TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aspen Pet Products, Inc.		01/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent for Revolving, Term A & Term B Lenders
Street Address:	55 S. Lake Ave., Suite 900
Internal Address:	Attn: Doskocil Acct Officer
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	2620489	ALPEN
Registration Number:	2159992	ASPEN PET
Registration Number:	2196983	ASPEN PET PRODUCTS
Registration Number:	2372308	BANANA PET
Registration Number:	2249682	BOODA
Registration Number:	1797843	BOODA BONE
Registration Number:	2805330	BOODA DOME
Registration Number:	2160067	BOODA VELVETS
Registration Number:	1715861	BOODABOX
Registration Number:	2575885	BRETON FARMS
Registration Number:	2544806	BUCKAROO!
Registration Number:	2314796	CASHMERE
Registration Number:	2712696	CIDER MILL

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Registration Number:	2624050	CIDER MILL
Registration Number:	2609342	DASHING DOGS
Registration Number:	2619134	EASYTURN
Registration Number:	2267420	FRESH 'N FLOSS
Registration Number:	2831016	HANDCRAFTED WITH USA HIDES SINCE 1963
Registration Number:	2614711	KNOTTY BONE
Registration Number:	1896157	LOOK
Registration Number:	2974526	NUMMIES
Registration Number:	2795628	QUIRKIES
Registration Number:	2604265	SAFETY GLO
Registration Number:	2609341	SAFETYFLECT
Registration Number:	1380490	SAND CASTLE
Registration Number:	2943073	SMACKLEPUFFS
Registration Number:	2624847	SNUFFY'S
Registration Number:	2609340	SNUFFY'S PREMIUM RAWHIDE
Registration Number:	1662592	SOFT BITE FLOPPY DISC
Registration Number:	2668987	SQUATTERS
Registration Number:	1693794	ULTRA CLUMP
Registration Number:	2230165	ULTRA CLUMP
Registration Number:	2312524	VITARX
Registration Number:	1718516	VOLCANITE
Registration Number:	2721988	WALKABOUT
Registration Number:	2563580	WAY TO GO!
Registration Number:	2858678	CHILL-A-BOWL
Registration Number:	2199153	KITTY KLEAN SNUFFY'S
Registration Number:	2909291	PUP-RRR-MINT
Registration Number:	2795030	TALK TO ME
Registration Number:	2632991	TALK TO ME BABY BALL
Registration Number:	2805464	TALK TO ME PET TAG
Registration Number:	2499157	TALK TO ME TREAT BALL
Serial Number:	78506576	CATAPOUNCERS
Serial Number:	78669649	COMFORT CHAIN
Serial Number:	78630406	COMIC RELIEF
Serial Number:	78630411	DINO DOTS
Serial Number:	78669700	DOGGONE SONGS

Serial Number:	76365184	DOUBLE CHEW
Serial Number:	78735540	FLOPPY FISH
Serial Number:	78669659	GATO DEL SOL
Serial Number:	78471127	GOOGLES
Serial Number:	78471113	GRANDMA'S KITCHEN
Serial Number:	78735641	HOUSEKEEPER
Serial Number:	78735510	KITTY BEANS
Serial Number:	78343761	KITTY KLEAN
Serial Number:	78650898	MIGHTY LINK
Serial Number:	78496506	ORIGINAL VELVET
Serial Number:	78471730	PAWPERS
Serial Number:	78669664	SENIOR COMFORT
Serial Number:	78630356	SMARTPADS
Serial Number:	78735528	SPARCAT
Serial Number:	78630393	TRIPLE PLAY
Serial Number:	78735593	TUFF PLUSH
Serial Number:	78545406	TURBODISC
Serial Number:	78496509	VELVET BIMPLE
Serial Number:	78496513	VELVET CASHMERE
Serial Number:	78496517	VELVET FRESH 'N BRITE
Serial Number:	78496523	VELVET GNARLY
Serial Number:	78496528	VELVET KNOBBY
Serial Number:	78496532	VELVETS
Serial Number:	78735548	WACKY BALL
Serial Number:	78494335	KITTY ROYALE
Serial Number:	78494326	MUTTZ-RRR-ELLA
Serial Number:	78548135	RUFF-ALO WINGS
Serial Number:	76298585	TALK TO ME TREATBONE
Serial Number:	78496516	VELVET DENTAL BRITE
Serial Number:	78735573	WACKY SACK

CORRESPONDENCE DATA

Fax Number: (213)443-2926

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP
Address Line 1:	333 S. Hope St., 48th Floor
Address Line 2:	Attn: J. Cravitz
Address Line 4:	Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	04/25/2006

Total Attachments: 48
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AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2006, is entered into by and among each of the Persons listed on the signature pages hereto (each a "Debtor" and collectively "Debtors"), and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as agent ("Agent") for itself and the Secured Party (as defined below), having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101, with reference to the following facts:

RECITALS

A. Doskocil Manufacturing Company, Inc., a Texas corporation ("Borrower"), previously executed a Trademark and Patent Security Agreement, dated December 30, 2003, in favor of Secured Party (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Security Agreement").

B. The lenders party thereto (collectively, the "Lenders") and Bank of America, as agent for itself, the Term Loan B Agent and the Lenders, and Ableco Finance LLC, as Term Loan B Agent have entered into financing arrangements with Borrower, pursuant to an Amended and Restated 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").

C. In connection with the Loan Agreement, Aspen Pet Products Holdings, Inc., a Delaware corporation ("Aspen Holdings") and Aspen Pet Products, Inc., a Delaware corporation ("Aspen", and collectively with Aspen Holdings and any other party which may become a party thereto, "Guarantors") entered into that certain Guaranty of even date herewith, in favor of Agent for the benefit of Secured Party (as defined below) (as amended, restated, supplemented or otherwise modified, the "Guaranty").

D. As a condition of the availability of such financing arrangements, Debtors are required to enter into this Agreement to grant security interests to the Secured Party as herein provided.

E. This Agreement amends and restates in its entirety (but without novation) the Existing Security Agreement.

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

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1. DEFINITIONS. 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. The following terms shall have the meanings respectively set forth after each:

"Intellectual Property Collateral" means (a) all of Debtors' now existing or hereafter acquired right, title, and interest in and to: all of Debtors' 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 Debtors' now existing or hereafter acquired right, title and interest in and to: all of Debtors' 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 Debtors against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto.

"Secured Party" means (a) Agent for itself and/or acting on behalf of the Revolving Loan Lenders and the Term Loan A Lenders, and (b) Agent acting on behalf of the Term Loan B Agent and the Term Loan B Lenders. Subject to the terms of the Loan Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Agent.

