

01-02-2004

1-204

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



102636778

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: 12/30/2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal Address: Doskocil Account Officer

Street Address: 15260 Ventura Blvd., Ste 400

City: Sherman Oaks State: CA Zip: 91403

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Rhode Island (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) Additional name(s) & address(es) attached? Yes No (No checked)

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

A. Trademark Application No.(s) see attached

B. Trademark Registration No.(s) see attached

Additional number(s) attached Yes No (Yes checked)

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

Name: Federal Research Co., LLC

Internal Address:

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

83

7. Total fee (37 CFR 3.41): \$ 2,090.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz

Name of Person Signing

Julie Cravitz Signature

12/31/2003

Date

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

39

01/02/2004 LINELLER 00000130 75014104

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

01 FC:0521 02 FC:0522

40.00 OP 2000.00 OP

TRADEMARK REEL: 002885 FRAME: 0373

**TRADEMARK SCHEDULE
RECORDAL OF SECURITY INTEREST - US**

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
A STRONG CASE FOR QUALITY 26938/73840	United States	75/814,104 10/04/99	2,442,159 04/10/01
AVIATOR 26938/69491	United States	75/369,632 10/07/97	2,273,490 08/31/99
BALL A BOUT 26938/69031	United States	74/675,015 05/16/95	2,031,072 01/14/97
BARNEY 26938/69330	United States	74/386,127 04/29/93	2,012,169 10/29/96
BARNHOME 26938/83442	United States	76/442,510 08/22/02	2,729,002 06/24/03
BAT N BOBBLE 26938/69027	United States	75/022,797 11/21/95	2,046,677 03/18/97
BAUX'R 26938/69304	United States	74/717,538 08/18/95	1,993,366 08/13/96
BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE 26938/71644	United States	75/652,356 03/02/99	2,407,856 11/28/00
BOW GUARD 26938/69024	United States	73/740,112 07/15/88	1,537,489 05/02/89
BRIK HAUZ 26938/69303	United States	74/386,461 04/29/93	1,904,998 07/11/95
CABIN KENNEL 26938/69238	United States	73/418,427 03/23/83	1,315,778 01/22/85
CAMERA GUARD 26938/69239	United States	74/125,315 12/20/90	1,779,511 06/29/93
CAMPMATE 26938/81840	United States	76/349,865 12/17/01	2,718,042 05/20/03
COOL FLOW 26938/81751	United States	76/343,916 11/30/01	2,719,997 05/27/03
COUNTRY BARN 26938/84258	United States	76/478,727 12/20/02	
COUNTRY VILLA 26938/00010	United States	76/543,917 08/29/03	
CRASH PAD 26938/66641	United States	75/363,588 09/26/97	2,201,400 11/03/98
CRAZY CIRCLE 26938/66639	United States	74/064,945 06/01/90	1,678,128 03/03/92
CRITTER CORRAL 26938/66640	United States	75/367,961 10/03/97	2,214,330 12/29/98
CRYSTAL FRESH 26938/73982	United States	75/814106 10/04/99	2,513,272 11/27/01
DOGLOO	United States	73/686,269	1,526,929

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
26938/69326		09/25/87	02/28/89
DOGLOO DESIGN 26937/69346	United States	73/819,087 08/14/89	1,631,630 01/15/91
DOGLOO II DESIGN 26937/69261	United States	74/581,791 10/04/94	2,074,208 06/24/97
DOMEHOME 26938/79195	United States	76/227,469 03/20/01	2,650,469 11/12/02
DOSKOCIL 26938/69277	United States	75/032,730 12/14/95	2,110,314 11/04/97
DOSKOCIL & design 26938/68974	United States	75/032,309 12/14/95	2,076,979 07/08/97
DOSKOCIL A STRONG CASE FOR QUALITY & design 26938/68967	United States	75/032,320 12/14/95	2,019,221 11/26/96
DOSKOSPORT & design 26938/82052	United States	76/393,006 04/08/02	
DRI-LOC 26938/65837	United States	75/108,039 5/22/96	2,631,988 10/08/02
FIELD LOCKER 26938/69032	United States	74/574,393 09/15/94	1,962,851 03/19/96
FRESH FLOW 26938/80377	United States	76/267,807 06/06/01	2,719,892 05/27/03
FOUR SEASONS CLASSIC	United States	75/556,144 09/21/98	2,389,170 09/26/00
FURRARRI 26938/69334	United States	74/340,727 12/17/92	1,842,378 06/28/94
FURRARI FLYER 26938/73841	United States	75/814,105 10/04/99	2,686,946 02/11/03
FURRARRI DESIGN 26937/66718	United States	74/463,797 11/29/93	2,378,211 08/15/00
GOLF GUARD 26938/68979	United States	74/400,208 06/10/93	1,891,771 04/25/95
GUN GUARD 26938/82360	United States	76/381,768 03/12/02	2,757,268 08/26/03
GUN GUARD 26938/69039	United States	73/026,999 07/17/74	1,026,167 12/02/75
GUN GUARD ATV FIELD CASE 26938/82783	United States	76/422,432 06/19/02	
HAPPIER PETS BY DESIGN	United States	76/489,289 05/21/98	2,369,256 07/18/00
HOMESTEAD 26938/69255	United States	75/165,529 09/11/96	2,145,448 03/17/98
INDIGO 26938/69324	United States	74/717,536 08/18/95	2,058,702 05/06/97

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
INDIGO DESIGN 26937/69262	United States	74,561,468 08/16/94	2,034,161 01/28/97
INNOVATOR 26938/69333	United States	74/344,809 12/30/92	1,873,300 01/10/95
INNOVATOR & DESIGN 26937/66717	United States	74/463,796 11/29/93	2,358,751 06/13/00
K9 KABIN 26938/69399	United States	75/556,143 09/21/98	2,365,765 07/11/00
KENNEL CAB 26938/69033	United States	73/424,335 05/03/83	1,318,126 02/05/85
KENNEL UP 26938/79414	United States	76/226,885 03/15/01	2,510,384 11/20/01
KITTY FUN HAUZ 26938/80378	United States	76/267,810 06/06/01	2,664,430 12/17/02
LE BISTRO 26938/69500	United States	75/242,288 02/14/97	2,187,256 09/08/98
MISCELLANEOUS DESIGN (petmate cat & dog logo) 26938/68972	United States	74/714,156 08/11/95	2,042,828 03/11/97
PEEK 'N PAW 26938/66645	United States	75/388,044 11/11/97	2,208,975 12/08/98
PEEK 'N PLAY 26938/66646	United States	75/388,045 11/11/97	2,208,976 12/08/98
PERFORMA 26938/84452	United States	76/482,368 01/16/03	
PET CAB 26938/69237	United States	75/105,974 05/16/96	2,109,928 10/28/97
PET ESCORT 26938/69236	United States	75/101,829 05/09/96	2,042,064 03/04/97
PET PORTER 26938/79340	United States	76/222,936 03/12/01	2,597,541 07/23/02
PET PORTER (stylized) 26938/69243	United States	73/424,333 03/03/83	1,305,901 11/20/84
PET TAXI 26938/79341	United States	76/222,935 03/12/01	2,630,666 10/08/02
PET TAXI 26938/69034	United States	73/424,334 03/03/83	1,346,155 07/02/85
PETBARN 26938/83443	United States	76/437,870 08/05/02	2,588,690 02/18/03
PETDOME 26938/83171	United States	76/430,934 07/09/02	
PETDOME HOME DESIGN	United States	75/464,232 04/08/98	2,353,122 05/30/00

