

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102133919

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Doskocil Manufacturing Company, Inc.

06/20/02

- Individual(s)
 - General Partnership
 - Corporation-State
 - Other _____
- Texas

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 21, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address: _____

Street Address: 901 Main Street, 66th Floor

City: Dallas State: Texas Zip: 75202

- Individual(s) citizenship _____
- Association National Banking Association
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/267810

B. Trademark Registration No.(s)
2510384

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: S. Roxanne Edwards

Internal Address: _____

Street Address: 1201 Main Street, P.O. Box 50784

City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved: _____

23

7. Total fee (37 CFR 3.41).....\$ 590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Winstead- 23-2426

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

S. Roxanne Edwards

Name of Person Signing

S. Roxanne Edwards

Signature

6/14/02

Date

Total number of pages including cover sheet, attachments, and document: 40

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/24/2002 DBYRNE 00000225 76267810

01 FC:481
02 FC:482 DALLAS_1\3661455\1
06/05/02
9766-839

40.00 OP
550.00 OP

U.S. TRADEMARK REGISTRATION

| <u>MARK</u> | <u>REGISTRATION NUMBER</u> |
|----------------------------------------------------------|----------------------------|
| CRYSTAL FREST | 2,513,272 |
| A STRONG CASE FOR QUALITY | 2,442,159 |
| PETPORT | 2,426,554 |
| BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE | 2,407,856 |
| FOUR SEASONS CLASSIC | 2,389,170 |
| HAPPIER PETS BY DESIGN | 2,369,256 |
| DESIGN | 2,369,255 |
| PETMATE | 2,368,076 |
| K9 KABIN | 2,365,765 |
| DESIGN | 2,353,122 |
| PEEK 'N PLAY | 2,208,976 |
| PEEK 'N PLAY | 2,208,975 |
| AVIATOR | 2,273,490 |
| CRITTER CORRAL | 2,214,330 |
| CRASH PAD | 2,201,400 |
| DESIGN | 2,358,751 |
| CAT TEE PEE | 1,665,060 |

(CONTINUED ON NEXT PAGE)

U.S. TRADEMARK APPLICATIONS

MARK

APPLICATION/
SERIAL NUMBER

DOMEHOME

76/227,469

FRESH FLOW

76/267,807

PET PORTER

76/222,936

PET TAXI

76/222,935

DALLAS_1\3658669\1
9766-839 06/05/2002

AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT AND ASSIGNMENT

Between

DOSKOCIL MANUFACTURING COMPANY, INC.
as Debtor

and

BANK OF AMERICA, N.A.
Administrative Agent

December 21, 2001

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AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT AND ASSIGNMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT (this "Agreement"), dated as of December 21, 2001, between Doscocil Manufacturing Company, Inc., a Texas corporation ("Debtor"), and Bank of America, N.A., a national banking association, as Administrative Agent ("Administrative Agent"), for itself and each other lender a party to the Credit Agreement described below (the Administrative Agent and each such Lender being hereinafter referred to individually as a "Secured Party" and collectively, "Secured Parties").

RECITALS

(1) Administrative Agent, Debtor, and Secured Parties entered into the Amended and Restated Credit Agreement dated as of December 21, 2001 (as the same may hereafter be supplemented, amended, modified and restated from time to time, being the "Credit Agreement"; capitalized terms not otherwise defined herein being used as defined therein).

(2) To provide collateral security for payment of certain obligations of Debtor under the Existing Credit Agreement and the other Loan Documents, Debtor and Administrative Agent entered into that certain Intellectual Property Security Agreement and Assignment, dated as of September 19, 1997, as supplemented by that certain Intellectual Property Security Agreement and Assignment Supplement No. 1, dated as of May 11, 2001 (as supplemented, the "Existing IP Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in certain intellectual property of Debtor.

(3) It is the intention of the parties hereto that this Agreement create a first priority security interest in certain collateral of Debtor securing the payment of the Obligations set forth in Section 1.02 hereof, subject to only Permitted Liens.

(4) It is a condition precedent to the effectiveness of the Credit Agreement that Debtor shall have executed and delivered this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to, among other things, make Advances under the Credit Agreement, Debtor hereby agrees with Administrative Agent for its benefit and the ratable benefit of the other Secured Parties as hereinafter set forth.

I. GRANT OF SECURITY INTEREST

1.01. Assignment and Grant of Security Interest. Debtor hereby assigns to, and pledges and grants to Administrative Agent for its benefit and the ratable benefit of Secured Parties a security interest in, the entire right, title and interest of Debtor, in and to the Collateral.

1.02. Security for Obligations. This Agreement creates a first priority security interest subject only to Permitted Liens, securing the payment and performance of the Obligations. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor and each other Obligor to Administrative Agent or any Secured Party under any Loan Document, but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding under any Debtor Relief Law involving Debtor or any other Obligor (including all such amounts which would become due or would be secured but for the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding of Debtor or any other Obligor under any Debtor Relief Law). Notwithstanding anything herein to the contrary, the Obligations secured hereby shall be limited to an aggregate amount which is equal to the largest amount that would not render the Lien granted herein subject to avoidance under Section 548 of the Bankruptcy Code or any applicable provisions of comparable state law.

1.03. Validity and Priority of Security Interest. Debtor agrees that the Security Interest shall at all times be valid, perfected (except as to foreign registrations of intellectual property), continuing and binding and enforceable against Debtor and all other Persons (subject to clauses (i) and (ii) of Section 3.02 hereof), in accordance with the terms hereof, as security for the Obligations, and that the Collateral shall not at any time be subject to any Lien, except Permitted Liens.

1.04. Maintenance of Status of Security Interest, Collateral and Rights.

(a) Required Action. Debtor shall take all action that may be necessary or that Administrative Agent may reasonably request, so as at all times (i) to maintain the validity, perfection, enforceability and priority of the Security Interest in the Collateral in conformity with the requirements of Section 1.03, and (ii) to protect and preserve, and to enable the exercise or enforcement of, the rights of Administrative Agent hereunder, including (A) immediately discharging all Liens, except Permitted Liens, and (B) executing and delivering financing or continuation statements, instruments of pledge, notices and instructions in each case in form and substance reasonably satisfactory to Administrative Agent.

(b) Protection of Collateral. Debtor shall protect, preserve, renew and maintain, in each case in a manner consistent with reasonably responsible business and legal practices as determined by Debtor, all rights of Debtor in any material part of the Collateral, including (i) prosecuting such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as Debtor in its reasonable business judgment deems appropriate under the circumstances or (ii) appearing in and defending any action or proceeding that may materially adversely affect Debtor's title to or Administrative Agent's security interest in all or any material part of the Collateral, when such action is in Debtor's reasonable business judgment necessary to protect Debtor's Collateral. Any expenses incurred by Debtor in protecting, preserving, renewing and maintaining the Collateral shall be borne by Debtor. To the maximum extent permitted by Applicable Laws, if an Event of Default shall have occurred and be continuing, Administrative Agent shall have the right, without taking title to any Collateral, to bring suit to enforce any or all Collateral or its Security Interest in any or all of the Collateral, in which event Debtor shall, at the reasonable request of Administrative Agent, do any and all

lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement. All reasonable costs, reasonable expenses and other moneys reasonably advanced by Administrative Agent in connection with the foregoing shall, whether or not there are then outstanding any amounts under the Credit Agreement, be treated as Obligations, but the making of any such advances by Administrative Agent or any other Secured Party shall not relieve Debtor of any default hereunder.

(c) Authorized Action. Administrative Agent is hereby authorized to file one or more financing or continuation statements, amendments thereto and instruments of pledge, notices and instructions without the signature of or in the name of Debtor when permitted by Applicable Law provided that Administrative Agent shall give reasonably prompt notice of any such filings to Debtor. A carbon, photographic or other reproduction of this Agreement or of any financing statement filed in connection with this Agreement shall be sufficient as a financing statement.