"Secured Revolving Credit and Term Loan A Obligations" means, (a) as to Borrower, all Revolving Credit and Term Loan A Obligations of Borrower to Secured Party under the Loan Documents, and (b) as to each Guarantor, all Guarantied Revolving Credit and Term Loan A Obligations (as defined in the Guaranty) of such Guarantor to Secured Party under the Guaranty, including without limitation, as set forth in Section 2 (a) of the Guaranty, all whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Debtor.

"Secured Term Loan B Obligations" means, (a) as to Borrower, all Term Loan B Obligations of Borrower to Secured Party under the Loan Documents, and (b) as to each Guarantor, all Guarantied Term Loan B Obligations (as defined in the Guaranty) of such Guarantor to Secured Party under the Guaranty, including without limitation, as set forth in

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Section 2 (b) of the Guaranty, all whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Debtor.

2. SECURITY INTEREST

A. Security Interest in Intellectual Property Collateral Granted to Agent, the Revolving Loan Lenders, and the Term Loan A Lenders. In order to secure the prompt and indefeasible payment and performance of the Secured Revolving Credit and Term Loan A Obligations, each Debtor hereby grants to Secured Party (as defined in subsection (a) of such definition), a security interest in the Intellectual Property Collateral.

B. Security Interest in Intellectual Property Collateral Granted to Term Loan B Agent and the Term Loan B Lenders. In order to secure the prompt and indefeasible payment and performance of the Secured Term Loan B Obligations, each Debtor hereby grants to Secured Party (as defined in subsection (b) of such definition), a security interest in the Intellectual Property Collateral.

C. Separate Grants of Security and Separate Classification. By accepting the benefits of this Agreement, Agent, on behalf of itself, the Revolving Loan Lenders, and the Term Loan A Lenders, and Term Loan B Agent, on behalf itself and the Term Loan B Lenders, acknowledge and agree that the grants of Liens pursuant to this Agreement and the similar grants of Liens set forth in favor of the holders of the Revolving Credit and Term Loan A Obligations and the Term Loan B Obligations in the other Loan Documents constitute two separate and distinct grants of Liens; and agree to the provisions of Section 6.5 of the Loan Agreement, as applicable to this Agreement.

3. WARRANTIES AND COVENANTS

Each 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 Borrower 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 Intellectual Property Collateral is valid and subsisting in full force and effect to such Debtor's knowledge, and such Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Each Debtor will, at such Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Intellectual Property Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications. The Intellectual Property 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.

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B. Debtors 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 Debtors), except to Secured Party, or otherwise dispose of any of the Intellectual Property Collateral without the prior written consent of Secured Party except as permitted by the Loan Agreement.

C. Each Debtor will, at such 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 Intellectual Property Collateral granted hereunder or to otherwise further the provisions of this Agreement. Each Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Intellectual Property Collateral. Each 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. Each 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 Intellectual Property 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 any Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Intellectual Property Collateral, defend, protect, record, amend or enforce the Obligations, the Intellectual Property 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. Debtors will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Borrower 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, Debtors do 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. Each Debtor shall notify Secured Party in writing of the filing of any application by such Debtor 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, Debtors shall execute and deliver to Secured Party any and

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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. Debtors have not abandoned any of the Trademarks or Patents material to the conduct of its business and Debtors 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. Each Debtor shall notify Secured Party immediately if such 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. Each 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 such Debtor's business as such 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. Each Debtor will promptly notify Secured Party if such 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, such Debtor, at such 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 such Debtor's business.

K. Each 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. Each Debtor hereby grants to Secured Party the right to visit such 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, Debtors, except as such notice or consent is expressly provided for hereunder or under the Loan Agreement and except as otherwise provided by applicable law.

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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 Debtors or any Subsidiary of Debtors.

B. Secured Party may grant such license or licenses relating to the Intellectual Property 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 Intellectual Property Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtors with ten days prior written notice of any proposed disposition of the Intellectual Property Collateral. Secured Party shall have the power to buy the Intellectual Property 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, Debtors 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 Intellectual Property Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtors, 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. Each Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Intellectual Property Collateral of such Debtor, 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 Intellectual Property 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. Debtors shall remain liable to Secured Party and Lenders for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtors 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 Intellectual Property Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, each Debtor shall supply to Secured Party or Secured Party's designee such Debtor's knowledge and

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expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and such 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 Debtors 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 Debtors, 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. The Debtors hereby appoint Borrower as their authorized agent to receive any notices, requests or demands.

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.

G. Each Debtor hereby acknowledges and agrees that the waiver and consents, including without limitation any suretyship waivers, agreed to by the

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Aspen Pet Products, Inc. and Aspen Pet Products Holdings, Inc. in that certain Guaranty of even date herewith in favor of Secured Party shall be apply to this Agreement.

6. AMENDMENT AND RESTATEMENT OF EXISTING SECURITY AGREEMENT. This Agreement constitutes an amendment and restatement of the Existing Security Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of the Obligations or any other obligations owing to Agent, Term Loan B Agent or the Lenders under the Existing Security Agreement or any other existing original Loan Document.

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

DEBTORS:

DOSKOCIL MANUFACTURING COMPANY, INC., a Texas corporation

By: Susan Bichman
Name: Susan Bichman
Title: Executive Vice President & CFO

ASPEN PET PRODUCTS HOLDINGS, INC., a Delaware corporation

By: Susan Bichman
Name: Susan Bichman
Title: Executive Vice President

ASPEN PET PRODUCTS, INC., a Delaware corporation

By: Susan Bichman
Name: Susan Bichman
Title: Executive Vice President

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SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent for itself and Secured Party

By: _____
Name: Blair L. Masters
Title: VP

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EXHIBIT 1

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that _____ _____ (hereinafter "Debtor") hereby appoints and constitutes BANK OF AMERICA, N.A. ("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 an Amended and Restated Trademark and Patent Security Agreement between Debtor and certain of its affiliates 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 January __, 2006.

DEBTOR:

_____,
a _____ corporation

By: _____
Name: _____
Title: _____

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SCHEDULE A
to
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

Borrower's trademarks:

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 10/18/00
BARNHOME 26938/71443	Australia	929236 10/02/02	929236 06/24/03
COUNTRY BARN 26938/00002	Australia	952927 05/06/03	952927 11/03/03
DOGLOO 26938/69486	Australia	754958 02/11/98	754958 09/25/98
DOMEHOME 26938/71352	Australia	782705 01/11/99	782705 02/25/00
K9 KABIN 26938/71204	Australia	784650 02/04/99	784650 06/25/99
PETBARN 26938/83877	Australia	929237 10/02/02	929237 06/24/03
PETMATE 26938/66644	Australia	702178 02/09/96	702178 05/15/98
PETMATE (logo) 26938/66716	Australia	702179 02/09/96	702179 04/08/97
PETMATE (Ramp & Step) (26938/00067)	Australia	1078554 10/03/05	
PETMATE POP-UP (26938/00073)	Australia	1078555 10/03/05	
POP N GO (26938/00070)	Australia	1078556 10/03/05	