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
26937/64629			
PET MAT (product configuration) 26937/69345	United States	74/051,439 4/23/90	1,637,628 3/12/91
PETMATE & Design 26938/68972	United States	74/714,156 08/11/95	2,042,828 03/11/97
PETMATE 26938/67968	United States	74/714,183 07/11/95	2,042,829 03/11/97
PETMATE 26938/66464	United States	75/652,357 03/02/99	2,368,076 07/18/00
PET-MATE 26938/68975	United States	73/496,593 08/27/84	1,371,337 11/19/85
PETMATE (logo) 26938/66521	United States	75/489,250 05/21/98	2,369,255 07/18/00
PETMATE CAFÉ 26938/81753	United States	76/411,404 05/16/02	2,697,708 03/18/03
PETPORT 26938/73980	United States	75/814,102 10/04/99	2,426,554 02/06/01
PURRFORMA 26938/00007	United States	76/526,532 06/23/03	
RUFF HAUZ 26938/69305	United States	74/140,440 02/19/91	1,791,632 09/07/93
S & Design 26938/69257	United States	75/222,601 01/08/97	2,137,001 02/17/98
S & Design 26938/66635	United States	75/216,661 12/20/96	2,158,407 05/19/98
SEAL-TIGHT 269438/69035	United States	74/334,628 11/25/92	1,838,387 05/31/94
SKY KENNEL 26938/69244	United States	72/405,189 10/15/71	950176 01/09/73
SNUGGYLOO 26938/69344	United States	74/064,936 06/01/90	1,730,342 11/03/92
SPECTRACOOOL 26938/66634	United States	75/287,318 05/06/97	2,225,082 02/23/99
SPECTRAGLIDE 26938/66633	United States	75/287,324 05/06/97	2,238,115 04/13/99
TIP N TOTTER 26938/69030	United States	75/021,900 11/20/95	2,048,354 03/25/97
VARI KENNEL 26938/69025	United States	73/818,249 08/10/89	1,585,672 03/06/90
WOODSTONE MANOR 26938/69256	United States	75/165,511 09/11/96	2,131,342 01/20/98

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2003, is entered into by and between DOSKOCIL MANUFACTURING COMPANY, INC., a Texas corporation ("Debtor"), and FLEET CAPITAL CORPORATION, a Rhode Island corporation, in its capacity as Agent for the Lenders referred to below ("Secured Party"), having an office at 15260 Ventura Boulevard, Suite 400, Sherman Oaks, California 91403, with reference to the following facts:

RECITALS

A. The lenders party thereto (collectively, the "Lenders") and Secured Party, as Agent for the Lenders, have entered into financing arrangements with Debtor, pursuant to a Loan and Security Agreement of even date herewith (as the same now exists or may hereafter be amended or supplemented, the "Loan Agreement") (the Loan Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are referred to herein collectively as the "Loan Documents"). Terms defined in the Loan Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Loan Agreement as though set forth herein in full.

B. Pursuant to the Loan Agreement, Debtor has agreed to grant to Secured Party a security interest in its trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor and Secured Party agree as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in:

A. All of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (collectively, the "Trademarks");

B. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

C. All of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

Notwithstanding the foregoing, in no event shall the Collateral include any Property excluded pursuant to the last paragraph of Section 6.1 of the Loan Agreement.

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the Obligations.

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding or any commitment by Lenders to extend credit to Debtor under the Loan Agreement is in effect):

A. Subject to any exceptions or qualifications as set forth in Section 8.1.16 of the Loan Agreement, all of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens.

B. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto (other than licenses in the ordinary course of business to customers of Debtor), except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party except as permitted by the Loan Agreement.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to

otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office and shall pay any associated filing fees.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuance of an Event of Default.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from the Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States of America or any State therein within thirty days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

H. Debtor has not abandoned any of the Trademarks or Patents material to the conduct of its business and Debtor will not do any act, nor omit to do any act, whereby such Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any such application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America or any State therein or any other country as are necessary to

maintain such application and registration of the Trademarks or Patents material to the conduct of Debtor's business as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any Person of any term or design likely to cause confusion with any Trademark or of any use by any Person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall take such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents material to the conduct of Debtor's business.

K. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor hereby grants to Secured Party the right to visit Debtor's plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

4. RIGHTS AND REMEDIES

Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder or under the Loan Agreement and except as otherwise provided by applicable law.

A. Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem

appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party and Lenders for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, this Agreement, the other Loan Documents, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be made in accordance with Section 13.8 of the Loan Agreement.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

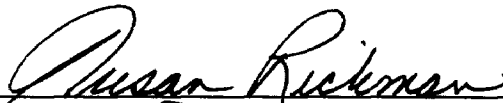
F. The security interest granted to Secured Party shall terminate upon termination of the Loan Agreement and payment in full to the Lenders of all Obligations thereunder as provided in the Loan Agreement.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

DOSKOCIL MANUFACTURING
COMPANY, INC., a Texas corporation

By: 
Name: Susan Richman
Title: Vice President, CFO & Treasurer

SECURED PARTY:

FLEET CAPITAL CORPORATION,
a Rhode Island corporation,
as Agent for the Lenders

By: _____
Matthew R. Van Steenhuyse
Senior Vice President

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

DOSKOCIL MANUFACTURING
COMPANY, INC., a Texas corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

FLEET CAPITAL CORPORATION,
a Rhode Island corporation,
as Agent for the Lenders

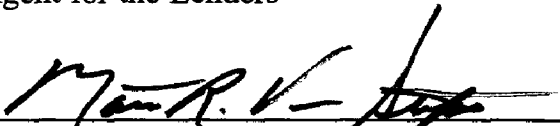
By: 
Matthew R. Van Steenhuyse
Senior Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

KNOW ALL MEN BY THESE PRESENTS, that DOSKOCIL MANUFACTURING COMPANY, INC. (hereinafter "Debtor") hereby appoints and constitutes FLEET CAPITAL CORPORATION ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Debtor and Secured Party of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all the Obligations (as such term is defined in the Security Agreement). Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of December ___, 2003.