(d) Registrations. Debtor shall renew or maintain, as specified in and permitted by any Applicable Law, and shall make any filings necessary to renew or maintain the Registrations referred to in Section 2.04, provided that Debtor shall not be required to renew or maintain any Registration to the extent that the failure to so renew or maintain could not reasonably be expected to have a Material Adverse Effect.

(e) Debtor Remains Obligated; Administrative Agent and Secured Parties Not Obligated. The grant by Debtor to Administrative Agent of the Security Interest shall not relieve Debtor from the performance of any term, covenant, condition or agreement on its part to be performed or observed (including by virtue of the exercise by Administrative Agent of any of its rights hereunder), or from any liability to any Person, under or in respect of any of the Collateral or impose any obligation on Administrative Agent or any Secured Party or impose any liability on Administrative Agent or any Secured Party for any act or omission on the part of Debtor relative thereto.

1.05. Termination.

(a) In the event that the Obligations shall have been finally paid in full and the Commitments shall have terminated, (i) Administrative Agent shall promptly deliver to Debtor a written termination agreement and any other releases reasonably requested by Debtor in appropriate form for filing in the Patent and Trademark Office, or any other Tribunal, foreign or domestic, in which Administrative Agent has made a filing to reflect the Security Interest granted herein, (ii) this Agreement shall terminate and be of no further force and effect (except for this Section 1.05(a) and as provided in Section 1.06(b)), and (iii) all rights to the Collateral shall revert to the Debtor.

(b) Debtor agrees that, if at any time all or any part of any payment theretofore applied by Administrative Agent and Secured Parties to any of the Obligations is or must be rescinded or returned by any Person for any reason whatsoever (including the insolvency, bankruptcy or reorganization of Debtor or any other Person), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Administrative Agent or any Secured Party, and the Security Interest granted hereunder shall continue to be

effective or be reinstated, as the case may be, as to such Obligations, all as though such application by Administrative Agent or any Secured Party had not been made.

1.06. Security Interest Absolute. All rights of Administrative Agent and Secured Parties and the Security Interest granted to Administrative Agent hereunder, and all obligations of Debtor hereunder, shall, to the extent permitted by Laws, be absolute and unconditional, irrespective of

(a) any lack of validity or enforceability of any Loan Documents;

(b) to the extent approved by Debtor, any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations or any other amendment to or waiver of or any consent to departure from any Loan Documents;

(c) any exchange, release or non-perfection of any collateral (including the Collateral or any part thereof), or any release of or amendment to or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Debtor, any other Obligor or any other Person.

II. REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants as follows:

2.01. Authorization; Enforceability; Required Consents; Absence of Conflicts. Debtor has the corporate power, and has taken all necessary action to authorize it, to execute, deliver and perform this Agreement in accordance with its terms and to execute and deliver all financing statements and other filings contemplated hereby, including those supplementary or additional filings referred to in Section 3.05. This Agreement has been duly executed and delivered by Debtor and is the legal, valid and binding obligation of Debtor, enforceable in accordance with its terms subject to (i) equitable principles generally and (ii) Debtor Relief Laws (insofar as such laws relate to the bankruptcy, insolvency or similar event of Debtor). The execution, delivery and performance in accordance with its terms by Debtor of this Agreement does not and (absent any change in any Applicable Law) will not (a) except for the filing and acceptance of financing statements and continuation statements in connection therewith describing this Agreement and the Collateral, the timely filing of this Agreement with the United States Patent and Trademark Office and acceptance thereof to the extent permitted by Applicable Law and those supplementary or additional filings referred to in Section 3.05, require any Governmental Approval or any other consent or approval, including any consent or approval of any shareholder of Debtor, (b) violate or conflict with its organizational documents, or (c) violate or conflict with, result in a breach of, constitute a default under, or result in or require the creation of any Lien (other than the Security Interest) upon any assets of Debtor under any contract or agreement or Applicable Laws the result of which could reasonably be expected to have a Material Adverse Effect.

2.02. Rights of Debtor. Debtor is the legal and beneficial owner of the Collateral free and clear of any Lien or other charge or encumbrance, including, without limitation, pledges,

assignments, licenses, and covenants by Debtor not to sue any Person, except for Permitted Liens, and by any license entered into in the ordinary course of business. No effective financing statement or other instrument similar in effect naming Debtor as "debtor" covering all or any part of the Collateral is on file in any recording office, except such as may relate to Permitted Liens.

2.03. Perfection. This Agreement, upon completion of the filings referred to in Schedule 1A of the General Security Agreement, will create in favor of Administrative Agent valid and perfected security interests in the Collateral and such security interests will be a first priority security interest, subject only to Permitted Liens; provided that additional actions may be required with respect to the perfection of proceeds of the Collateral.

2.04. Registrations. Annexes A-1, A-2, B-1 and B-2, as applicable, set forth a true and complete list of all Registrations in the United States Patent and Trademark Office and related state filings owned by Debtor as of the date hereof.

2.05. Other Property. On the date hereof, Debtor has no interest in any Copyrights that is material to operation of Debtor's existing and anticipated business and that are registered or subject to any application for registration and Debtor does not believe, after appropriate review of all relevant facts and circumstances, that any registration or filing with respect to any interest Debtor may have in any property which may constitute Copyrights is material to the operation of Debtor's existing and anticipated business.

III. COVENANTS

3.01. Chief Executive Office. Debtor shall maintain its chief executive office and the office where the books and records relating to the Collateral are kept only at the location specified on Schedule 1 of the General Security Agreement.

3.02. Preservation of Existence and Preservation of Enforceability. Debtor shall, so long as any of the Obligations remain outstanding, take all reasonable action and obtain all consents and Government Approvals reasonably required so that its obligations under this Agreement will at all times be legal, valid and binding and enforceable in accordance with its terms, subject to (i) equitable principles generally and (ii) Debtor Relief Laws (insofar as such laws relate to the bankruptcy, insolvency or similar event of Debtor).

3.03. Requested Information. Debtor shall furnish to Administrative Agent such Information with respect to the Collateral as Administrative Agent may reasonably request from time to time in connection with the Collateral, or the protection, preservation, maintenance or enforcement of the Security Interest or the Collateral, including, without limitation, all documents and things in Debtor's possession, or subject to its demand for possession, related to the production and sale by Debtor, or any Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of Debtor in connection with the Collateral, including by way of example, without limiting the interest granted by this Agreement: (i) all lists and ancillary documents which identify and describe any of Debtor's customers, or licensees, for products sold or services rendered under or in connection with the Collateral, including without limitation, such existing lists and ancillary documents which contain each customer's full name and address, the full name and address of all of its warehouses and

branches, the identity of the Person or Persons having the principal responsibility on each customer's behalf for ordering products or services of the kind supplied by Debtor, the credit, payment, discount, delivery and other sale terms applicable to such customer, together with detailed information setting forth the total purchases, by brand, product, style and size, and the patterns of such purchases; (ii) all product and service specification documents and production and quality of services sold under or in connection with the Collateral; (iii) all documents which reveal the names and addresses of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production or products or provision of services, sold under or in connection with the Collateral; and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by Debtor, licensees or subcontractors of products or services sold under or in connection with the Collateral, including, by way of example and not in limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products or services. In connection with its enforcement of the Security Interest, Administrative Agent may use such Information or transfer it to any assignee or sublicensee permitted hereunder for such assignee's or sublicensee's use (subject to Section 11.14 of the Credit Agreement).

3.04. No Disposition of Collateral. Except to the extent permitted by the Credit Agreement, Debtor shall not sell, transfer or otherwise dispose of any of the Collateral or any interest therein that is material to Debtor's business, or grant any license thereunder, except for licenses granted or other dispositions in the ordinary course of business.

3.05. Additional Property. Prior to the application for, use or acquisition or any interest in any Registration which is within the definition of "Collateral" or modification, reformulation or other alteration to any Registration that is material to Debtor's business, Debtor shall execute and deliver to Administrative Agent all documents and instruments Administrative Agent may reasonably require to grant to Administrative Agent a perfected first priority Lien therein (subject only to Permitted Liens) and to subject to all of such interest to this Agreement, including but not limited to any new, supplementary or additional filings.