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 26938/68421.02	Benelux	078991 12/09/92	0522918 12/09/92
PETMATE 26938/68421	Benelux	918928 07/02/98	0653652 02/01/00
PETMATE (stylized) 26938/68421.03	Benelux	798611 06/09/93	0534742 06/09/93
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 26938/69638	Brazil	821030086 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	603,326 02/26/04
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
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
KENNEL EXPRESS (26938/00063)	Canada	1,277,953 11/01/05	
KIBBLE KEEPER 26938/00061	Canada	1,200,667 12/31/03	
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
PETBARN 26938/71518	Canada	1160988 12/03/02	603,232 02/25/04

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
PETMATE 26938/66715	Canada	70006800 03/02/92	TMA0409575 03/12/93
PURRFORMA 26938/00008	Canada	1181544 06/16/03	TMA 643,968 07/11/05
RUFF HAUZ 26938/71549	Canada	1108430 07/30/03	TMA586,269 07/30/03
STYLETTE and Design 26938/00060	Canada	711,308 08/19/92	TMA421,548 12/24/97
X2 Logo (26938-00078)	Canada		
DOGLOO 26938/00016	Chile	405368 02/10/98	553317 11/17/99
DOGLOO 26938/00018	Chile	405366 02/10/98	586253 12/27/00
DOMEHOME 26938/71354	Chile	437526 01/12/99	545390 07/29/99
DOSKOSIL 26938/00023	Chile	403946 01/26/98	522971 09/30/98
DOSKOSIL 26938/00022	Chile	403947 01/26/98	522972 09/30/98
DOSKOSIL 26938/00021	Chile	403948 01/26/98	522973 09/30/98
DOSKOSIL 26938/00020	Chile	403949 01/26/98	522974 08/30/98
DOSKOSIL 26938/00019	Chile	403950 01/26/98	522975 09/30/98
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 26938/69782	Chile	4265153 09/03/98	534116 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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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	23601-03 06/10/03
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	3160322 08/03/05
DOGLOO 26938/69490	European Community	000538538 05/20/97	000538538 06/19/00
DOGLOO Design (igloo design) 26937/69489	European Community	000538561 05/20/97	000538561 02/09/99
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
PETMATE (Ramp & Step) (26938/00065)	European Community	004663027 09/30/05	
PETMATE POP-UP (26938/00071)	European Community	004662896 09/30/05	
POP N GO (26938/00068)	European Community	004662912 09/30/05	
PURRFORMA 26938/00009	European Community	3232196 06/19/03	003232196 12/07/04
RUFF HAUZ 26938/71551	European Community	002239929 05/31/01	002239929 11/13/02
X2 Logo (26938-00077)	European Community		
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	148336 07/19/04
PETBARN 26938/83875	Greece	148337 11/19/02	148337 07/19/04

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 26938/68421.04	International Madrid Convention Germany France	522918 09/12/92	603318 06/09/93
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
BISTRO (26938/00024)	Japan	60-5877 01/26/85	270481 03/31/95
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	4725211 11/07/03
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 26938/69279	Japan	99054/93 09/29/93	3258359 02/24/97
DOSKOCIL, A STRONG CASE FOR QUALITY & design 26938/69270	Japan	99051/93 09/29/93	3307900 05/16/97

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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	4725024 11/07/03
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 26938/73843	Japan	HEI.11-49542 06/03/99	4646814 02/21/03
PET-MATE 26938/66643	Japan	99065/93 09/29/93	4189311 09/18/98
PETMATE (Ramp & Step) (26938/00066)	Japan	2005-93487 10/06/05	
PETMATE CAFÉ 26938/83341	Japan	2002-59767 07/17/02	4659923 04/04/03
PETMATE POP-UP (26938/00072)	Japan	2005-93490 10/06/05	
POP N GO (26938/00069)	Japan	2005-93488 10/06/05	
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
VARI KENNEL (in Japanese) 26938/74550	Japan	33049/93 04/02/93	3238664 12/25/96
COUNTRY BARN 26938/00004	Korea	40-2003-21566 05/14/03	591268 08/26/04
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	815840 12/03/03
DOGLOO 26938/83946	Mexico	570613 10/14/02	821448 02/23/04
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 26938/67960	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 26938/69017	New Zealand	293996 06/18/98	293996 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

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
PETMATE 26938/67962	Portugal	331731 07/27/98	331731 01/04/99
BARNHOME 26938/83899	Puerto Rico	59,798 12/13/02	
PETBARN 26938/83874	Puerto Rico	59,806 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	2000/05868 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 26938/68437	Spain	2174121 07/13/98	2174121 02/02/01
PETMATE 26938/68438	Spain	2174122 07/13/98	2174122 02/02/01
PETMATE 26938/68439	Spain	2174123 07/13/98	2174123 02/02/01
PETMATE 26938/68440	Spain	2174124 07/13/98	2174124 02/02/01
PETMATE 26938/68435	Spain	2174119 07/13/98	2174119 08/05/99
PETMATE 26938/68436	Spain	2174120 07/13/98	2174120 01/20/99
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

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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
AERO-SHUTTLE 26938/00041	United States	76/242,259 04/17/01	2,730,044 06/24/03
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
BUBBLER 26938/00038	United States	78/578,207 03/02/05	
CABIN KENNEL 26938/00014	United States	76/595007 05/27/04	2,991,406 09/06/05
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
CANINE SERVER 26938/00040	United States	75/213,633 12/16/96	2,114,893 11/18/97
CAT SPA JR 26938/00039	United States	74/123,793 12/17/90	1,694,384 06/16/92
CLATTER 26938/00028	United States	76/631,284 02/22/05	
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	2,812,500 02/10/04
COUNTRY VILLA 26938/00010	United States	76/543,917 08/29/03	2,876,817 08/24/04

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
CRAZY CIRCLE 26938/66639	United States	74/064,945 06/01/90	1,678,128 03/03/92
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
DOSKOSPORT & design 26938/82052	United States	76/393,006 04/08/02	2,887,069 09/21/04
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
FURRARI FLYER 26938/73841	United States	75/814,105 10/04/99	2,686,946 02/11/03
FURRARRI 26938/69334	United States	74/340,727 12/17/92	1,842,378 06/28/94
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	2,807,898 01/27/04
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