DEBTOR:

DOSKOCIL MANUFACTURING
COMPANY, INC., a Texas corporation

By: _____
Name: _____
Title: _____

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

Trademark/
Service Mark

Registration No.

Registration
Date

[See Attached]

**TRADEMARK SCHEDULE
GRANT**

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
DOGLOO 26938/71470	Argentina	2070975 02/27/97	1673147 07/01/98
PETMATE 26938/67958	Argentina	2158514 06/23/98	1755477 10/01/99
PETMATE 26938/68425	Argentina	2158516 06/23/98	1755478 10/01/99
PETMATE 26938/68424	Argentina	2158517 06/23/98	1755479 10/01/99
PETMATE 26938/68423	Argentina	2158518 06/23/98	1755480 10/01/99
PETMATE 26938/68427	Argentina	2158519 06/23/98	1755481 12/04/00
PETMATE 26938/68426	Argentina	2158515 06/23/98	1807589
BARNHOME 26938/71443	Australia	929236 10/02/02	929236 06/24/03
COUNTRY BARN 26938/00002	Australia	952927 05/06/03	
DOGLOO 26938/69486	Australia	754958 02/11/98	754958 09/25/98
DOMEHOME 26938/71352	Australia	782705 01/11/99	782705 02/25/00
DOSKOCIL 26938/69278	Australia	708921 05/20/96	708921 01/19/98
K9 KABIN 26938/71204	Australia	784650 02/04/99	784650 06/25/99
MISCELLANEOUS DESIGN (petmate logo) 26938/66716	Australia	702179 02/09/96	702179 04/08/97
PETBARN 26938/83877	Australia	929237 10/02/02	929237 06/24/03
PETMATE 26938/66644	Australia	702178 02/09/96	702178 05/15/98
RUFF HAUZ 26938/71548	Australia	829771 03/29/00	829771 02/26/01
PETMATE 26938/67967	Austria	AM3818/98 06/19/98	179299 12/04/98
PETMATE 26938/68421	Benelux	918928 07/02/98	0653652 02/01/00
DOGLOO 26938/69496	Brazil	819997218 08/01/97	819997218 09/28/99
DOSKOCIL 26938/69637	Brazil	821030078 11/10/98	
PETMATE 26938/67957	Brazil	820927880 07/23/98	
RUFF HAUZ	Brazil	821030086	

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
26938/69638		11/10/98	
VARI KENNEL 26938/69636	Brazil	821030094 11/10/98	
AGGRESSOR 26938/69235	Canada	811356 05/01/96	474319 04/08/97
BARNHOME 26938/71445	Canada	1160990 12/03/02	
CAMPMATE 26938/82328	Canada	1131485 02/15/02	
CAT TRACK 26938/74258	Canada	588860 07/29/87	347131 10/28/88
DOGLOO 26938/69325	Canada	751658 04/06/94	456571 04/19/96
DOGLOO Design (26937-69489)	Canada	852,042 7/5/97	
DOMEHOME 26938/71358	Canada	100170100 01/11/99	557131 01/30/02
DRI-LOC 26938/69265	Canada	829648 11/22/96	490662 03/02/98
GOLF GUARD 26938/69268	Canada	734455 08/04/93	457660 05/24/96
K9 KABIN 26938/71206	Canada	1006759 02/22/99	562,497 05/24/02
MFS 26938/69267	Canada	829650 11/22/96	490670 03/02/98
OLD PAL 26938/69264	Canada	308011 09/28/67	162562 05/02/69
PERFORMA 26938/84451	Canada	1164181 01/07/03	
PETBARN 26938/71518	Canada	1160988 12/03/02	
PETMATE 26938/66715	Canada	70006800 03/02/92	TMA0409575 03/12/93
PURRFORMA 26938/00008	Canada	1181544 07/04/03	
RUFF HAUZ 26938/71549	Canada	1108430 07/30/03	TMA586,269 07/30/03
DOMEHOME 26938/71354	Chile	437526 01/12/99	545390 07/29/99
PETMATE 26938/67956	Chile	426151 09/03/98	534114 02/09/99
PETMATE 26938/69783	Chile	426152 09/03/98	534115 02/09/99
PETMATE	Chile	4265153	534116

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
26938/69782		09/03/98	02/09/99
PETMATE 26938/69781	Chile	426154 09/03/98	534117 02/09/99
PETMATE 26938/69780	Chile	426155 09/03/98	534118 02/09/99
PETMATE 26938/69779	Chile	426156 09/03/98	534119 02/09/99
PETMATE 26938/69778	Chile	426157 09/03/98	534120 02/09/99
PETMATE 26938/80919	Denmark	VA2001 02854 07/27/01	VR2002 00793 3/6/02
PETMATE 26938/67964	Denmark	VA1998 02887 06/23/98	VR2001 01134 03/07/01
PETMATE & Design 26938/83825	Ecuador	121.903 03/05/02	18805-02 09/16/02
PETMATE & Design 26938/83915	Ecuador	121.904 03/05/02	
PETMATE & Design 26938/83824	Ecuador	121.905 03/05/02	18806-02 09/16/02
PETMATE & Design 26938/83823	Ecuador	121.906 03/05/02	18807-02 09/16/02
CAMPMATE 26938/82327	European Community	2580694 2/15/02	002580694 05/21/03
COUNTRY BARN 26938/00003	European Community	3160322 05/09/03	
DOGLOO 26938/69490	European Community	000538538 05/20/97	000538538 06/19/00
DOGLOO Design (igloo design) 26937/69489	European Community	000538561	000538561
DOMEHOME 26938/71351	European Community	001039320 01/11/99	1039320 05/05/00
GOLF GUARD 26938/80376	European Community	2251007 06/11/01	
LE BISTRO 26938/75156	European Community	1581131 03/29/00	001581131 07/28/03
PERFORMA 26938/84450	European Community	2999001 01/08/03	
PETMATE CAFÉ 26938/82101	European Community	2547305 01/23/02	
PURRFORMA 26938/00009	European Community	3232196 06/19/03	