IV. EVENT OF DEFAULT

If an Event of Default shall have occurred and be continuing:

4.01. Application of Proceeds. All cash proceeds received by Administrative Agent upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied as follows:

First: To the payment of all reasonable out-of-pocket costs and expenses incurred in connection with the sale of, collection of or other realization upon Collateral, including reasonable attorneys' fees and disbursements;

Second: To the payment of the Obligations as provided in the Credit Agreement (with Debtor remaining liable for any deficiency); and

Third: To the extent of the balance (if any) of such proceeds, to the payment to Debtor or other Person entitled thereto.

4.02. Remedies.

(a) If an Event of Default has occurred and is continuing, Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Texas at that time (the "UCC") (whether or not the Uniform Commercial Code applies to the affected Collateral), and also may (i) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Administrative Agent forthwith, assemble all or part of the Collateral (to the extent capable of being assembled) as directed by Administrative Agent and make it available to Administrative Agent at a place to be designated by Administrative Agent, which is reasonably convenient to both parties or (ii) without notice, except as specified below, sell the Collateral or any portion thereof in one or more parcels at public or private sale, at any of Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Administrative Agent may deem commercially reasonable. Debtor agrees that, to the extent notice of sale shall be required by Applicable Law, ten days' written notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, provided that ten (10) days' written notice does not violate any Applicable Law. Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Administrative Agent may be the purchaser at any sale of the Collateral and pay all or any part of the purchase price thereof by canceling part or all of the Obligations.

(b) If an Event of Default has occurred and is continuing, Administrative Agent may obtain the appointment of a receiver of the Collateral.

(c) If an Event of Default has occurred and is continuing, Administrative Agent may without notice to Debtor and at such time or times as Administrative Agent in its sole discretion may determine, exercise any or all of Debtor's rights in, to and under, or in any way connected with or related to, any or all of the Collateral, including (i) enforcing the performance of, and exercising any or all of Debtor's rights with respect to the Collateral, in each case by legal proceedings or otherwise and (ii) settling, adjusting, compromising, extending, renewing, discharging and releasing any or all of, and any legal proceedings brought with respect to any or all of, Debtor's rights with respect to the Collateral.

(d) If an Event of Default has occurred and is continuing, Administrative Agent may exercise any other right or remedy available under any other Loan Document or Applicable Law.

(e) Upon written demand of Administrative Agent, Debtor shall execute and deliver to Administrative Agent a Collateral assignment or Collateral assignments of the Collateral and such other documents as are reasonably necessary and appropriate to carry out the intent and purposes of this Agreement. Debtor agrees that such an assignment and/or recording shall be applied to reduce the Obligations outstanding only to the extent that Administrative Agent or any Lenders receives cash proceeds in respect of the sale of, or realization upon, the Collateral.

(f) For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 4.02 at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, Debtor hereby grants to the Administrative Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, assign, license or sublicense any of the Collateral now owned or hereafter acquired by Debtor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

4.03. Indemnity and Expenses.

(a) **DEBTOR AGREES TO INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) ADMINISTRATIVE AGENT AND EACH OTHER SECURED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), EXPRESSLY INCLUDING SUCH CLAIMS, LOSSES, OR LIABILITIES ARISING OUT OF MERE NEGLIGENCE OF ADMINISTRATIVE AGENT OR ANY SECURED PARTY, EXCEPT CLAIMS, LOSSES OR LIABILITIES ARISING FROM ADMINISTRATIVE AGENT'S OR ANY OTHER SECURED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(b) Debtor will upon demand pay to Administrative Agent the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Administrative Agent hereunder, or (iv) the failure by Debtor to perform or observe any of the provisions hereof.

V. INTERPRETATION

5.01. Definitional Provision.

(a) Certain Terms Defined by Reference. The terms "collateral", "inventory", "rights", and "security interest" shall have the meanings ascribed thereto in the UCC, or, when capitalized, the meanings specified in subsection (b) below.

(b) Other Defined Terms. For purposes of this Agreement:

"Agreement" means this Agreement, including all schedules, annexes and exhibits hereto as amended, modified, supplemented or restated from time to time.

"Collateral" means Debtor's rights, title and interests, (whatever they may be) in each of the following, in each case whether now or hereafter existing or now owned or hereafter acquired by Debtor and whether or not the same is subject to Article 9 of the UCC, and wherever the same may be located:

(ii) Whenever the context so requires, the neuter gender includes the masculine or feminine, the masculine gender includes the feminine, and the singular number includes the plural, and vice versa.

(iii) Except as otherwise indicated, any reference herein to the "Collateral", the "Obligations" or any other collective or plural term shall be deemed to be a reference to each and every item included within the category described by such collective or plural term, so that a reference to the "Collateral" or the "Obligations" shall be deemed a reference to any or all of the Collateral or the Obligations, as the case may be.

(iv) Capitalized Terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined in the Credit Agreement shall control (provided, that a more expansive or explanatory definition shall not be deemed a conflict).

5.02. Power of Attorney. Each power of attorney, license and other authorization in favor of Administrative Agent or any other Person granted by or pursuant to this Agreement shall be deemed to be irrevocable and coupled with an interest and may be exercised or used if an Event of Default has occurred and is continuing.

VI. MISCELLANEOUS

6.01. Expenses of Debtor's Agreements and Duties. Administrative Agent and Secured Parties shall not be liable for the costs and expenses of Debtor arising out of Debtor's performance or observance of the terms, conditions, covenants and agreements to be observed or performed by Debtor under this Agreement.

6.02. Administrative Agent's Right to Perform on Debtor's Behalf. If Debtor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, Secured Party may (but shall not be obligated to) do the same or cause it to be done or performed or observed, either in its name or in the name and on behalf of Debtor, and if an Event of Default shall exist, then Debtor hereby authorizes Secured Party to do so, and Debtor hereby appoints the Secured Party, and any other Person Secured Party may designate, as Debtor's attorney-in-fact (exercisable from and after the occurrence of an Event of Default which is continuing) to do, or cause to be done, in the name, place and stead of Debtor in any way in which Debtor itself could do, or cause to be done, any or all things necessary to observe or perform the terms, conditions, covenants and agreements to be observed or performed by Debtor under this Agreement. In addition, Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact (exercisable from and after the occurrence of an Event of Default which is continuing) to execute and deliver in Debtor's name and stead to any purchaser at any sale held under Section 4.02 hereof any and all documents and instruments of assignment, transfer and conveyance necessary or appropriate to transfer to such purchaser the Collateral sold at such sale. Secured Party shall not exercise any powers granted pursuant to this appointment as attorney-in-fact at any time that Debtor is fully performing its obligations hereunder. This appointment as attorney-in-fact shall terminate upon the termination of this Agreement.

6.03. Administrative Agent's Right to Use Agents. Administrative Agent may exercise its rights under this Agreement through an agent or other designee.

6.04. No Interference, Compensation or Expense. Administrative Agent may exercise its rights under this Agreement (a) without resistance or interference by Debtor and (b) without payment of any royalty, rent, license fee or compensation of any kind to Debtor.

6.05. Limitation of Administrative Agent's Obligations With Respect to Collateral.

(a) Administrative Agent shall not have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto, except to the extent of any gross negligence or willful misconduct of the Administrative Agent or other Secured Parties.

(b) Nothing contained in this Agreement shall be construed as requiring or obligating Administrative Agent, and Administrative Agent shall not be required or obligated, to (i) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (ii) notify Debtor of any decline in the value of any Collateral.

6.06. Rights of Administrative Agent under UCC and Applicable Law. Administrative Agent shall have, with respect to the Collateral, in addition to all of their rights under this Agreement, (a) the rights of a secured party under the UCC, whether or not the UCC would otherwise apply to the collateral in question, and (b) the rights of a secured party under all other Applicable Laws.

6.07. Waivers of Rights Inhibiting Enforcement. To the extent not prohibited by Applicable Law, Debtor waives (a) any claim that, as to any part of the Collateral, a public sale, should Administrative Agent elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for such Collateral, (b) except as otherwise provided in this Agreement, **NOTICE OR JUDICIAL HEARING IN CONNECTION WITH ADMINISTRATIVE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT DEBTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF ADMINISTRATIVE AGENT'S RIGHTS HEREUNDER** and (c) all rights of redemption, appraisalment, or marshalling of assets.