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 EXPRESS 26938/00043	United States	76/130,821 09/19/00	2,501,936 10/30/01
KENNEL UP 26938/79414	United States	76/226,885 03/15/01	2,510,384 11/20/01
KIBBLE KEEPER 26938/00042	United States	76/537,479 08/14/03	2,960,456 06/07/05
KITTY FUN HAUZ 26938/80378	United States	76/267,810 06/06/01	2,664,430 12/17/02
KITTY KOMPLETE 26938/00047	United States	76/431,269 07/12/02	2,713,391 05/06/03
KLATTER 26938/00031	United States	76/632,950 03/10/05	
LE BISTRO 26938/69500	United States	75/242,288 02/14/97	2,187,256 09/08/98
LITTER ROUNDUP 26938/00037	United States	78/549,082 01/18/05	
LITTER ROUNDUP ONE TOUCH 26938/00036	United States	78/549,097 01/18/05	
LITTERSWEEP 26938/00035	United States	78/549,104 01/18/05	3,014,287 11/08/05
MAKES PET LIFE SIMPLER 26938/00075	United States	76/649,292 10/25/05	
PET ELITE 26938/00046	United States	74/389,993 05/13/93	1,854,193 09/13/94
PET ESCORT 26938/69236	United States	75/101,829 05/09/96	2,042,064 03/04/97
PET LIMO 26938/00050	United States	74/389,985 05/13/93	1,855,197 09/20/94
PET MAT (product configuration) 26937/69345	United States	74/051,439 4/23/90	1,637,628 3/12/91
PET PORTER 26938/79340	United States	76/222,936 03/12/01	2,597,541 07/23/02
PET SHUTTLE 26938/00049	United States	74/295,824 07/16/92	1,798,690 10/12/93
PET TAXI 26938/79341	United States	76/222,935 03/12/01	2,630666 10/08/02
PET TAXI 26938/69034	United States	73/424,334 03/03/83	1,346,155 07/02/85

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
PETBARN 26938/83443	United States	76/437,870 08/05/02	2,688,690 02/18/03
PETDOME 26938/83171	United States	76/430,934 07/09/02	2,830,955 04/06/04
PETDOME HOME DESIGN 26937/64629	United States	75/464,232 04/08/98	2,353,122 05/30/00
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
PETMATE 26938/00025	United States	76/609,443 08/31/04	
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
PETMATE POP-UP 26938/00027	United States	76/623,580 12/07/04	
POP N GO 26938/00032	United States	76/632,951 03/10/05	
PURRFORMA 26938/00007	United States	76/526,532 06/23/03	3,006,227 10/11/05
RUB A DUB 26938/00076	United States	76/650,831 11/22/05	
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
SEAL-TIGHT 26938/69035	United States	74/334,628 11/25/92	1,838,387 05/31/94
SHADE SHACK 26938/00030	United States	76/631,557 02/23/05	
SIMPLY STYLISH 26938/00048	United States	76/242,096 04/17/01	2,759,654 09/02/03
SKY KENNEL 26938/69244	United States	72/405,189 10/15/71	950176 01/09/73
SLOT-LOC 26938/00012	United States	76/591,567 05/10/04	2,996,681 09/20/05
SLUMBER FRESH 26938/00015	United States	76/598,509 06/22/04	2,975,529 07/26/05
SNUGGYLOO 26938/69344	United States	74/064,936 06/01/90	1,730,342 11/03/92
SNUG-O-PEDIC 26938/00029	United States	76/631,350 02/22/05	

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
STYLETTE (Block) (26938/00074)	United States	76/649,293 10/25/05	
STYLETTE and Design 26938/00051	United States	73/722,541 04/15/88	1,525,687 02/21/89
STYLETTE and Design 26938/00054	United States	73/648,562 03/09/87	1,460,089 10/06/87
STYLETTE and Design 26938/00052	United States	73/648,769 03/10/87	1,461,940 10/20/87
STYLETTE and Design 26938/00057	United States	75/496,944 06/05/98	2,476,134 08/07/01
TAKE IT WHEREVER YOUR GAME TAKES YOU 26938/00026	United States	76/623,579 12/07/04	
TIP N TOTTER 26938/69030	United States	75/021,900 11/20/95	2,048,354 03/25/97
VALUE LINE 26938/00055	United States	74/015,197 12/29/89	1,699,834 07/07/92
VALUE LINE 26938/00056	United States	74/416,623 07/26/93	1,855,771 09/27/94
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
X2 Logo (26938/00064)	United States	76/646,745 09/12/05	
DOGLOO 26938/69835	Uruguay	284298 01/23/96	284298 06/16/97
BARNHOME 26938/83896	Venezuela	2003-004584 04/22/03	P-252259 06/21/04
PETBARN 26938/83873	Venezuela	2003-004583 04/22/03	P-252258 06/21/04
PETDOME HOME Design (26937-64629)	USA	75/464,232 4/8/98	2,353,122 5/30/00
DOGLOO II Design (26937-69261)	USA	74/581,791 10/4/94	2,074,208 6/24/97
INDIGO Design (26937-69262)	USA	74/561,468 8/16/94	2,034,161 1/28/97
INDIGO Design (26937-00028)	EPC	003783974 4/20/04	
PET MAT Design (26937-69345)	USA	74/051,439 4/23/90	1,637,628 3/12/91
DOGLOO Design (26937-69346)	USA	73/819,087 8/14/89	1,631,630 1/15/91

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MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
DOGLOO Design (26937-69487)	New Zealand	288190 2/10/98	288190 6/2/99
DOGLOO Design (igloo design) (26937-69489)	EPC	538561 5/20/97	538561 2/9/99
DOGLOO Design (26937-69495)	Brazil	819997242 8/1/97	
DOSKOCIL 26938/69278	Australia		708921
DOG DEN (Stylette)	U.S.		1,994,356
INNOVATOR & Design 26937/66717	U.S.		2,358,751
PET EXPRESS (Stylette)	U.S.		1,990,330
PETMATE (cat & dog old logo) 26938/68972	U.S.		2,042,828
DOSKOCIL, A STRONG CASE FOR QUALITY and Logo	U.S.		2,019,221

Trademarks of Aspen Pet Products Holdings, Inc.:

None.

Trademarks of Aspen Pet Products, Inc.:

MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
ALPEN & Design	US		2,620,489	09/17/02
ASPEN PET	US		2,159,992	05/26/98
ASPEN PET	CA		561,784	05/10/02
ASPEN PET PRODUCTS	US		2,196,983	10/20/98
BANANA PET	US		2,372,308	08/01/00
BELLIES				
BOODA	US		2,249,682	06/01/99
BOODA	CA		566,246	08/22/02
BOODA	EU		987933	02/16/00
BOODA	JP		4,465,666	04/06/01
BOODA BONE	US		1,797,843	10/12/93
BOODA DOME	US		2,805,330	01/13/04
BOODA LOO				
BOODA VELVETS	US		2,160,067	05/26/98
BOODABOX (Stylized)	US		1,715,861	09/15/92
BRETON FARMS	US		2,575,885	06/04/02
BUCKAROO!	US		2,544,806	03/05/02
BYRDY PERCH				
CASHMERE	US		2,314,796	02/01/00
CATAPOUNCERS	US	78/506,576		
CATAPOUNCERS	CA	1,237,754		
CATNIP CRUISERS				
CIDER MILL	US		2,712,696	05/06/03
CIDER MILL & Design	US		2,624,050	09/24/02
CLEAN STEP				
COMFORT CHAIN		78/669,649		
COMFY PERCH				
COMIC RELIEF		78/630,406		
CURLIES SPUNKS				
DASHING DOGS	US		2,609,342	08/20/02
DINO DOTS		78/630,411		
DOGGONE SONGS		78/669,700		
DOUBLE CHEW	CA	1,148,335		
DOUBLE CHEW	US	76/365,184		
EASY HITCH				
EASYTURN	US		2,619,134	09/10/02
FLOPPY FISH	US	78/735,540		
FRESH 'N FLOSS	CA		517,712	10/12/99
FRESH N' FLOSS	US		2,267,420	08/03/99
FUNKY FACE				
GATO DEL SOL	US	78/669,659		
GOOGLES	US	78/471,127		