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
RUFF HAUZ 26938/71551	European Community	002239929 05/31/01	002239929 11/13/02
PETMATE 26938/67965	Finland	T199802198 06/24/98	215229 08/31/99
PETMATE 26938/68422	Germany	39834569.4 06/22/98	39834569 08//04/98
BARNHOME 26938/83895	Greece	148336 11/19/02	
PETBARN 26938/83875	Greece	148337 11/19/02	
PETMATE 26938/67966	Greece	138233 09/10/98	138233 04/18/00
BARNHOME 26938/83894	Guatemala	2002-7250 10/15/02	125,378 08/26/03
PETBARN 26938/83876	Guatemala	2002-7249 10/15/02	125,194 08/18/03
PETMATE 26938/67963	Ireland	98/2582 06/18/98	215121 11/23/00
PETMATE 26938/68420	Italy	RM998C003183 06/22/98	843414 04/24/01
BARNHOME 26938/71448	Japan	1120772 03/08/99	
CABIN KENNEL 26938/66642	Japan	99059/93 09/29/93	4178135 08/14/98
CAT TRACK 26938/68978	Japan	99062/93 09/29/93	3156783 05/31/96
COUNTRY BARN 26938/00001	Japan	2003-37583 05/09/03	
DOSKOCIL 26938/71479	Japan	11-20771 03/08/99	4373913 04/07/00
DOSKOCIL & design 26938/69275	Japan	99056/93 09/29/93	3223868 11/29/96
DOSKOCIL & design 26938/69273	Japan	99058/93 09/29/93	3300794 05/02/97
DOSKOCIL & design 26938/69276	Japan	99055/93 09/29/93	4009633 06/06/97
DOSKOCIL & design 26938/69274	Japan	99057/93 09/29/93	4009634 06/06/97
DOSKOCIL, A STRONG CASE FOR QUALITY & design 26938/69271	Japan	99052/93 09/29/93	3223867 11/29/96
DOSKOCIL, A STRONG CASE FOR QUALITY & design	Japan	99054/93 09/29/93	3258359 02/24/97

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
26938/69279			
DOSKOCIL, A STRONG CASE FOR QUALITY & design 26938/69270	Japan	99051/93 09/29/93	3307900 05/16/97
DOSKOCIL, A STRONG CASE FOR QUALITY & design 26938/69272	Japan	99053/93 09/29/93	4009632 06/06/97
FURRARRI 26938/71489	Japan	11-20779 03/08/99	44440083 12/15/00
INDIGO 26938//71498	Japan	11/20775 03/08/99	4415487 09/08/00
KENNEL CAB 26938/71514	Japan	11-20781 03/08/99	44440084 12/15/00
KENNEL CAB (in English) 26938/74552	Japan	8-11490 02/09/96	4136832 04/17/98
KENNEL CAB (in Japanese) 26938/74551	Japan	8-33050 04/02/93	3238645 12/25/96
LE BISTRO 26938/75157	Japan	2001-19511 03/06/01	
PET TAXI 26938/66637	Japan	990633/93 09/29/93	4378510 04/21/00
PET TAXI (in Japanese) 26938/74549	Japan	63744/90 06/07/90	2438434 07/31/92
PETBARN 26938/71522	Japan	11-20776 03/08/99	4415488 09/08/00
PETMATE CAFÉ 26938/83341	Japan	2002-59767 07/17/02	4659923 04/04/03
PETMATE 26938/73843	Japan	HEI.11-49542 06/03/99	
PET-MATE 26938/66643	Japan	99065/93 09/29/93	4189311 09/18/98
RUFF HAUZ 26938/71552	Japan	11-20777 03/08/99	4427639 10/27/00
RUFF HAUZ 26938/82326	Japan	2000-79203 03/08/99	4527285 12/07/01
VARI KENNEL 26938/66636	Japan	99061/93 09/29/93	4360923 03/03/00
VARI KENNEL (in English) 26938/74553	Japan	8-11489 02/09/96	4364795 03/03/00
VARI KENNEL (in	Japan	33049/93	3238664

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
Japanese) 26938/74550		04/02/93	12/25/96
COUNTRY BARN 26938/00004	Korea	40-2003-21566 05/14/03	
PETMATE 26938/67959	Korea	98-15663 06/19/98	0459260 11/23/99
BARNHOME 26938/83893	Mexico	570614 10/14/02	800762 07/23/03
COUNTRY BARN 26938/00005	Mexico	600212 05/12/03	
DOGLOO 26938/83946	Mexico	570613 10/14/02	
DOMEHOME 26938/71357	Mexico	360071 01/13/99	656256 05/20/00
K9 KABIN 26938/71210	Mexico	363089 02/0W9/99	613795 06/17/99
PETBARN 26938/83878	Mexico	570612 10/14/02	570612 07/23/03
PETMATE 26938/67954	Mexico	337253 06/24/98	589071 09/30/98
PETMATE 26938/67951	Mexico	338672 07/06/98	589104 09/30/98
PETMATE 26938/67955	Mexico	337252 06/24/98	590177 10/22/98
PETMATE 26938/67952	Mexico	337254 06/24/98	590178 10/22/98
PETMATE 26938/67970	Mexico	337256 06/24/98	590179 10/22/98
PETMATE 26938/67950	Mexico	337255 06/24/98	641905 02/22/00
DOGLOO 26938/69488	New Zealand	288,189 06/14/01	639706 12/17/01
DOGLOO Design 26937/69487	New Zealand	288190 2/10/98	288190 6/2/99
PETMATE 26938/69018	New Zealand	293997 06/18/98	293997 8/10/99
PETMATE 26938/67960	New Zealand	293992 06/18/98	293992 09/06/99
PETMATE 26938/69014	New Zealand	293993 06/18/98	293993 08/10/99
PETMATE 26938/69015	New Zealand	293994 06/18/98	293994 09/06/99
PETMATE 26938/69016	New Zealand	293995 06/18/98	293995 09/06/99
PETMATE	New Zealand	293996	293996