6.08. Notices and Deliveries. All notices and other communications provided for hereunder shall be in writing and mailed, telecopied or delivered by reputable overnight delivery service or by hand, if to the Debtor, addressed to it at its address specified on the signature pages hereof, if to the Administrative Agent, addressed to it at its address specified in the Credit Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 6.08. All such notices and other communications shall, when mailed, telecopied, or delivered, be effective five (5) days after being deposited in the mails, when telecopied with confirmation of

receipt, or when delivered by reputable overnight delivery service or by hand to the addressee or its agent, respectively.

6.09. Rights and Remedies Cumulative. Each of Administrative Agent's rights and remedies under this Agreement shall be in addition to all of its other rights and remedies under this Agreement and Applicable Law, and nothing herein shall be construed as limiting any such rights or remedies.

6.10. Amendments; Waivers. Any term, covenant, agreement or condition of this Agreement may be amended, and any right under this Agreement may be waived, if, but only if, such amendment or waiver is in writing and is signed by Administrative Agent and, in the case of an amendment, by Debtor. Unless otherwise specified in such waiver, a waiver of any right under this Agreement shall be effective only in the specific instance and for the specific purpose for which given. No election not to exercise, failure to exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of the Administrative Agent under this Agreement or Applicable Law, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of Administrative Agent under this Agreement or Applicable Law.

6.11. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REFERENCE TO PRINCIPALS OF CONFLICTS OF LAWS) AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE REQUIRED TO BE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

6.12. WAIVER OF JURY TRIAL. **ADMINISTRATIVE AGENT AND DEBTOR EACH HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDINGS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

6.13. Consent to Jurisdiction; Waiver of Immunities.

(a) Debtor hereby irrevocably submits to the non-exclusive jurisdiction of any United States Federal or Texas State courts sitting in Dallas, Texas, in any action or proceeding arising out of or relating to this Agreement, and Debtor hereby irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum.

(b) Nothing in this section shall limit the right of Administrative Agent or any Secured Party to bring any action or proceeding against Debtor or its property in the courts of any other jurisdictions.

(c) Any judicial proceeding by Debtor against Administrative Agent or any Secured Party involving, directly or indirectly, any matter in any way arising out of, related to, or connected with this Agreement shall be brought only in a court in Dallas, Texas to the extent that jurisdiction may be effected against such Person in Dallas, Texas.

6.14. Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. In the event that any change in Applicable Law would render invalid or unenforceable any provision of this Agreement, Debtor agrees to enter into such amendments or modifications to this Agreement to provide Administrative Agent with benefits intended to be granted by such provision.

6.15. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

6.16. Successors and Assigns. All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, Debtor may not assign its rights or obligations under this Agreement without the prior written consent of the Lenders.

6.17. Loan Documents. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

6.18. Obligations Not Affected. To the fullest extent permitted by Applicable Law, the obligations of Debtor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment or modification or addition or supplement to any Loan Documents or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by Administrative Agent or any Secured Party of any right, remedy, power or privilege under or in respect of, or any release of any guaranty or the Collateral or any part thereof provided pursuant to, this Agreement or any other Loan Documents;

(c) any waiver, consent, extension, indulgence or other action or inaction in respect of this Agreement, any other Loan Documents or any assignment or transfer of any thereof; or

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Debtor or any other Person, whether or not Debtor shall have notice or knowledge of any of the foregoing.

6.19. Continuance of Security Interest and Liens; No Novation. The execution, delivery and effectiveness of this Agreement shall not discharge or release the Lien or priority of the Existing IP Security Agreement, any security agreement, pledge agreement or instrument securing the Debtor's obligations for the payment of money outstanding under the Existing Credit Agreement. Nothing herein contained shall be construed as a substitution or novation of the Existing IP Security Agreement or any Collateral Documents (as defined in the Existing Credit Agreement) or the Liens granted thereby, all of which shall continue and remain in full force and effect, except as modified hereby, or by an instrument executed concurrently herewith.


6.20. **ENTIRE AGREEMENT. THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

DEBTOR:

DOSKOCIL MANUFACTURING COMPANY, INC.

By: 
Name: SUSAN RICHMAN
Title: VICE PRESIDENT

4209 Barnett
Arlington, Texas 76017
Telephone No.: (817) 467-5116
Telecopier No.: (817) 472-9810

Attention: Susan Richman
Chief Financial Officer

with a copy to:

Westar Capital
949 South Coast Drive, Suite 650
Costa Mesa, California 92626
Telephone No.: (714) 481-5161
Telecopier No.: (714) 481-5166

Attention: _____

SECURED PARTY:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

901 Main Street, 66th Floor
Dallas, Texas 75202
Telephone No.: (214) 209-0955
Telecopier No.: (214) 290-8314

Attention: John W. Woodiel, III

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

DEBTOR:

DOSKOCIL MANUFACTURING COMPANY, INC.

By: _____
Name: _____
Title: _____

4209 Barnett
Arlington, Texas 76017
Telephone No.: (817) 467-5116
Telecopier No.: (817) 472-9810

Attention: Susan Richman
Chief Financial Officer

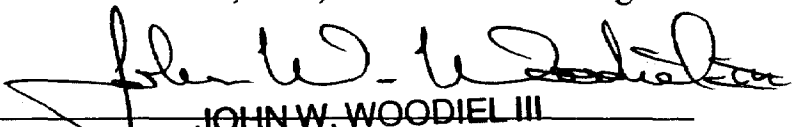
with a copy to:

Westar Capital
949 South Coast Drive, Suite 650
Costa Mesa, California 92626
Telephone No.: (714) 481-5161
Telecopier No.: (714) 481-5166

Attention: _____

SECURED PARTY:

BANK OF AMERICA, N.A., as Administrative Agent

By:  _____
Name: JOHN W. WOODIEL III
Title: MANAGING DIRECTOR

901 Main Street, 66th Floor
Dallas, Texas 75202
Telephone No.: (214) 209-0955
Telecopier No.: (214) 290-8314

Attention: John W. Woodiel, III

Annex A-1

Patents

| <u>Nature of Interest</u> (e.g. owner, licensee) | <u>Patent No.</u> | <u>Issue Date</u> | <u>Country of Issue</u> |
|-----------------------------------------------------|-------------------|-------------------|-------------------------|
| Doskocil | 6,196,157 | 03/06/01 | United States |
| Doskocil | 6,192,834 | 02/27/01 | United States |
| Doskocil | 5,964,189 | 10/12/99 | United States |
| Doskocil | 5,791,293 | 08/11/98 | United States |
| Doskocil | 5,782,202 | 07/21/98 | United States |
| Doskocil | 5,551,375 | 09/03/96 | United States |
| Doskocil | 5,499,850 | 03/19/96 | United States |
| Doskocil | 5,462,015 | 10/30/95 | United States |
| Doskocil | 5,071,176 | 12/10/91 | United States |
| Doskocil | 5,016,926 | 05/21/91 | United States |
| Doskocil | 4,962,729 | 10/16/90 | United States |
| Doskocil | 4,930,819 | 06/05/90 | United States |
| Doskocil | 4,576,307 | 03/18/86 | United States |
| Doskocil | 4,513,688 | 04/30/85 | United States |
| Gershman, Leonard | 4,522,150 | 06/11/85 | United States |
| Doskocil | D435,147 | 12/12/00 | United States |
| Doskocil | D422,754 | 04/11/00 | United States |
| Doskocil | D420,470 | 02/08/00 | United States |
| Doskocil | D406,926 | 03/16/99 | United States |
| Doskocil | D406,924 | 03/16/99 | United States |
| Doskocil | D377,863 | 02/11/97 | United States |
| Doskocil | D374,510 | 10/08/96 | United States |
| Doskocil | D369,702 | 05/14/96 | United States |
| Doskocil | D368,636 | 04/09/96 | United States |
| Doskocil | D367,976 | 03/19/96 | United States |
| Doskocil | D367,787 | 03/12/96 | United States |
| Doskocil | D367,735 | 03/05/96 | United States |
| Doskocil | D367,734 | 03/05/96 | United States |
| Doskocil | D367,733 | 03/05/96 | United States |
| Doskocil | D367,732 | 03/05/96 | United States |
| Doskocil | D367,380 | 02/27/96 | United States |
| Doskocil | D366,736 | 01/30/96 | United States |