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MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
GOOGLES	CA	1,244,053		
GRANDMA'S KITCHEN	US	78/471,113		
HANDCRAFTED WITH USA HIDES SINCE 1963	US		2,831,016	04/06/04
HOUSEKEEPER	US	78/735,641		
KITTY BEANS	US	78/735,510		
KITTY KLEAN	US	78/343,761		
KNOTTY BONE	US		2,614,711	09/03/02
LOOK	US		1,896,157	05/30/95
MIGHTY LINK	US	78/650,898		
MIGHTY LINK	CA		525,036	03/15/00
NUMMIES	CA	1,227,212		
NUMMIES	US		2,974,526	07/19/05
ORIGINAL VELVET	CA	1,236,045		
ORIGINAL VELVET	US	78/496,506		
PAWPERS	US	78/471,730		
PAWPERS	CA	1,244,052		
PUFFERS				
QUIRKIES	US		2,795,628	12/16/03
RIP 'EMS				
SAFETY GLO	US		2,604,265	08/06/02
SAFETYFLECT	US		2,609,341	08/20/02
SAND CASTLE & Design	US		1,380,490	01/28/86
SCOOP 'N HIDE				
SENIOR COMFORT		78/669,664		
SMACKLEPUFFS	CA		651,625	10/26/05
SMACKLEPUFFS	US		2,943,073	04/15/05
SMARTPADS		78/630,356		
SNACK 'N ROLL				
SNUFFY'S	US		2,624,847	09/24/02
SNUFFY'S PREMIUM RAWHIDE & Design	US		2,609,340	08/20/02
SOFT BITE FLOPPY DISC {Floppy Disc}			1,662,592	10/29/91
SPARCAT		78/735,528		
SQUATTERS	US		2,668,987	12/31/02
SQUISH MES				
STRETCHIES				
SUPER STAR				
SWAT 'N SWING				
SWING 'N PERCH				
THE REEF [no record at USPTO]				
TRIPLE PLAY		78/630,393		
TUFF PLUSH		78/735,593		
TURBODISC	US	78/545,406		
TURBODISC	CA	1,260,911		
ULTRA CLUMP	US		1,693,794	06/09/92
ULTRA CLUMP	EU		648675	05/10/99

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MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
ULTRA CLUMP	US		2,230,165	03/09/99
VELVET BIMPLE	CA	1,236,044		
VELVET BIMPLE	US	78/496,509		
VELVET CASHMERE	US	78/496,513		
VELVET CASHMERE	CA	1,236,042		
VELVET DENTAL BRITE	CA	1,236,041		
VELVET DENTAL BRITE	US	~~78/416,516~~ 78/496,516		
VELVET FRESH 'N BRITE	CA	1,236,047		
VELVET FRESH 'N BRITE	US	78/496,517		
VELVET GNARLY	CA	1,236,046		
VELVET GNARLY	US	78/496,523		
VELVET KNOBBY	US	78/496,528		
VELVET KNOBBY	CA	1,236,040		
VELVETS	US	78/496,532		
VELVETS	CA	1,236,038		
VITARX	US		2,312,524	01/25/00
VOLCANITE (Stylized)	US		1,718,516	09/22/92
WACKY BALL		78/735,548		
WACKY SACK		~~78/753,573~~ 78/735,573		
WALKABOUT	US		2,721,988	06/03/03
WAY TO GO!	US		2,563,580	04/23/02
WING-A-BALL				
YUMMY BONE				
ZOWIES				
CHILL-A-BOWL			2,858,678	6/29/04
DOG LOVE EM				
KITTY KLEAN & DESIGN			2,199,153	10/27/98
KITTY ROYALE		78/494,335		
MUTTZ-RRR-ELLA		78/494,326		
PUP-RRR-MINT			2,909,291	12/07/04
RAWHIDE & DESIGN				
RUFF-ALO WINGS		78/548,135		
TALK TO ME			2,795,030	12/16/03
TALK TO ME BABY DOLL			2,632,991	10/08/02
TALK TO ME PET TAG			2,805,464	01/13/04
TALK TO ME TREAT BONE		76/298,585		
TALK TO ME TREATBALL			2,499,157	10/16/01
TALK TO ME TREATBALL	EU		2,845,014	01/16/04
TALK TO ME TREATBALL	JP			12/08/04
TALK TO ME TREATBALL	CA		1,196,564	01/03/05
VELVET CASHMERE			2,314,796	02/01/00

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SCHEDULE B
to
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

Borrower's patents:

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D326,740	Pet Bed or Similar Article	USA	7/31/1991	6/2/1992
D327,340	Pet Bed or Similar Article	USA	7/31/1991	6/23/1992
D327,341	Pet Bed or Similar Article	USA	7/31/1991	6/23/1992
D328,162	Pet Bed or Similar Article	USA	7/31/1991	7/21/1992
D330,098	Pet Feeder	USA	5/31/1990	10/6/1992
D330,652	Knock Down Shelving Unit	USA	2/14/1991	11/3/1992
D334,087	Pet Carrier or Similar Article	USA	1/5/1990	3/16/1993
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
D336,555	Pet Dish	USA	11/29/1991	6/15/1993
D336,984	Rifle Case	USA	8/23/1991	7/6/1993
D337,673	Knock Down Book Shelf	USA	2/14/1991	7/27/1993
D338,284	Pet Bed	USA	7/31/1991	8/10/1993
D341,279	Table	USA	1/2/1992	11/16/1993
D341,449 (26937-00013)	Pet Dish	USA	9/22/1988	11/16/1993

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S.N./Patent No.	Title	Country	Filing Date	Issue Date
D346,246	Pet Bed	USA	12/2/1992	4/19/1994
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
D355,798	Stackable Industrial Shelving	USA	8/17/1992	2/28/1995
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
D367,732	Vented Pet Kennel	USA	1/1/1994	3/5/1996
D367,733	Pet Carrier	USA	1/18/1994	3/5/1996