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
26938/69017		06/18/98	09/06/99
PETMATE 26938/69018	New Zealand	293997 06/18/98	293997 08/10/99
PETMATE 26938/69019	New Zealand	293998 06/18/98	293998 09/06/99
PETMATE 26938/67962	Portugal	331731 07/27/98	331731 01/04/99
BARNHOME 26938/83899	Puerto Rico	12/13/02	
PETBARN 26938/83874	Puerto Rico	12/13/02	
PET PORTER 26938/71375	S. Africa	099/01539 02/01/99	1999/01539 04/04/02
PETMATE 26938/71374	S. Africa	099/01533 02/01/99	1999/01533 04/04/02
PETMATE 26938/71917	S. Africa	099/01532 02/01/99	1999/01532 04/04/02
PETMATE 26938/71940	S. Africa	099/01534 02/01/99	1999/01534 04/04/02
PETMATE 26938/71941	S. Africa	099/01535 02/01/99	1999/01535 04/04/02
PETMATE 26938/71942	S. Africa	099/01536 02/01/99	1999/01536 04/04/02
PETMATE 26938/71943	S. Africa	099/01537 02/01/99	1999/01537 04/04/02
PETMATE 26938/71944	S. Africa	099/01538 02/01/99	1999/01538 04/04/02
RUFF HAUZ 26938/71554	S. Africa	05868 03/29/00	
BARNHOME 26938/83897	Spain	2.514.898 11/27/02	2.514.898 05/12/03
PETBARN 26938/83872	Spain	2.514.897 11/27/02	2.514.897 05/12/03
PETMATE 26938/68441	Spain	2174125 07/13/98	
PETMATE 26938/68437	Spain	2174121 07/13/98	2174121 07/13/03
PETMATE 26938/68438	Spain	2174122 07/13/98	
PETMATE 26938/68439	Spain	2174123 07/13/98	2174123
PETMATE 26938/68440	Spain	2174124 07/13/98	2174124
PETMATE 26938/68435	Spain	2174119 07/13/98	2174119 08/05/99
PETMATE 26938/68436	Spain	2174120 07/13/98	2174120 01/20/99

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PETMATE 26938/68442	Spain	2174126 07/13/98	2174126 01/20/99
PETMATE 26938/68443	Spain	2174127 07/13/98	2174127 01/20/99
PETMATE 26938/67961	Sweden	98-04957 06/23/98	336739 04/20/00
PETMATE 26938/68434	Switzerland	5580/1998 07/08/98	462316 06/17/99
A STRONG CASE FOR QUALITY 26938/73840	United States	75/814,104 10/04/99	2,442,159 04/10/01
AVIATOR 26938/69491	United States	75/369,632 10/07/97	2,273,490 08/31/99
BALL A BOUT 26938/69031	United States	74/675,015 05/16/95	2,031,072 01/14/97
BARNEY 26938/69330	United States	74/386,127 04/29/93	2,012,169 10/29/96
BARNHOME 26938/83442	United States	76/442,510 08/22/02	2,729,002 06/24/03
BAT N BOBBLE 26938/69027	United States	75/022,797 11/21/95	2,046,677 03/18/97
BAUX'R 26938/69304	United States	74/717,538 08/18/95	1,993,366 08/13/96
BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE 26938/71644	United States	75/652,356 03/02/99	2,407,856 11/28/00
BOW GUARD 26938/69024	United States	73/740,112 07/15/88	1,537,489 05/02/89
BRIK HAUZ 26938/69303	United States	74/386,461 04/29/93	1,904,998 07/11/95
CABIN KENNEL 26938/69238	United States	73/418,427 03/23/83	1,315,778 01/22/85
CAMERA GUARD 26938/69239	United States	74/125,315 12/20/90	1,779,511 06/29/93
CAMPMATE 26938/81840	United States	76/349,865 12/17/01	2,718,042 05/20/03
COOL FLOW 26938/81751	United States	76/343,916 11/30/01	2,719,997 05/27/03
COUNTRY BARN 26938/84258	United States	76/478,727 12/20/02	
COUNTRY VILLA 26938/00010	United States	76/543,917 08/29/03	

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CRASH PAD 26938/66641	United States	75/363,588 09/26/97	2,201,400 11/03/98
CRAZY CIRCLE 26938/66639	United States	74/064,945 06/01/90	1,678,128 03/03/92
CRITTER CORRAL 26938/66640	United States	75/367,961 10/03/97	2,214,330 12/29/98
CRYSTAL FRESH 26938/73982	United States	75/814106 10/04/99	2,513,272 11/27/01
DOGLOO 26938/69326	United States	73/686,269 09/25/87	1,526,929 02/28/89
DOGLOO DESIGN 26937/69346	United States	73/819,087 08/14/89	1,631,630 01/15/91
DOGLOO II DESIGN 26937/69261	United States	74/581,791 10/04/94	2,074,208 06/24/97
DOMEHOME 26938/79195	United States	76/227,469 03/20/01	2,650,469 11/12/02
DOSKOCIL 26938/69277	United States	75/032,730 12/14/95	2,110,314 11/04/97
DOSKOCIL & design 26938/68974	United States	75/032,309 12/14/95	2,076,979 07/08/97
DOSKOCIL A STRONG CASE FOR QUALITY & design 26938/68967	United States	75/032,320 12/14/95	2,019,221 11/26/96
DOSKOSPORT & design 26938/82052	United States	76/393,006 04/08/02	
DRI-LOC 26938/65837	United States	75/108,039 5/22/96	2,631,988 10/08/02
FIELD LOCKER 26938/69032	United States	74/574,393 09/15/94	1,962,851 03/19/96
FOUR SEASONS CLASSIC	United States	75/556,144 09/21/98	2,389,170 09/26/00
FRESH FLOW 26938/80377	United States	76/267,807 06/06/01	2,719,892 05/27/03
FURRARRI 26938/69334	United States	74/340,727 12/17/92	1,842,378 06/28/94
FURRARI FLYER 26938/73841	United States	75/814,105 10/04/99	2,686,946 02/11/03
FURRARRI DESIGN 26937/66718	United States	74/463,797 11/29/93	2,378,211 08/15/00
GOLF GUARD 26938/68979	United States	74/400,208 06/10/93	1,891,771 04/25/95
GUN GUARD 26938/82360	United States	76/381,768 03/12/02	2,757,268 08/26/03