| | | | |
|------------------------------------------|----------|----------|---------------|
| Doskocil | D364,942 | 12/05/95 | United States |
| Doskocil | D364,712 | 11/28/95 | United States |
| Doskocil | D362,556 | 09/26/95 | United States |
| Doskocil | D361,903 | 09/05/95 | United States |
| Doskocil | D361,902 | 09/05/95 | United States |
| Doskocil | D361,876 | 08/29/95 | United States |
| Doskocil | D361,175 | 08/08/95 | United States |
| Doskocil | D360,709 | 07/25/95 | United States |
| Doskocil | D360,537 | 07/25/95 | United States |
| Doskocil | D359,130 | 07/25/95 | United States |
| Doskocil | D358,255 | 05/16/95 | United States |
| Doskocil | D358,254 | 05/16/95 | United States |
| Doskocil | D355,057 | 01/31/95 | United States |
| Doskocil | D353,048 | 12/06/94 | United States |
| Doskocil | D353,029 | 11/29/94 | United States |
| Doskocil | D351,689 | 10/18/94 | United States |
| Doskocil | D351,688 | 10/18/94 | United States |
| Doskocil | D350,842 | 09/20/94 | United States |
| Doskocil | D350,841 | 09/20/94 | United States |
| International Business Machines, Inc. | D349,980 | 08/23/94 | United States |
| Doskocil | D349,402 | 08/09/94 | United States |
| Doskocil | D347,497 | 05/31/94 | United States |
| Doskocil | D347,322 | 05/31/94 | United States |
| Doskocil | D346,246 | 04/19/94 | United States |
| Doskocil | D341,449 | 11/16/93 | United States |
| Doskocil | D338,284 | 08/10/93 | United States |
| Doskocil | D336,984 | 07/06/93 | United States |
| Doskocil | D335,765 | 05/25/93 | United States |
| Doskocil | D335,764 | 05/25/93 | United States |
| Doskocil | D335,554 | 05/11/93 | United States |
| Doskocil | D335,553 | 05/11/93 | United States |
| Doskocil | D330,098 | 10/06/92 | United States |
| Doskocil | D328,162 | 07/21/92 | United States |
| Doskocil | D327,341 | 06/23/92 | United States |
| Doskocil | D327,340 | 06/23/92 | United States |
| Doskocil | D326,740 | 06/23/92 | United States |
| Doskocil | D320,113 | 09/24/91 | United States |
| Doskocil | D314,251 | 01/29/91 | United States |

| | | | |
|----------|----------|----------|---------------|
| Doskocil | D313,489 | 01/01/91 | United States |
| Doskocil | D313,488 | 01/01/91 | United States |
| Doskocil | D313,487 | 01/01/91 | United States |
| Doskocil | D313,486 | 01/01/91 | United States |
| Doskocil | D312,333 | 11/20/90 | United States |
| Doskocil | D308,429 | 06/05/90 | United States |
| Doskocil | D300,968 | 05/02/89 | United States |
| Doskocil | D300,967 | 05/02/89 | United States |
| Doskocil | D300,966 | 05/02/89 | United States |
| Doskocil | D300,965 | 05/02/89 | United States |
| Doskocil | D300,583 | 04/11/89 | United States |

Annex A-2

Patent Applications

| <u>Nature of Interest</u> (e.g. owner, licensee) | <u>Serial</u> <u>No.</u> | <u>Filing Date</u> | <u>Country of</u> <u>Issue</u> |
|-----------------------------------------------------|-----------------------------|--------------------|-----------------------------------|
| Doskocil | 09/643,543 | 08/22/00 | United States |
| Doskocil | 09/874,491 | 06/05/01 | United States |
| Doskocil | -- | | Europe |
| Doskocil | -- | | Japan |
| Doskocil | 09/874,590 | 06/05/01 | United States |
| Doskocil | -- | | Europe |
| Doskocil | -- | | Japan |
| Doskocil | 09/973,307 | 10/09/01 | United States |
| Doskocil | 29/142,924 | | United States |
| Doskocil | -- | | Benelux |
| Doskocil | 016597 | | France |
| Doskocil | 40110002.2 | | Germany |
| Doskocil | RM01/000277 | | Italy |
| Doskocil | -- | | Japan |
| Doskocil | -- | | Portugal |
| Doskocil | -- | | Spain |
| Doskocil | 29/142,961 | | United States |
| Doskocil | -- | | Benelux |
| Doskocil | 016596 | | France |
| Doskocil | 40110003.0 | | Germany |
| Doskocil | RM01/000278 | | Italy |
| Doskocil | -- | | Japan |
| Doskocil | -- | | Portugal |
| Doskocil | -- | | Spain |
| Doskocil | 29/142,922 | | United States |
| Doskocil | -- | | Benelux |
| Doskocil | 016598 | | France |
| Doskocil | 40110001.4 | | Germany |
| Doskocil | RM01/000276 | | Italy |
| Doskocil | -- | | Japan |
| Doskocil | -- | | Portugal |
| Doskocil | -- | | Spain |

Registered Trademarks

| <u>Nature of Interest of (e.g. owner, licensee)</u> | <u>Registered Trademark</u> | <u>Registration No.</u> | <u>Int'l Class Covered</u> | <u>Goods or Services Covered</u> | <u>Date Registered</u> | <u>Country Of Reg.</u> |
|-----------------------------------------------------|-------------------------------------------------------|-------------------------|----------------------------|--------------------------------------------------------------------------------------------|------------------------|------------------------|
| Doskocil | Kennel Up | 2,510,384 | 20 | Pet kennels | 11/20/01 | United States |
| | Crystal Fresh | 2,513,272 | 31 | Cat litter | 11/27/01 | United States |
| | Catloo | 2,092,318 | 28 | Cat litter boxes | 08/26/97 | United States |
| | A Strong Case for Quality | 2,442,159 | 13 | Storage cases for firearms | 04/10/01 | United States |
| | Petport | 2,426,554 | 19 | Non-metal access doors for pets | 02/06/01 | United States |
| | Because Sometimes It's Rough on the Way to the Course | 2,407,856 | 28 | Storage and travel case for golf bag | 11/28/00 | United States |
| | Four Seasons Classic | 2,389,170 | 19 | Pet shelters | 09/26/00 | United States |
| | Happier Pets By Design | 2,369,256 | 16, 18, 19, 20, 21, & 28 | Litter pan accessories; Pet supplies, Pet shelters; Pet Beds, Plastic containers; Pet Toys | 07/18/00 | United States |
| | Design | 2,369,255 | 16 18, 19, 20, 21, & 28 | Litter pan accessories; Pet supplies, Pet shelters; Pet Beds, Plastic containers; Pet Toys | 07/18/00 | United States |
| | Petmate | 2,368,076 | 18, 20, & 21 | Pet supplies and accessories; Pet kennels; Pet food scoops and cages | 07/18/00 | United States |
| | K9 Kabin | 2,365,765 | 19 | Pet shelters | 07/11/00 | United States |
| | Design | 2,353,122 | 19 | Pet shelters | 05/30/00 | United States |
| | Peek 'N Play | 2,208,976 | 28 | Pet toys | 12/08/98 | United States |
| | Peek 'N Paw | 2,208,975 | 28 | Pet toys | 12/08/98 | United States |