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S.N./Patent No.	Title	Country	Filing Date	Issue Date
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
D367,736	Combined Pet Food and Liquid Feeder	USA	1/27/1994	3/5/1996
D367,784	Heavy-Duty Decorative Shelving	USA	7/26/1994	3/12/1996
D368,636	Handle	USA	6/1/1994	4/9/1996
D374,510	Pet Carrier	USA	1/18/1994	10/8/1996
D375,585	Cat-Shaped Pet Feeding Dish	USA	6/16/1995	11/12/1996
D377,863	Hanging Storage Case	USA	1/18/1995	2/11/1997
D382,733	Heavy-Duty Decorative Shelving	USA	11/20/1995	8/26/1997
D384,226	Heavy-Duty Decorative Shelving	USA	11/20/1995	9/30/1997
D387,509	Dog-Shaped Pet Feeding Dish	USA	6/16/1995	12/9/1997
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
D418,341	Shelf and Cabinet Assembly	USA	1/19/1999	1/4/2000
D419,802	Shelf Cabinet	USA	1/19/1999	2/1/2000
D420,470 (26937-67844)	Knock-Down Dog House	USA	6/23/1998	2/8/2000
D421,867	Corner Shelving Assembly	USA	1/7/1999	3/28/2000

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S.N./Patent No.	Title	Country	Filing Date	Issue Date
D422,754	Pet Tower	USA	5/13/1998	4/11/2000
D423,840	Shelf Unit	USA	1/19/1999	5/2/2000
D435,147 (26937-68009)	Nestable Soft Pet Bed	USA	4/14/1999	12/12/2000
D435,744	Oval Table	USA	1/14/2000	1/2/2001
D445,222	Pet Carrier	USA	1/12/2001	7/17/2001
D453,592	Pet Carrier	USA	1/12/2001	2/12/2002
D453,865	Cat Litter Pan	USA	4/10/2001	2/19/2002
D456,569 (26937-80208)	Continuous Flow Watering Device for Pets	USA	6/5/2001	4/30/2002
1,163,961 (26937-81462)	Continuous Flow Watering Device for Pets	Japan	12/4/2001	11/29/2003
152913 (26937-81463)	Continuous Flow Watering Device for Pets	Spain	12/4/2001	
83404 (26937-81464)	Continuous Flow Watering Device for Pets	Italy	12/3/2001	1/20/2004
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
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	

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S.N./Patent No.	Title	Country	Filing Date	Issue Date
83403 (26937-81478)	Pet Food Dispenser	Italy	12/3/2001	1/20/2004
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 Dispenser	Benelux	11/8/2001	6/21/2002
30650 (26937-81484)	Pet Food Dispenser	Portugal	11/28/2001	9/25/2002
D457,692 (26937-80324)	Pet Waterer Design	USA	6/5/2001	5/21/2002
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
83405 (26937-81471)	Pet Waterer	Italy	12/3/2001	1/20/2004
40110003.0 (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
30649 (26938-81483)	Pet Waterer	Portugal	11/28/2001	12/20/2002
D458,419	Feeding Bowl	USA	11/16/2001	6/4/2002
D459,841	Feeding Bowl	USA	4/10/2001	7/2/2002
D465,884	Feeding Bowl	USA	6/19/2001	11/19/2002
D465,921 (26937-81932)	Portable Storage Container	USA	1/28/2002	11/26/2002

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REEL: 003296 FRAME: 0560

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D470,628 (26937-82197)	Pet Kennel (Taxi) Design	USA	4/19/2002	2/18/2003
D471,676 (26937-82196)	Pet Kennel (Cab) Design	USA	4/19/2002	3/11/2003
402 08 728.3 (26937-83947)	Pet Kennel Cab Design	Germany	10/16/2002	1/14/2003
3007834 (26937-83948)	Pet Kennel Cab Design	United Kingdom	10/17/2002	1/18/2003
02 6342 (26937-83949)	Pet Kennel Cab Design	France	10/18/2002	1/31/2003
151261 (26937-83950)	Pet Kennel Cab Design	Australia	10/17/2002	3/27/2003
151973 (26937-84670)	Pet Kennel Cab Design (Divisional)	Australia	03/18/2002	6/6/2003
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
D471,677 (26937-83404)	Large Fresh Flow Bowl Design (Pet Dish)	USA	8/16/2002	3/11/2003
D472,021 (26937-83403)	Small Fresh Flow Bowl Design (Pet Dish)	USA	8/16/2002	3/18/2003
D472,350 (26937-83405)	Pet Feeder Design	USA	9/25/2002	3/25/2003
D474,624	Computer Cart	USA	10/4/2002	5/20/2003
29/159,533 (26937-82198)	Surface Pattern for Wire Cage Design	USA	4/24/2002	
D475,196 (26937-83524)	Bow Case Design	USA	11/4/2002	6/3/2003
D481,833 (26937-83522)	Top Paw Pet House	USA	10/21/2002	11/04/2003
D485,134	Food Container	USA	4/24/2003	1/13/2004

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S.N./Patent No.	Title	Country	Filing Date	Issue Date
D485,135	Food Container	USA	4/24/2003	1/13/2004
D486,612	Automatic Waterer	USA	2/19/2003	2/10/2004
D488,266 (26937-83523)	Barney 2 Pet House	USA	10/21/2002	4/06/2004
D491,321 (26937-00011)	Pet Dish	USA	10/15/2003	6/8/2004
D491,322 (26937-00002)	Pet Dish	USA	10/15/2003	6/8/2004
D498,564 (26937-00025)	Timed Feeder	USA	3/16/2004	11/16/2004
D501,338	Shelf Unit	USA	2/5/2004	2/1/2005
D503,247	Automatic Feeder	USA	2/19/2003	3/22/2005
D512,542 (26937-84746)	Hood for Automatic Cat Litter Box (Lower)	USA	2/21/2003	12/06/2005
29/176,429 (26937-84747)	Hood for Automatic Cat Litter Box (Upper) (Allowed)	USA	2/21/2003	
155374 (26937-84915)	Cat Litter Box	Australia	08/20/2003	5/6/2004
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
155067 (26937-84931)	Hood for Cat Litter Box	Australia	08/20/2003	3/30/2004
1,189,336 (26937-84932)	Hood for Cat Litter Box	Japan	04/15/2003	09/12/2003
29/206,268 (26937-00032)	Hooded Litter Pan	USA	5/28/2004	

