Agreement. 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, together with (a) and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, (b) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and (c) all other rights, priorities and privileges accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"); provided that the Security Interest shall not attach any intent-to-use Trademark applications filed in the United States Patent and Trademark Office to the extent that an amendment to allege use or a verified statement of use with respect thereto has not yet been filed with and accepted by the United States Patent and Trademark Office, and further, 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.

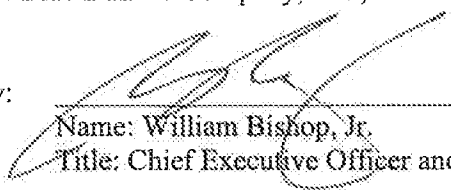
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

SIERRA PET PRODUCTS, LLC

By: Blue Buffalo Company, Ltd., the sole member,

By:



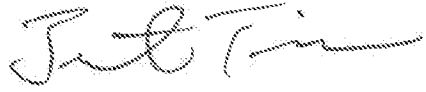
.....
Name: William Bishop, Jr.

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006072 FRAME: 0381

CITIBANK, N.A., as Administrative Agent

By: 
Name: Justin Tichauer
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I

United States Trademarks Registrations

| <u>Registration Number</u> | <u>Trademark</u> |
|----------------------------|--------------------------|
| 3461924 | Harmony Farms |
| 3462041 | Harmony Farms (stylized) |