| <u>Nature of Interest of (e.g. owner, licensee)</u> | <u>Registered Trademark</u> | <u>Registration No.</u> | <u>Int'l Class Covered</u> | <u>Goods or Services Covered</u> | <u>Date Registered</u> | <u>Country Of Reg.</u> |
|-----------------------------------------------------|---------------------------------------------|-------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|
| | Aviator | 2,273,490 | 18 | Pet shelter | 08/31/99 | United States |
| | Critter Corral | 2,214,330 | 20 | Pet beds | 12/29/98 | United States |
| | Crash Pad | 2,201,400 | 20 | Pet beds | 11/03/98 | United States |
| | Spectraglide | 2,238,115 | 1 | Synthetic resins | 04/13/99 | United States |
| | Spectracool | 2,225,082 | 1 | Synthetic resins | 02/23/99 | United States |
| | Le Bristo | 2,187,256 | 21 | Pet food and water dishes | 09/08/98 | United States |
| | Homestead | 2,145,448 | 19 | Pet shelters | 03/17/98 | United States |
| | Woodstone Manor | 2,131,342 | 19 | Pet shelters | 01/20/98 | United States |
| | Hang-n-Hide | 2,046,835 | 13 | Gun cases | 03/18/97 | United States |
| | Pet Cab | 2,109,928 | 20 | Animal kennels | 10/28/97 | United States |
| | Pet Escort | 2,042,064 | 20 | Animal carriers | 03/04/97 | United States |
| | Doskocil | 2,110,314 | 9, | Storage reel for electrical cords; | 11/26/96 | United States |
| | Doskocil A Strong Case For Quality & Design | 2,019,221 | 13,16,18, 20, 21 & 28 | Storage cases for firearms; Litter pan accessories; Pet Carriers; Pet shelters; Plastic containers; Fishing Equipment | | |
| | Doskocil (Stylized) | 2,076,979 | 9 | Storage reel for electrical cords, ... | 07/08/97 | United States |
| | Bat 'N Bobble | 2,046,677 | 28 | Pet toys | 03/18/97 | United States |
| | Tip 'N Totter | 2,048,354 | 28 | Pet toys | 03/25/97 | United States |
| | Aggressor | 2,076,360 | 13 | Carrying case for guns | 07/01/97 | United States |
| | Bauz'r | 1,993,366 | 19 | Pet shelter | 08/13/96 | United States |
| | Indigo | 2,058,702 | 19 | Pet shelter | 05/06/97 | United States |
| | Chew Loo | 1,922,233 | 28 | Pet toy | 09/26/95 | United States |
| | Design | 2,074,208 | 19 | Pet shelter | 06/24/97 | United States |

Nature of Interest of (e.g. owner, licensee)

| <u>Registered Trademark</u> | <u>Registration No.</u> | <u>Int'l Class Covered</u> | <u>Goods or Services Covered</u> | <u>Date Registered</u> | <u>Country Of Reg.</u> |
|-----------------------------|-------------------------|----------------------------|------------------------------------------------------------------------------|------------------------|------------------------|
| Cat-A-Trail | 1,877,658 | 20 | Pet shelter | 02/07/95 | United States |
| Brik Hauz | 1,904,998 | 19 | Pet shelter | 07/11/95 | United States |
| Golf Guard | 1,891,771 | 28 | Storage and travel case for golf bag | 04/25/95 | United States |
| Seal-Tight | 1,838,387 | 9 | Camera case | 05/31/94 | United States |
| Furrarri | 1,842,378 | 18 | Pet shelter | 06/28/94 | United States |
| Petmate | 2,042,829 | 16, 19, 20, 21 & 28 | Litter pan accessories; Pet shelters; Pet beds; Plastic containers; Pet toys | 03/11/97 | United States |
| Design | 2,042,828 | 16, 19, 20, 21 & 28 | Litter pan accessories; Pet shelters; Pet beds; Plastic containers; Pet toys | 03/11/97 | United States |
| Sleepy Hollow | 2,022,604 | 20 | Pet shelters | 12/10/96 | United States |
| BarkHouse | 2,027,842 | 19 | Pet shelters | 12/31/96 | United States |
| Dogwood | 2,044,773 | 19 | Pet shelters | 03/11/97 | United States |
| Ball A Bout | 2,031,072 | 28 | Pet toys | 01/14/97 | United States |
| Cat A Ball | 2,019,928 | 28 | Pet toys | 11/26/96 | United States |
| Design (Pet Toy) | 1,987,756 | 28 | Pet toys | 07/16/96 | United States |
| Design (Pet Toy) | 1,987,755 | 28 | Pet toys | 07/16/96 | United States |
| Doskocil | 2,065,514 | 20 | Furniture | 05/27/97 | United States |
| ATV Field Case Gun | 2,025,952 | 13 | Gun cases | 12/24/96 | United States |
| Field Locker | 1,962,851 | 13, 28 | Firearm cases; Hunting Bow Cases | 03/19/96 | United States |
| Design | 2,034,161 | 19 | Pet shelters | 01/28/97 | United States |
| Doskocil Barnhome | 2,057,815 | 18, 19 | Pet cushions; Pet Shelters | 04/29/97 | United States |
| Petmate Petbarn | 2,067,510 | 18, 19 | Pet cushions; Pet Shelters | 06/03/97 | United States |
| Petmate Petdome | 1,967,703 | 18, 19 | Pet cushions; Pet Shelters | 04/16/96 | United States |
| Courtyard Designs | 2,016,720 | 20 | Plastic furniture | 11/19/96 | United States |

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|-----------------------------------------------------|-----------------------------|-------------------------|----------------------------|-------------------------------------|------------------------|------------------------|
| | Design | 2,358,751 | 18 | Animal carriers | 06/13/00 | United States |
| | Design | 2,378,211 | 18 | Animal carriers | 08/15/00 | United States |
| | Barney | 2,012,169 | 19 | Dog houses | 10/29/96 | United States |
| | Innovator | 1,873,300 | 19 | Pet shelter | 01/10/95 | United States |
| | Design (Portable Bed) | 1,781,451 | 20 | Pet bed | 07/13/93 | United States |
| | Ruff Hauz | 1,791,632 | 19 | Dog houses | 09/07/93 | United States |
| | Camera Guard | 1,779,511 | 9 | Camera cases | 06/29/93 | United States |
| | Cat Tee Pee | 1,665,060 | 20 | Pet shelter | 11/19/91 | United States |
| | Crazy Circle | 1,678,128 | 28 | Cat toy | 03/03/92 | United States |
| | Snugglyloo | 1,730,342 | 28 | Pet bed | 11/03/92 | United States |
| | Cat Track | 1,675,566 | 28 | Pet toy | 02/11/92 | United States |
| | Design | 1,637,628 | 20 | Pet shelter | 03/12/91 | United States |
| | Petmate and Design | 1,629,184 | 18 | Pet accessories | 12/25/90 | United States |
| | Petmate and Design | 1,629,214 | 18 | Pet accessories | 12/25/90 | United States |
| | Petmate and Design | 1,629,183 | 18 | Pet accessories | 12/25/90 | United States |
| | Petmate and Design | 1,638,366 | 18 | Pet accessories | 03/29/91 | United States |
| | Petmate and Design | 1,629,207 | 18 | Pet accessories | 12/25/90 | United States |
| | Design | 1,631,630 | 20 | Pet shelters | 01/15/91 | United States |
| | Vari Kennel | 1,585,672 | 18 | Animal carriers | 03/06/90 | United States |
| | Bow Guard | 1,537,489 | 28 | Storage cases for archery equipment | 05/02/89 | United States |
| | DogLoo | 1,526,929 | 20 | Dog houses | 02/28/89 | United States |
| | Pet-Mate | 1,371,337 | 21 | Storage container and feeding bowl | 11/19/85 | United States |
| | Kennel Cab | 1,318,126 | 18 | Animal carrier | 02/05/85 | United States |
| | Pet Taxi | 1,346,155 | 18 | Animal carriers | 07/02/85 | United States |
| | Pet Porter | 1,305,901 | 18 | Animal carriers | 11/20/84 | United States |

Nature of
Interest of
(e.g. owner,
licensee)