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GUN GUARD 26938/69039	United States	73/026,999 07/17/74	1,026,167 12/02/75
GUN GUARD ATV FIELD CASE 26938/82783	United States	76/422,432 06/19/02	
HAPPIER PETS BY DESIGN	United States	75/489,289 05/21/98	2,369,256 07/18/00
HOMESTEAD 26938/69255	United States	75/165,529 09/11/96	2,145,448 03/17/98
INDIGO 26938/69324	United States	74/717,536 08/18/95	2,058,702 05/06/97
INDIGO DESIGN 26937/69262	United States	74,561,468 08/16/94	2,034,161 01/28/97
INNOVATOR 26938/69333	United States	74/344,809 12/30/92	1,873,300 01/10/95
INNOVATOR & DESIGN 26937/66717	United States	74/463,796 11/29/93	2,358,751 06/13/00
K9 KABIN 26938/69399	United States	75/556,143 09/21/98	2,365,765 07/11/00
KENNEL CAB 26938/69033	United States	73/424,335 05/03/83	1,318,126 02/05/85
KENNEL UP 26938/79414	United States	76/226,885 03/15/01	2,510,384 11/20/01
KITTY FUN HAUZ 26938/80378	United States	76/267,810 06/06/01	2,664,430 12/17/02
LE BISTRO 26938/69500	United States	75/242,288 02/14/97	2,187,256 09/08/98
MISCELLANEOUS DESIGN (petmate cat & dog logo) 26938/68972	United States	74/714,156 08/11/95	2,042,828 03/11/97
PEEK 'N PAW 26938/66645	United States	75/388,044 11/11/97	2,208,975 12/08/98
PEEK 'N PLAY 26938/66646	United States	75/388,045 11/11/97	2,208,976 12/08/98
PERFORMA 26938/84452	United States	76/482,368 01/16/03	
PET CAB 26938/69237	United States	75/105,974 05/16/96	2,109,928 10/28/97
PET ESCORT 26938/69236	United States	75/101,829 05/09/96	2,042,064 03/04/97
PET PORTER 26938/79340	United States	76/222,936 03/12/01	2,597,541 07/23/02
PET PORTER (stylized) 26938/69243	United States	73/424,333 03/03/83	1,305,901 11/20/84
PET TAXI	United States	76/222,935	2,630,666

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26938/79341		03/12/01	10/08/02
PET TAXI 26938/69034	United States	73/424,334 03/03/83	1,346,155 07/02/85
PETBARN 26938/83443	United States	76/437,870 08/05/02	2,588,690 02/18/03
PETDOME 26938/83171	United States	76/430,934 07/09/02	
PETDOME HOME DESIGN 26937/64629	United States	75/464,232 04/08/98	2,353,122 05/30/00
PET MAT (product configuration) 26937/69345	United States	74/051,439 4/23/90	1,637,628 3/12/91
PETMATE & Design 26938/68972	United States	74/714,156 08/11/95	2,042,828 03/11/97
PETMATE 26938/67968	United States	74/714,183 07/11/95	2,042,829 03/11/97
PETMATE 26938/66464	United States	75/652,357 03/02/99	2,368,076 07/18/00
PET-MATE 26938/68975	United States	73/496,593 08/27/84	1,371,337 11/19/85
PETMATE (logo) 26938/66521	United States	75/489,250 05/21/98	2,369,255 07/18/00
PETMATE CAFÉ 26938/81753	United States	76/411,404 05/16/02	2,697,708 03/18/03
PETPORT 26938/73980	United States	75/814,102 10/04/99	2,426,554 02/06/01
PURRFORMA 26938/00007	United States	76/526,532 06/23/03	
RUFF HAUZ 26938/69305	United States	74/140,440 02/19/91	1,791,632 09/07/93
S & Design 26938/69257	United States	75/222,601 01/08/97	2,137,001 02/17/98
S & Design 26938/66635	United States	75/216,661 12/20/96	2,158,407 05/19/98
SEAL-TIGHT 269438/69035	United States	74/334,628 11/25/92	1,838,387 05/31/94
SKY KENNEL 26938/69244	United States	72/405,189 10/15/71	950176 01/09/73
SNUGGYLOO 26938/69344	United States	74/064,936 06/01/90	1,730,342 11/03/92
SPECTRACOOOL 26938/66634	United States	75/287,318 05/06/97	2,225,082 02/23/99
SPECTRAGLIDE 26938/66633	United States	75/287,324 05/06/97	2,238,115 04/13/99

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STONEDOME	United States	76/430,933 07/10/02	
TIP N TOTTER 26938/69030	United States	75/021,900 11/20/95	2,048,354 03/25/97
VARI KENNEL 26938/69025	United States	73/818,249 08/10/89	1,585,672 03/06/90
WOODSTONE MANOR 26938/69256	United States	75/165,511 09/11/96	2,131,342 01/20/98
DOGLOO 26938/69835	Uruguay	284298 01/23/96	284298 06/16/97
BARNHOME 26938/83896	Venezuela	2003-004584 04/23/03	
PETBARN 26938/83873	Venezuela	2003-004583 04/23/03	

SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

<u>Title</u>	<u>Patent No./Application No.</u>	<u>Filing Issue Date</u>
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[See Attached]

PATENT SCHEDULE FOR GRANT

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D289,970	Handle	USA	7/1/1985	5/26/1987
D300,583	Storage Case	USA	6/1/1985	4/11/1989
D300,965	Cat Litter Box	USA	6/12/1987	5/2/1989
D300,966	Cat Litter Box	USA	6/12/1987	5/2/1989
D300,967	Cat Litter Box	USA	6/12/1987	5/2/1989
D300,968	Cat Litter Box	USA	6/12/1987	5/2/1989
D308,429	Portable Pet Carrier	USA	10/26/1988	6/5/1990
D312,333	Portable Pet Kennel	USA	9/28/1987	11/20/1990
D313,486	Pet Dish	USA	9/22/1988	1/1/1991
D313,487	Pet Dish	USA	9/22/1988	1/1/1991
D313,488	Pet Dish	USA	9/22/1988	1/1/1991
D313,489	Pet Dish	USA	9/22/1988	1/1/1991
D314,251	Portable Pet Kennel	USA	9/28/1987	1/29/1991
D320,113	Gun Case	USA	4/6/1989	9/24/1991
D330,098	Pet Feeder	USA	5/31/1990	10/6/1992
D335,553	Toy for Entertaining a Cat	USA	1/7/1992	5/11/1993
D335,554	Toy for Entertaining a Cat	USA	1/7/1992	5/11/1993
D335,764	Camera Case	USA	10/7/1991	5/25/1993
D335,765	Camera Case	USA	10/7/1991	5/25/1993
D336,984	Rifle Case	USA	8/23/1991	7/6/1993