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S.N./Patent No.	Title	Country	Filing Date	Issue Date
29/223,466 (26937-00046)	Litter Pan (Giant)	USA	2/15/2005	
29/223,642 (26937-00047)	Litter Mat (TPR) (119) (Allowed)	USA	2/17/2005	
29/224,314 (26937-00048)	Litter Mat (Tray) (135) (Allowed)	USA	2/28/2005	
29/224,434 (26937-00049)	Litter Mat (Grid) (135) (Allowed)	USA	3/2/2005	
29/223,641 (26937-00055)	Food Mat (123) (Allowed)	USA	2/17/2005	
29/241,029 (26937-00072)	Archery Bow Case (Hybrid)	USA	10/21/2005	
29/241,021 (26937-00073)	Firearm Case (Hybrid) (Rifle)	USA	10/21/2005	
29/241,022 (26937-00074)	Firearm Case (Hybrid) (Takedown)	USA	10/21/2005	
29/238,489 (26937-00075)	Litter Pan (Without Handles)	USA	9/19/2005	
29/241,035 (26937-00076)	Case (Hybrid)	USA	10/21/2005	
40106148.5 (26937-00078)	Pet Carrier (48") (Stylette)	Germany	7/03/2001	11/14/2001
79592	Pet Feeding Dish (Cat) (Stylette)	Canada	12/31/1995	12/6/1996
79591	Pet Feeding Dish (Dog) (Stylette)	Canada	12/31/1995	12/6/1996
29/240,382 (26937-00086)	Litter Box Rake (Stylette)	USA	10/12/2005	
29/240,545 (26937-00087)	Litter Box (Without Hood) (Stylette)	USA	10/15/2005	
29/240,552 (26937-00088)	Litter Box (With Hood) (Stylette)	USA	10/15/2005	

TRADEMARK
REEL: 003296 FRAME: 0563

S.N./Patent No.	Title	Country	Filing Date	Issue Date
29/243,587 (26937-00092)	Pet Bed (Sleigh)	USA	10/28/2005	
29/242,898 (26937-00093)	Pet Bed (Exotic)	USA	11/16/2005	
29/242/901 (26937-00096)	Pet Kennel (Opp)	USA	11/16/2005	
29/242,886 (26937-00097)	Pet Kennel (Petmate)	USA	11/16/2005	
29/242,899 (26937-00098)	Pet Kennel (Porter)	USA	11/16/2005	
29/242,900 (26937-00099)	Pet Kennel (Vari)	USA	11/16/2005	
29/242,970 (26937-00100)	Pet Kennel (Wal-Mart)	USA	11/17/2005	
4,722,299	Toy for Entertaining a Cat	USA	1/6/1986	2/2/1988
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 (26937-81616)	Kennel Latch	USA	3/19/1991	12/10/1991
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
6,378,460 (26937-80326)	Nestable Pet Food Dispensers	USA	6/5/2001	4/30/2002

TRADEMARK
REEL: 003296 FRAME: 0564

S.N./Patent No.	Title	Country	Filing Date	Issue Date
6,460,483 (26937-80165)	Continuous Flow Watering Device for Pets	USA	6/5/2001	10/8/2002
6,477,981 (26937-80940)	Pet Feeder Including a Safety Restriction Device	USA	10/9/2001	11/12/2002
6,571,740 (26937-82200)	Kennel Cab (Redesigned)	USA	9/23/2002	6/3/2003
6,581,545 (26937-82202)	Soft Sided Kennel Cover	USA	6/6/2002	6/24/2003
6,619,768 (26937-82201)	Portable Storage Container	USA	2/28/2002	9/16/2003
6,622,657 (26937-83317)	Continuous Flow Watering Device for Pets (CIP)	USA	8/23/2002	9/23/2003
2002-164463 (26937-81489)	Continuous Flow Watering Device for Pets	Japan	6/5/2002	
6,681,720 (26937-82199)	Rounded Corner Wire Cage Kennel	USA	5/1/2002	1/27/2004
6,845,735 (26937-83407)	Fresh Flow Electronic Feeder	USA	11/15/2002	1/25/2005
6,783,162 (26937-83504)	Low Profile Kennel Latch	USA	11/15/2002	08/31/2004
6,920,977 (26937-83525)	Bow Case	USA	11/4/2002	07/26/2005
6,687,931 (26937-84006)	Pet Cushion Cover	USA	04/18/2003	2/10/2004
6,951,190 (26937-84356)	Automatic Cat Litter Box	USA	02/21/2003	10/04/2005
2003203719 (26937-84928)	Automatic Cat Litter Box	Australia	04/15/2003	
03007995.8 (26937-84926)	Automatic Cat Litter Box	EPC	04/10/2003	

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REEL: 003296 FRAME: 0565

S.N./Patent No.	Title	Country	Filing Date	Issue Date
2003-114117 (26937-84927)	Automatic Cat Litter Box	Japan	04/18/2003	
1264541 (26937-84920)	Continuous Flow Watering Device for Pets	Belgium	12/05/2001	08/18/2004
60104994.2-08 (26937-84921)	Continuous Flow Watering Device for Pets	Germany	12/05/2001	08/18/2004
1264541 (26937-84922)	Continuous Flow Watering Device for Pets	France	12/05/2001	08/18/2004
1264541 (26937-84923)	Continuous Flow Watering Device for Pets	UK	12/05/2001	08/18/2004
6,824,114 (26937-00007)	Litter Scoop Holder	USA	12/3/2003	11/30/2004
03018671.2 (26937-00009)	Kennel Cab Nationalized Germany, France, Italy, UK	EPC	08/21/2003	
5,960,739 (26937-70146)	Bed for Animals	USA	10/27/1997	10/5/1999
10/801,805 (26937-00014)	Automatic Cat Litter Box CIP (Delay Timer)	USA	03/16/2004	
6,851,386 (26937-00015)	Litter Box Waste Box	USA	12/19/2003	02/08/2005
6,863,026 (26937-00016)	Rake for Self-Cleaning Litter Box	USA	12/19/2003	03/08/2005
6,892,670 (26937-00018)	Litter Box Hood (Divisional – 26937-84356)	USA	12/19/2003	05/17/2005
10/801,776 (26937-00021)	Telescopic Frame for Soft Sided Kennel	USA	03/16/2004	
6,595,356 (26937-00022)	Golf Club Transport Case (Purchased from Case Cargo, Inc.)	USA	5/10/2002	7/22/2003
10/814,578 (26937-00023)	Thermoplastic Olefin Patent Application	USA	03/31/2004	