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|-----------------------------|-------------------------|----------------------------|------------------------------------------------------------------------------------------------|------------------------|------------------------|
| Cabin Kennel | 1,315,778 | 18 | Animal carriers | 01/22/85 | United States |
| Gun Guard | 1,026,167 | 13 | Carrying case for guns | 12/02/75 | United States |
| Sky Kennel | 950,176 | 3 | Animal shipping cages | 01/09/73 | United States |
| Cat Tee Pee (Design) | 11153 | 36 | Pet bed | 10/02/91 | State - GA |
| Design | 11154 | 20 | Pet bed | 10/02/91 | State - GA |
| Cat Tee Pee (Design) | 11155 | 20 | Pet bed | 10/02/91 | State - GA |
| Design | 11156 | 36 | Pet bed | 10/02/91 | State - GA |
| Four Seasons Classics | 1786987 | ? | ? | | Argentina |
| Pet Mate | 1755477 | 11 | Electrical heating pads for pets | 10/01/99 | Argentina |
| Pet Mate | 1807589 | 16 | Litter pan accessories | 10/01/99 | Argentina |
| Pet Mate | 1755478 | 19 | Pet shelters | 10/01/99 | Argentina |
| Pet Mate | 1755479 | 20 | Pet beds, kennels, bedding | 10/01/99 | Argentina |
| Pet Mate | 1755480 | 21 | Storage container and feeding bowl | 10/01/99 | Argentina |
| Pet Mate | 1755481 | 28 | Pet toys | 10/01/99 | Argentina |
| Domehome | 782705 | 19 | Doghouses | 03/16/00 | Australia |
| Dogloo | 754958 | 20, 21, 27, & 28 | Animal shelter; Animal carriers; Animal rugs; Animal toys; | 10/15/98 | Australia |
| Doskocil | 708921 | 9, 13, 16, & 20 | Storage reels; Firearm cases; Litter pans; Pet shelters; Plastic containers; Fishing equipment | 02/05/98 | Australia |
| K9 Kabin | 784650 | 19 | Pet shelters | 07/15/99 | Australia |
| Petmate Logo | 702179 | 20 & 21 | Pet shelters, ...; Plastic containers, ...; | 04/24/97 | Australia |
| Petmate | 702178 | 20 & 21 | Pet shelters, ...; Plastic containers ...; | 05/18/98 | Australia |
| Ruff Hauz | 829771 | 19 | Pet shelters | 02/26/01 | Australia |
| Petmate | 179,299 | 11, 16, 18, 19, | Pet pads; Litter pan accessories, Leads, ...; Pet Shelters, ...; Plastic | 02/04/98 | Austria |

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|-----------------------------------------------------|-----------------------------|-------------------------|----------------------------|---------------------------------------------------------------------------------|------------------------|------------------------|
| | Petmate | 0653652 | 20, 21, 28 & 31 | containers, ...; Pet toys; Litter pans, ... | 02/01/00 | Benelux |
| | Dogloo | 819997218 | 21 | Pet accessories, furniture, bedding, household utensils, litter pan accessories | 09/28/99 | Brazil |
| | Dogloo | 456571 | | Dog houses | 04/19/96 | Canada |
| | Aggressor | 474319 | | Carrying case for guns | 04/08/97 | Canada |
| | Dri-Loc | 490662 | | Gun cases; utility boxes for household use and sporting goods | 03/02/98 | Canada |
| | Golf Guard | 457660 | | Protective storage and travel case for golf bag and its contents | 05/24/96 | Canada |
| | Petmate | 409575 | | Pet accessories, ... | 03/12/93 | Canada |
| | Cat Track | 347131 | | Cat treadmill | 10/28/88 | Canada |
| | Domehome | 545390 | 19 | Pet houses | | Chile |
| | Four Seasons Classic | 546568 | 19 | Pet houses | | Chile |
| | K9 Kabin | 573210 | 19 | Pet houses | | Chile |
| | Petmate | 543114 | 11 | Electrical heating pads for pets | 02/09/99 | Chile |
| | Petmate | 543115 | 16 | Litter pan accessories | 02/09/99 | Chile |
| | Petmate | 543116 | 18 | Pet accessories | 02/09/99 | Chile |
| | Petmate | 543117 | 19 | Pet shelters | 02/09/99 | Chile |
| | Petmate | 543118 | 20 | Pet kennels | 02/09/99 | Chile |
| | Petmate | 543119 | 21 | Storage container and feeding bowl | 02/09/99 | Chile |
| | Petmate | 543120 | 28 | Pet toys | 02/09/99 | Chile |
| | Design | 538681 | 9, 18, 20, 21 & 28 | Automatic food dispensing machines, ...; Blankets, rugs, mats, ...; Bed | 02/09/99 | CTM |

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|-----------------------------------------------------|-----------------------------|-------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|
| | Domehome | 1039320 | 19, 20, & 21 | carriers, ...; Containers, ...; Animal toys Prefab structures, ...; Pet houses, kennels; Cages | 05/05/00 | CTM |
| | Dogloo | 538538 | 9, 18, 20, 21, & 28 | Automatic food dispensing machines, ...; Blankets, rugs, mats, ...; Bed carriers, ...; Containers, ...; Animal toys | 05/10/00 | CTM |
| | Four Seasons Classic | 1065093 | 19, 20, & 21 | refab structures, ...; Pet houses, kennels; Cages | 05/11/00 | CTM |
| | Petmate | VR2001 01134 | 11, 18, 19 & 20 | Electrical heating pad for pets; Pet supplies; Pet shelters; Pet Beds, ... | 03/07/01 | Denmark |
| | Petmate | 215229 | 11, 16, 18, 19, 21 & 28 | Lighting apparatus, ...; Paper, ...; Leather, ...; Building materials, ...; Furniture, ...; Household kitchen, ...; Pet toys | 08/31/99 | Finland |
| | Petmate | 39834569 | 11, 16, 18, 19, 20, 21 & 28 | Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys | 08/04/98 | Germany |
| | Petmate | 138233 | 11, 16, 18, 19, 20, 21 & 28 | Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys | 04/18/00 | Greece |
| | Petmate | 215121 | 1, 11, 16, 18, 19, 20, 21 & 28 | Disposable charcoal filters; Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys | 11/23/00 | Ireland |

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|-----------------------------------------------------|---------------------------------------------|-------------------------|-----------------------------|---------------------------------------------------------------------------------------------------------------|------------------------|------------------------|
| | Petmate | 843414 | 11, 16, 18, 19, 20, 21 & 28 | Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys | 04/24/01 | Italy |
| | Doskocil & Design | 3300794 | | | | Japan |
| | Doskocil & Design | 4009634 | | | | Japan |
| | Doskocil & Design | 3223868 | | | | Japan |
| | Doskocil & Design | 4009633 | | | | Japan |
| | Doskocil A Strong Case For Quality & Design | 3223867 | | | | Japan |
| | Doskocil A Strong Case For Quality & Design | 4009632 | | | | Japan |
| | Doskocil A Strong Case For Quality & Design | 3258359 | | | | Japan |
| | Furrarri | 4440083 | | | | Japan |
| | Indigo | 4415487 | | | | Japan |
| | Kennel Cab | 4136832 | | | | Japan |
| | Kennel Cab | 3238645 | | | | Japan |
| | Pet Barn | 4415488 | | | | Japan |
| | Pet Mate | 4189311 | 11, 16, 18, 19, 20, 21 & 28 | Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys | 09/18/98 | Japan |
| | Pet Taxi | 2438434 | | | | Japan |