LA1:1029856.3
LA1:1029897.1

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REEL: 002885 FRAME: 0401

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D341,449 (26937-00013)	Pet Dish	USA	9/22/1988	11/16/1993
D347,322	Gun Case	USA	10/14/1992	5/31/1994
D347,497	Litter Scoop	USA	5/25/1993	5/31/1994
D349,402	Golf Bag Case	USA	3/13/1993	8/9/1994
D349,980	Pet House	USA	3/9/1993	8/23/1994
D350,841	Pet Feeder	USA	6/1/1993	9/20/1994
D350,842	Pet Waterer	USA	3/30/1993	9/20/1994
D351,688	Kennel Door	USA	1/14/1993	10/18/1994
D351,689	Pet Feeder	USA	3/30/1993	10/18/1994
D353,029	Feline Domicile	USA	7/30/1993	11/29/1994
D353,048	Storage Case	USA	9/9/1993	12/6/1994
D355,057	Feline Scratching Post	USA	7/15/1993	1/31/1995
D358,254	Bow Case	USA	12/1/1993	5/16/1995
D358,255	Rifle Case	USA	10/15/1993	5/16/1995
D360,709	Doghouse	USA	6/1/1994	7/25/1995
D361,175	Feline Litter Pan	USA	5/25/1994	8/8/1995
D361,876	Feline Scratching Post	USA	7/15/1993	8/29/1995
D364,712	Pet Kennel	USA	6/1/1994	11/28/1995
D364,942	Pet Feeder	USA	5/25/1994	12/5/1995
D366,736	Stump Dog House	USA	11/14/1994	1/30/1996
D367,380	Firearm Storage Cabinet	USA	1/13/1994	2/27/1996

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D367,732	Vented Pet Kennel	USA	1/1/1994	3/5/1996
D367,733	Pet Carrier	USA	1/18/1994	3/5/1996
D367,734	Combined Kennel Door and Latch	USA	6/1/1994	3/5/1996
D367,735	Combined Feeder and Waterer	USA	6/1/1994	3/5/1996
D368,636	Handle	USA	6/1/1994	4/9/1996
D374,510	Pet Carrier	USA	1/18/1994	10/8/1996
D377,863	Hanging Storage Case	USA	1/18/1995	2/11/1997
D406,926 (26937-69616)	Water Dispenser for a Pet	USA	5/6/1998	3/16/1999
D406,924 (26937-69617)	Food Dispenser for a Pet	USA	5/6/1998	3/16/1999
D420,470 (26937-67844)	Knock-Down Dog House	USA	6/23/1998	2/8/2000
D435,147 (26937-68009)	Nestable Soft Pet Bed	USA	4/14/1999	12/12/2000
D456,569 (26937-80208)	Continuous Flow Watering Device for Pets	USA	6/5/2001	4/30/2002
D465,921 (26937-81932)	Portable Storage Container	USA	1/28/2002	11/26/2002
D472,021 (26937-83403)	Small Fresh Flow Bowl Design (Pet Dish)	USA	8/16/2002	3/18/2003
D471,677 (26937-83404)	Large Fresh Flow Bowl Design (Pet Dish)	USA	8/16/2002	3/11/2003
D472,350 (26937-83405)	Pet Feeder Design	USA	9/24/2002	3/25/2003

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D481,833 (26937-83522)	Top Paw Pet House	USA	10/21/2002	11/04/2003
29/169,416 (26937-83523)	Barney 2 Pet House	USA	10/21/2002	
D475,196 (26937-83524)	Bow Case Design	USA	11/4/2002	6/3/2003
D471,676 (26937-82196)	Pet Kennel (Cab) Design	USA	4/19/2002	3/11/2003
D470,628 (26937-82197)	Pet Kennel (Taxi) Design	USA	4/19/2002	2/18/2003
D457,692 (26937-80324)	Pet Waterer Design	USA	6/5/2001	5/21/2002
D361,175	Feline Litter Pan	USA	5/25/94	8/8/95
D367,735	Combined Feeder and Waterer	USA	6/1/94	3/5/96
D346,246	Pet Bed	USA	12/2/92	4/19/94
D338,284	Pet Bed	USA	7/31/91	8/10/93
D422,754	Pet Tower	USA	5/13/98	4/11/00
D328,162	Pet Bed or Similar Article	USA	7/31/91	7/21/92
D327,341	Pet Bed or Similar Article	USA	7/31/91	6/23/92
D327,340	Pet Bed or Similar Article	USA	7/31/91	6/23/92
D326,740	Pet Bed or Similar Article	USA	7/31/91	6/2/92
1,163,961 (26937-81462)	Continuous Flow Watering Device for	Japan	12/4/2001	11/29/2003

S.N./Patent No.	Title	Country	Filing Date	Issue Date
	Pets			
152913 (26937-81463)	Continuous Flow Watering Device for Pets	Spain	12/4/2001	
RM01-000277 (26937-81464)	Continuous Flow Watering Device for Pets	Italy	12/3/2001	
40110002.2 (26937-81465)	Continuous Flow Watering Device for Pets	Germany	11/9/2001	5/21/2002
16597 (26937-81466)	Continuous Flow Watering Device for Pets	France	11/12/2001	3/15/2002
33923-03 (26937-81467)	Continuous Flow Watering Device for Pets	Benelux	11/8/2001	6/21/2002
30648 (26937-81482)	Continuous Flow Watering Device for Pets	Portugal	11/28/2001	9/25/2002
1,159,896 (26937-81469)	Pet Waterer	Japan	12/4/2001	10/11/2002
152912 (26937-81470)	Pet Waterer	Spain	12/4/2001	5/26/2003
RM01-000278 (26937-81471)	Pet Waterer	Italy	12/3/2001	
40110003 (26937-81472)	Pet Waterer	Germany	11/9/2001	5/21/2002
16596 (26937-81473)	Pet Waterer	France	11/12/2001	3/15/2002
33923-02 (26937-81474)	Pet Waterer	Benelux	11/8/2001	6/21/2002

