

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429242

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue Buffalo Company, Ltd.		05/25/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A., as Administrative Agent		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 75</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4642472	ALPINE MEADOW	
<b>Registration Number:</b>	4957138	BAYOU BLEND	
<b>Registration Number:</b>	4585858	BE MINE BARS	
<b>Registration Number:</b>	4361560	BLUE BASICS	
<b>Registration Number:</b>	4361559	BLUE BISTRO'S	
<b>Registration Number:</b>	3959363	THE BLUE BUFFALO CO. BLUE BLUE BITES HEA	
<b>Registration Number:</b>	3959361	THE BLUE BUFFALO CO. BLUE BLUE BITS HEAL	
<b>Registration Number:</b>	4653492	BLUE BLUE'S BUDDIES	
<b>Registration Number:</b>	3959364	THE BLUE BUFFALO CO. BLUE BLUE BONES HEA	
<b>Registration Number:</b>	4422081	BLUE BOO BARS	
<b>Registration Number:</b>	4629413	BLUE BOO STEW	
<b>Registration Number:</b>	4356570	BLUE BUFFALO	
<b>Registration Number:</b>	5082043	THE BLUE BUFFALO CO. HEALTHY HOLISTIC BL	
<b>Registration Number:</b>	4507108	BLUE DIVINE DELIGHTS	
<b>Registration Number:</b>	3939034	THE BLUE BUFFALO CO. BLUE EXUBERANCE HEA	
<b>Registration Number:</b>	4343246	BLUE FREEDOM	
<b>Registration Number:</b>	4239049	BLUE FREEDOM THE BLUE BUFFALO CO	
<b>Registration Number:</b>	4364890	BLUE HEALTHY GOURMET	
<b>Registration Number:</b>	4508200	BLUE HEALTHY HOME	

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Property Type	Number	Word Mark
Registration Number:	4676496	BLUE HEALTHY STARTS
Registration Number:	4364888	BLUE HOMESTYLE RECIPE
Registration Number:	4653907	BLUE JOINT STICKS
Registration Number:	4387124	HEALTHY HOLISTIC BLUE JOLLY JOINTS THE B
Registration Number:	4638486	BLUE KITCHEN CRAVINGS
Registration Number:	4293176	BLUE KITTY YUMS
Registration Number:	3568453	BLUE LONGEVITY THE BLUE BUFFALO CO.
Registration Number:	3939033	THE BLUE BUFFALO CO. BLUE BLUE MINI BARS
Registration Number:	4122767	BLUE MOM'S CHICKEN PIE
Registration Number:	4915061	BLUE NATURAL VETERINARY DIET
Registration Number:	4325300	BLUE NATURALLY FRESH THE BLUE BUFFALO CO
Registration Number:	4540106	THE BLUE BUFFALO CO. BLUE SANTA SNACKS C
Registration Number:	4663793	BLUE SANTA STEW
Registration Number:	4817967	BLUE SHELTER STARS
Registration Number:	3833287	BLUE UNSURPASSED NUTRITION ULTIMATE PROT
Registration Number:	5069009	BLUE SIZZLERS
Registration Number:	5138024	BLUE SMOKEHOUSE
Registration Number:	3939035	THE BLUE BUFFALO CO. BLUE TRANQUILITY HE
Registration Number:	4122765	BLUE TURKEY DAY FEAST
Registration Number:	3620259	BLUE WILDERNESS HIGH PROTEIN LOW CARB TH
Registration Number:	4747207	BLUE WILDERNESS DENTAL CHEWS
Registration Number:	3939036	THE BLUE BUFFALO CO. BLUE WILDERNESS TRA
Registration Number:	4999938	BLUE WILDERNESS WILD ROLLS
Registration Number:	4602995	BLUE WILDERNESS WOLF CREEK STEW
Registration Number:	4364891	BLUE'S STEW
Registration Number:	3248022	
Registration Number:	4728741	COUNTRY SKILLET
Registration Number:	5023742	DENALI DINNER
Registration Number:	3990188	FAMILY FAVORITE RECIPES
Registration Number:	4243233	FREEDOM
Registration Number:	4654174	HERBAL ATTRACTION
Registration Number:	4364887	LIFE PROTECTION FORMULA
Registration Number:	2988018	LIFESOURCE BITS
Registration Number:	3854499	LOVE THEM LIKE FAMILY FEED THEM LIKE FAM
Registration Number:	4758698	LOVE THEM LIKE FAMILY. FEED THEM LIKE FA
Registration Number:	4752617	LYNX LAIR
Registration Number:	4752618	LYNX LAIR
Registration Number:	4728743	NORTHWEST SKILLET

Property Type	Number	Word Mark
Registration Number:	4937083	RED WHITE & BLUE BARS
Registration Number:	4937082	RED WHITE & BLUE STEW
Registration Number:	4804184	SAVORY SIZZLERS
Registration Number:	4728742	SOUTHWEST SKILLET
Registration Number:	3211822	SPA SELECT
Registration Number:	4728744	SUNRISE SKILLET
Registration Number:	4863366	WILD BITS
Registration Number:	4731499	WILD BONES
Registration Number:	5091256	WILD STIX
Registration Number:	4752616	WOLF DEN
Registration Number:	4752619	WOLF DEN
Serial Number:	86725379	BAYOU BISCUITS
Serial Number:	86520455	BLUE KITTY CRAVINGS
Serial Number:	86725400	DENALI BISCUITS
Serial Number:	86649256	FLATLAND FEAST
Serial Number:	87170529	FLATLAND STIX
Serial Number:	87170531	SNAKE RIVER STIX
Serial Number:	86850927	THE NATURAL ALTERNATIVE IN NUTRITIONAL T

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864

*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.*

**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

<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/S/ Angela M. Amaru
<b>DATE SIGNED:</b>	05/30/2017

**Total Attachments: 8**

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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK SECURITY AGREEMENT dated as of May 25, 2017 (this "Agreement"), among Blue Buffalo Company, Ltd. (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

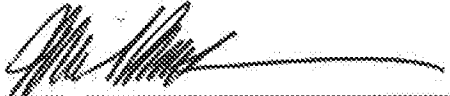
respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms 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.