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|-----------------------------------------------------|-----------------------------|-------------------------|----------------------------|---------------------------------------------------------------------------------------------|------------------------|------------------------|
| | Ruff Hauz | 4427639 | | | | Japan |
| | Vari Kennel | 4360923 | | | | Japan |
| | Vari Kennel | 5364795 | | | | Japan |
| | Vari Kennel | 3238644 | | | | Japan |
| | Pet Mate | 459260 | 16, 18, 19, 20, 21 & 28 | Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys | 11/23/99 | Korea |
| | Doghome | 656256 | | | | Mexico |
| | Four Seasons Classic | 613794 | | | | Mexico |
| | K9 Kabin | 613795 | | | | Mexico |
| | Petmate | 590177 | 11 | Electric pads for pets | 10/22/98 | Mexico |
| | Petmate | 589071 | 16 | Litter pan accessories | 09/30/98 | Mexico |
| | Petmate | 589178 | 19 | Pet Shelters, ... | 10/22/98 | Mexico |
| | Petmate | 589104 | 20 | Pet beds, ... | 09/30/98 | Mexico |
| | Petmate | 641905 | 21 | Plastic containers, .. | 02/22/00 | Mexico |
| | Petmate | 590179 | 28 | Pet toys | 10/22/98 | Mexico |
| | Design | 288190 | 20 | Animal shelter | 06/02/99 | New Zealand |
| | Dogloo | 288189 | 20 | Pet products | 06/02/99 | New Zealand |
| | Petmate | 293992 | 11 | Electric pads for pets | 09/06/99 | New Zealand |
| | Petmate | 293993 | 16 | Litter pan accessories | 08/10/99 | New Zealand |
| | Petmate | 293994 | 18 | Pet supplies, ... | 09/06/99 | New Zealand |
| | Petmate | 293995 | 19 | Pet shelters | 09/06/99 | New Zealand |
| | Petmate | 293996 | 20 | Pet furniture | 09/06/99 | New Zealand |
| | Petmate | 293997 | 21 | Plastic containers, ... | 08/10/99 | New Zealand |
| | Petmate | 293998 | 28 | Pet toys | 09/06/99 | New Zealand |

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|-----------------------------------------------------|-----------------------------|-------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|
| | Dogloo | 639706 | 20 | Pet products | awaiting issue date | New Zealand |
| | Pet mate | 331731 | 11, 18, 19, 20, 21 & 28 | Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys | 01/04/99 | Portugal |
| | Pet mate | 2174120 | 16 | Litter pan accessories, ... | 01/20/99 | Spain |
| | Pet mate | 2174126 | 28 | Pet toys | 01/20/99 | Spain |
| | Pet mate | 2174127 | 31 | Food and drink for pets, edible items for pets, products for pet's beds | 01/20/99 | Spain |
| | Pet mate | 336739 | 1, 11, 16, 18, 19, 20, 21, 24 & 28 | Disposable charcoal filters; Pet heating pads; Litter pan accessories, ...; Pet shelters, ...; Pet beds, ...; Plastic containers, ...; Pet bedding; Pet toys | 04/20/00 | Sweden |
| | Pet mate | 462316 | 11, 18, 19, 20, 21, 28 & 31 | Pet heating pads; Leashes, ...; Pet shelters, ...; Pet beds, ...; Litter pan accessories; Pet toys; Disposable charcoal filters | 06/17/99 | Switzerland |

Trademark Applications

| <u>Owner</u> | <u>Trademark Application relates to following Trademark</u> | <u>Serial No.</u> | <u>Int'l Class Covered</u> | <u>Goods or Services Covered</u> | <u>Date of Application</u> | <u>Country of Application</u> |
|--------------|-------------------------------------------------------------|-------------------|----------------------------|-----------------------------------|----------------------------|-------------------------------|
| Doskocil | Kitty Fun Hauz | 76/267,810 | 18 | Scratching posts for cats | 06/06/01 | United States |
| Doskocil | Domehome | 76/227,469 | 19 | Prefab dog houses | 03/20/01 | United States |
| Doskocil | Fresh Flow | 76/267,807 | 11 | Water purifying fountain for pets | 06/06/01 | United States |
| Doskocil | Pet Porter | 76/222,936 | 18 | Animal carrier | 03/12/01 | United States |
| Doskocil | Pet Taxi | 76/222,935 | 18 | Animal carrier | 03/12/01 | United States |
| Doskocil | Dri-Loc | 75/108,039 | 20, 28 | Utility boxes | 05/22/96 | United States |
| Doskocil | Dogloo | 2070975 | 20 | Pet Shelters | 02/27/97 | Argentina |
| Doskocil | K9 Kabin | 2201790 | 19 | Pet Shelters | 02/09/99 | Argentina |
| Doskocil | Doskocil | 821030078 | 20, 21 | Specific products | 11/10/98 | Brazil |
| Doskocil | Petmate | 820927880 | 20, 21 | Specific products | 07/23/98 | Brazil |

| <u>Owner</u> | <u>Trademark Application relates to following Trademark</u> | <u>Serial No.</u> | <u>Int'l Class Covered</u> | <u>Goods or Services Covered</u> | <u>Date of Application</u> | <u>Country of Application</u> |
|--------------|-------------------------------------------------------------|-------------------|----------------------------|---------------------------------------------------|----------------------------|-------------------------------|
| Doskocil | Ruff Hauz | 821030086 | 20, 21 | Pet accessories | 07/23/98 | Brazil |
| Doskocil | Vari Kennel | 821030094 | 21 | Animal carrier | 11/10/98 | Brazil |
| Doskocil | Igloo Design | 0852042 | N/A | Pet shelters | 07/25/97 | Canada |
| Doskocil | Domehome | 1001701 | N/A | Pet shelters | 01/11/99 | Canada |
| Doskocil | Four Seasons Classic | 1006758 | N/A | Pet shelters | 02/22/99 | Canada |
| Doskocil | K9 Kabin | 1006759 | N/A | Pet shelters | 02/22/99 | Canada |
| Doskocil | Ruff Hauz | 1108430 | N/A | Pet shelters | 07/31/01 | Canada |
| Doskocil | Golf Guard | 002251007 | 28 | Protective storage and travel cases for golf bags | 06/11/01 | European Community Trademark |
| Doskocil | Le Bistro | 001581131 | 21 | Pet feeding dishes | 03/29/00 | European Community Trademark |
| Doskocil | Ruff Hauz | 002239929 | 19 | Pet shelters | 05/31/00 | European Community Trademark |
| Doskocil | Brik Hauz | 11-20774 | 19 | Pet shelters | 03/08/99 | Japan |

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|--------------|-------------------------------------------------------------|-------------------|----------------------------|-----------------------------------------|----------------------------|-------------------------------|
| Doskocil | Barnhome | 11-20772 | 19 | Pet shelters | 03/08/99 | Japan |
| Doskocil | Pet Mate | 99/01532 | 11 | Electrical heating pads for pets | 02/01/99 | South Africa |
| Doskocil | Pet Mate | 99/01533 | 16 | Litter pan accessories | 02/01/99 | South Africa |
| Doskocil | Pet Mate | 99/01534 | 18 | Pet supplies and accessories | 02/01/99 | South Africa |
| Doskocil | Pet Mate | 99/01535 | 19 | Non-metal prefab pet shelters and doors | 02/01/99 | South Africa |
| Doskocil | Pet Mate | 99/01536 | 20 | Pet furniture | 02/01/99 | South Africa |
| Doskocil | Pet Mate | 99/01537 | 21 | Containers, etc. | 02/01/99 | South Africa |
| Doskocil | Pet Mate | 99/01538 | 28 | Pet toys | 02/01/99 | South Africa |
| Doskocil | Pet Porter | 99/01539 | 18 | Animal carrier | 02/01/99 | South Africa |
| Doskocil | Ruff Hauz | 5868 | 19 | Pet shelters | 03/29/00 | South Africa |
| Doskocil | Pet Mate | 2174119 | 11 | Bedwarmers | 07/13/98 | Spain |
| Doskocil | Pet Mate | 2174121 | 18 | Leads, collars | 07/13/98 | Spain |

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|--------------|-------------------------------------------------------------|-------------------|----------------------------|----------------------------------|----------------------------|-------------------------------|
| Doskocil | Pet Mate | 2174122 | 19 | Non-metal structures | 07/13/98 | Spain |
| Doskocil | Pet Mate | 2174123 | 20 | Pet beds, etc. | 07/13/98 | Spain |
| Doskocil | Pet Mate | 2174124 | 21 | Containers, etc. | 07/13/98 | Spain |
| Doskocil | Pet Mate | 2174125 | 24 | Pet bedding | 07/13/98 | Spain |
| Doskocil | Dogloo | 284298 | 20, 21 | Specific products | 01/23/96 | Uruguay |