S.N./Patent No.	Title	Country	Filing Date	Issue Date
30649 (26937-81483)	Pet Waterer	Portugal	11/28/2001	12/20/2002
D457,275 (26937-80325)	Pet Food Dispenser	USA	6/5/2001	5/14/2002
1,159,758 (26937-81476)	Pet Food Dispenser	Japan	12/4/2001	10/11/2002
152914 (26937-81477)	Pet Food Dispenser	Spain	12/4/2001	
RM01/000276 (26937-81478)	Pet Food Dispenser	Italy	12/3/2001	
40110001.4 (26937-81479)	Pet Food Dispenser	Germany	11/9/2001	5/21/2002
16598 (26937-81480)	Pet Food Dispenser	France	11/12/2001	3/15/2002
33923-01 (26937-81481)	Pet Food Dispense	Benelux	11/8/2001	6/21/2002
30650 (26937-81484)	Pet Food Dispenser	Portugal	11/28/2001	9/25/2002
29/159,533 (26937-82198)	Surface Pattern for Wire Cage Design	USA	4/24/2002	
402 08 728.3 (26937-83947)	Pet Kennel Cab Design	Germany	10/16/2002	01/14/2003
3007834 (26937-83948)	Pet Kennel Cab Design	United Kingdom	10/17/2002	01/08/2003
02 6342 (26937-83949)	Pet Kennel Cab Design	France	10/18/2002	01/31/2003
151261 (26937-83950)	Pet Kennel Cab Design	Australia	10/17/2002	03/27/2003
151973 (26937-84670)	Pet Kennel Cab Design (Divisional)	Australia	03/18/2002	06/06/2003

S.N./Patent No.	Title	Country	Filing Date	Issue Date
1,176,235 (26937-83951)	Pet Kennel Cab Design	Japan	10/21/2002	4/18/2003
1,173,642 (26937-84008)	Pet Kennel Cab Design - (Divisional)	Japan	10/21/2002	3/20/2003
29/176,397 (26937-84746)	Automatic Cat Litter Box	USA	2/21/2003	
29/176,429 (26937-84747)	Hood for Automatic Cat Litter Box	USA	2/21/2003	
2832/03 (26937-84915)	Cat Litter Box	Australa	08/20/2003	
1,189,337 (26937-84916)	Cat Litter Box	Japan	04/15/2003	09/12/2003
000019146-0001 000019146-0002 (26937-84917)	Cat Litter Box & Hood	EPC	04/8/2003	08/05/2003
2833/03 (26937-84931)	Hood for Cat Litter Box	Australia	08/20/2003	
1,189,336 (26937-84932)	Hood for Cat Litter Box	Japan	04/15/2003	09/12/2003
29/19769 (26937-00002)	Pet Dish	USA	10/15/2003	
29/19768 (26937-00011)	Pet Dish	USA	10/15/2003	
4,930,819 (26937-68488)	Latching Mechanism	USA	5/20/1988	6/5/1990
4,962,729 (26937-70119)	Insulated Shelter For Pet Animals and Method of Manufacture Thereof	USA	1/19/1990	10/16/1990
5,071,176	Kennel Latch	USA	3/19/1991	12/10/1991

S.N./Patent No.	Title	Country	Filing Date	Issue Date
(26937-81616)				
5,499,850 (26937-74814)	Kennel Door Latch	USA	6/1/1994	3/19/1996
5,964,189 (26937-59812)	Multi-Level Pet House	USA	7/13/1997	10/12/1999
6,192,834 (26937-65746)	Collapsible Cage	USA	2/10/1999	2/27/2001
6,196,157 (26937-67693)	Nestable Soft Pet Bed	USA	4/14/1999	3/6/2001
6,460,483 (26937-80165)	Continuous Flow Watering Device for Pets	USA	6/5/2001	10/8/2002
6,622,657 (26937-83317)	Continuous Flow Watering Device for Pets (CIP)	USA	8/23/2002	9/23/2003
6,378,460 (26937-80326)	Nestable Pet Food Dispensers	USA	6/5/2001	4/30/2002
6,477,981 (26937-80940)	Pet Feeder Including a Safety Restriction Device	USA	10/9/2001	11/12/2002
2002-164464 (26937-81486)	Nestable Pet Food Dispensers	Japan	6/5/2002	
2992-164463 (26937-81489)	Continuous Flow Watering Device for Pets	Japan	6/5/2002	
1128452.8 (26937-81490)	Continuous Flow Watering Device for Pets	EPC	12/5/2001	

S.N./Patent No.	Title	Country	Filing Date	Issue Date
10/061,729 (26937-81914)	Gun Storage Security Container	USA	1/31/2002	
10/136,677 (26937-82199)	Rounded Corner Wire Cage Kennel (Allowed)	USA	5/1/2002	
6,571,740 (26937-82200)	Kennel Cab (Redesigned)	USA	9/23/2002	6/3/2003
6,619,768 (26937-82201)	Portable Storage Container	USA	2/28/2002	9/16/2003
6,581,545 (26937-82202)	Soft Sided Kennel Cover	USA	6/6/2002	6/24/2003
10/294,733 (26937-83407)	Fresh Flow Electronic Feeder	USA	11/15/2002	
10/294,730 (26937-83504)	Low Profile Kennel Latch	USA	11/15/2002	
10/061,729 (26937-83505)	Gun Storage Security Container (Continuation-in-Part)	USA	10/22/2002	
10/298,050 (26937-83507)	Gravity Feeder	USA	11/18/2002	
10/287,573 (26937-83525)	Bow Case	USA	11/4/2002	
10/418,071 (26937-84006)	Pet Cushion Cover (Allowed)	USA	04/18/2003	
10/372,489 (26937-84356)	Automatic Cat Litter Box (non-provisional)	USA	02/21/2003	
2003203719 (26937-84928)	Automatic Cat Litter Box	Australia	04/15/2003	

S.N./Patent No.	Title	Country	Filing Date	Issue Date
03007995.8 (26937-84926)	Automatic Cat Litter Box	EPC	04/10/2003	
2003-114117 (26937-84927)	Automatic Cat Litter Box	Japan	04/18/2003	
10/455,843 (26937-00003)	Stackable Pet Shelter	USA	06/06/2003	
03018671.2 (26937-00009)	Kennel Cab	EPC	08/21/2003	
5,960,739 (26937-70146)	Bed for Animals (purchased from Duracor)	USA	10/27/1997	10/5/1999
10/671665 (26937-00001)	Pet Dish with Thumb Tab	USA	09/29/2003	
4,576,307	Separable elements held together by a sliding latch	USA	4/15/84	3/18/86
5,787,839	Multiple Compartment Travel Food Container Apparatus	USA	11/14/95	8/4/98
6,622,657	Continuous Flow Watering Device for Pets	USA	6/5/01	9/23/03
4,522,150	Cat Litter Disposal Housing	USA	06/12/84	6/11/85
5,782,202	Automatic Watering Dish	USA	04/03/95	7/21/98

SCHEDULE C
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Permitted Licenses

None