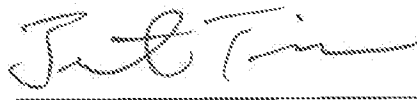
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLUE BUFFALO COMPANY, LTD.

By:   
Name: Michael Nathenson  
Title: Executive Vice President and Chief  
Financial Officer

CITIBANK, N.A., as Administrative Agent

By: 

Name: Justin Tichauer  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I

United States Registered Trademarks

<u>Registration Number</u>	<u>Trademark</u>
4,642,472	ALPINE MEADOW
4,957,138	BAYOU BLEND
4,585,858	BE MINE BARS
4,361,560	BLUE BASICS
4,361,559	BLUE BISTRO'S
3,959,363	BLUE BITES & Logo Design
3,959,361	BLUE BITS & Logo Design
4,653,492	BLUE BLUE'S BUDDIES & Logo Design
3,959,364	BLUE BONES & Logo Design
4,422,081	BLUE BOO BARS & Logo Design
4,629,413	BLUE BOO STEW
4,356,570	BLUE BUFFALO
5,082,043	BLUE DENTAL BONES & Design
4,507,108	BLUE DIVINE DELIGHTS & Logo Design
3,939,034	BLUE EXUBERANCE & Logo Design
4,343,246	BLUE FREEDOM
4,239,049	BLUE FREEDOM & Logo Design
4,364,890	BLUE HEALTHY GOURMET



<u>Registration Number</u>	<u>Trademark</u>
4,508,200	BLUE HEALTHY HOME
4676496	BLUE HEALTHY STARTS
4,364,888	BLUE HOMESTYLE RECIPE
4,653,907	BLUE JOINT STICKS
4,387,124	BLUE JOLLY JOINTS & Logo Design
4,638,486	BLUE KITCHEN CRAVINGS
4,293,176	BLUE KITTY YUMS
3,568,453	BLUE LONGEVITY & Logo Design
3,939,033	BLUE MINI BARS & Logo Design
4,122,767	BLUE MOM'S CHICKEN PIE & Logo Design
4,915,061	BLUE NATURAL VETERINARY DIET
4,325,300	BLUE NATURALLY FRESH & Logo Design
4,540,106	BLUE SANTA SNACKS & Logo Design
4,663,793	BLUE SANTA STEW
4,817,967	BLUE SHELTER STARS
3,833,287	BLUE SHIELD LOGO
5,069,009	BLUE SIZZLERS
5,138,024	BLUE SMOKEHOUSE
3,939,035	BLUE TRANQUILITY & Logo Design
4,122,765	BLUE TURKEY DAY FEAST & Logo Design

<u>Registration Number</u>	<u>Trademark</u>
3,620,259	BLUE WILDERNESS & Shield Logo Design
4,747,207	BLUE WILDERNESS DENTAL CHEWS
3,939,036	BLUE WILDERNESS TRAIL TREATS & Logo Design
4,999,938	BLUE WILDERNESS WILD ROLLS
4,602,995	BLUE WILDERNESS WOLF CREEK STEW
4,364,891	BLUE'S STEW
3,248,022	BUFFALO DESIGN
4,728,741	COUNTRY SKILLET
5,023,742	DENALI DINNER
3,990,188	FAMILY FAVORITE RECIPES
4,243,233	FREEDOM
4,654,174	HERBAL ATTRACTION
4,364,887	LIFE PROTECTION FORMULA
2,988,018	LIFESOURCE BITS
3,854,499	LOVE THEM LIKE FAMILY FEED THEM LIKE FAMILY
4,758,698	LOVE THEM LIKE FAMILY. FEED THEM LIKE FAMILY.
4,752,617	LYNX LAIR
4,752,618	LYNX LAIR
4,728,743	NORTHWEST SKILLET
4,937,083	RED WHITE & BLUE BARS

<u>Registration Number</u>	<u>Trademark</u>
4,937,082	RED WHITE & BLUE STEW
4,804,184	SAVORY SIZZLERS
4,728,742	SOUTHWEST SKILLET
3,211,822	SPA SELECT
4,728,744	SUNRISE SKILLET
4,863,366	WILD BITS
4,731,499	WILD BONES
5,091,256	WILD STIX
4,752,616	WOLF DEN
4,752,619	WOLF DEN

United States Trademark Applications

<u>Application Number</u>	<u>Trademark</u>
86/725,379	BAYOU BISCUITS
86/520,455	BLUE KITTY CRAVINGS
86/725,400	DENALI BISCUITS
86/649,256	FLATLAND FEAST
87/170,529	FLATLAND STIX
87/170,531	SNAKE RIVER STIX
86/850,927	THE NATURAL ALTERNATIVE IN NUTRITIONAL THERAPY