TRADEMARK
REEL: 003296 FRAME: 0566

S.N./Patent No.	Title	Country	Filing Date	Issue Date
10/801,810 (26937-00026)	Latch Mechanism for Hooded Litter Pan	USA	03/16/2004	
10/801,804 (26937-00027)	Pet Shelter With Self-Interlocking Components (Allowed)	USA	03/16/2004	
10/857,558 (26937-00031)	Golf Bag Removable Skin Utility Application	USA	05/27/2004	
10/884,451 (26937-00038)	Collapsible Golf Case Utility Application	USA	07/02/2004	
04017098.7 (26937-00039)	Litter Scoop Holder Nationalized Belgium, Germany, France, UK	EPC	07/20/2004	
10/945,524 (26937-00040)	Continuous Flow Waterer (Reissue of 6,460,483)	USA	09/21/2004	
04024500.3 (26937-00041)	Latch Mechanism for Hooded Litter Pan	EPC	10/14/2004	
04024501.1 (26937-00042)	Pet Shelter With Self-Interlocking Components	EPC	10/14/2004	
11/070,680 (26937-00050)	Litter Mat and Grid (135)	USA	03/02/2005	
11/069,464 (26937-00059)	Litter Pan (Giant)	USA	03/01/2005	
10/967,613 (26937-00065)	Self-Cleaning Pet Litter Apparatus and Related Method (Stylette) (Allowed)	USA	10/18/2004	
6,427,631 (26937-00066)	Pet Carrier (Stylette)	USA	06/19/2001	08/06/2002
5,794,566 (26937-00067)	Kitty Litter Pan (Stylette)	USA	04/02/1997	08/18/1998
5,280,767 (26937-00068)	Detachable Wheels for Pet Carrier (Stylette)	USA	04/23/1993	01/25/1994
4,852,520	Portable Pet Carrier – (Stylette)	USA	11/16/1987	08/01/1989

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REEL: 003296 FRAME: 0567

S.N./Patent No.	Title	Country	Filing Date	Issue Date
5,220,885	Litter Box (Stylette)	USA	03/05/1992	06/22/1993
5,253,612 (26937-00070)	Stackable Pet Carrier (Stylette)	USA	03/30/1992	10/19/1993
11/259,517 (26937-00071)	Protective Case (Hybrid)	USA	10/26/2005	
2,520,495 (26937-00077)	Self-Cleaning Pet Litter Apparatus and Related Method (Stylette)	Canada	09/22/2005	
(26937-00079)	Self-Cleaning Pet Litter Apparatus and Related Method (Stylette) (Not Filed)	China		
11/248,839 (26937-00080)	Rake for Self-Cleaning Pet Litter Apparatus (Stylette) (CIP of 00065)	USA	10/12/2005	
11/251,200 (26937-00081)	Removable Rake for Self-Cleaning Pet Litter Apparatus (Stylette) (CIP of 00065)	USA	10/15/2005	
11/250,583 (26937-00082)	Cycle Control for Self-Cleaning Pet Litter Apparatus (Stylette) (CIP of 00065)	USA	10/15/2005	
11/250,499 (26937-00084)	Self-Cleaning Pet Litter Apparatus With Rotating Rake and Pan (Stylette) (Div of 00065)	USA	10/15/2005	
11/257,280 (26937-00085)	Device for Providing Aerated Drinking Water to Animals (Stylette) (CIP of 00069)	USA	10/24/2005	
11/288,700 (26937-00095)	Fastener	USA	10/28/2005	

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REEL: 003296 FRAME: 0568

Patents of Aspen Pet Products Holdings, Inc.:

None.

Patents of Aspen Pet Products, Inc.:

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D428085	PET BALL SCOOP HANDLE	US		7/11/2000
D426353	PET LITTER SCOOP	US		6/6/2000
D399613	CAT LITTER BOX	US		10/13/1998
81,656	CAT LITTER BOX	CA		8/29/1997
5,572,950	CAT LITTER BOX	US		11/12/1996
D348547	CHEW TOY FOR DOGS	US		7/5/1994
D355733	CHEW TOY FOR DOGS	US		2/21/1995
D355746	CHEW TOY FOR DOGS	US		2/21/1995
D373450	CHEW TOY FOR DOGS	US		9/3/1996
D378151	FLEECE-TYPE CHEW TOY FOR DOGS	US		2/18/1997
D355279	CHEW TOY FOR DOGS	US		2/7/1995
D356879	CHEW TOY FOR DOGS	US		3/28/1995
D338289	CATTLE HOOF CHEW TOY FOR DOGS	US		8/10/1993
D327962	CHEW TOY FOR DOGS	US		7/14/1992
5,092,272	TUG TOY FOR DOGS	US		3/3/1992
D428676	PET LITTER SCOOP RAKE	US		7/25/2000
5,560,320	PLAY AN D CHEW TOY FOR DOGS	US		10/1/1996
D343930	DOG CHEW TOY (BALL IN MIDDLE)	US		2/1/1994
D378450	CHEW TOY FOR DOGS (WITH KONG …	US		3/11/1997
D348124	PLAY TOY FOR CATS	US		6/21/1994
5,711,254	DOG CHEW TOY FOR CANINE DENT…	US		1/27/1998
5,467,741	DOG CHEW TOY FOR CANINE DENT…	US		11/21/1995
5,215,038	DOG CHEW TOY FOR CANINE DENT…	US		6/1/1993
5,477,815	DOG CHEW TOY FOR CANINE DENT…	US		12/26/1995
D367740	CHEW TOY FOR DOGS (BEAR SHAPE)	US		3/5/1996
D368339	CHEW TOY FOR DOGS	US		3/26/1996
D373229	CHEW TOY FOR DOGS (HEART SHAPE)	US		8/27/1996
D425593	PET BALL SCOOP HANDLE	US		5/23/2000
D368991	CHEW TOY FOR DOGS (SHAMROCK …	US		4/16/1996
D330100	TUG TOY FOR DOGS (W/ HANDLE)	US		10/6/1992
D328805	CHEW TOYS FOR DOGS (FIGURE 8)	US		8/18/1992

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REEL: 003296 FRAME: 0569

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D330614	CHEW TOY FOR DOGS (CIRCLE)	US		10/27/1992
D329310	TUG TOY FOR DOGS (SPLIT W/HANDLE)	US		9/8/1992
5,329,881	DOG CHEW TOY FOR CANINE DENT…	US		7/19/1994
776,157	DOG CHEW TOY FOR CANINE DENT…	CH		6/14/2000
776,157	DOG CHEW TOY FOR CANINE DENT…	DE		6/14/2000
776,157	DOG CHEW TOY FOR CANINE DENT…	EP		6/14/2000
776,157	DOG CHEW TOY FOR CANINE DENT…	ES		6/14/2000
776,157	DOG CHEW TOY FOR CANINE DENT…	GB		6/14/2000
776,157	DOG CHEW TOY FOR CANINE DENT…	IT		6/14/2000
776,157	DOG CHEW TOY FOR CANINE DENT…	NL		6/14/2000
3,121,837	DOG CHEW TOY FOR CANINE DENT…	JP		10/20/2000
776,157	DOG CHEW TOY FOR CANINE DENT…	FR		6/14/2000
D374748	FLEECE-TYPE CHEW TOY FOR DOGS	US		10/15/1996
D374520	FLEECE-TYPE CHEW TOY FOR …	US		10/8/1996
5,228,411	SELF-SUPPORTING COTTON BIRD …	US		7/10/1993
6,312,029	LITTER SCOOP	US		11/6/2001
6,318,300	PET TOY	US		11/20/2001
6,840,196	RAWHIDE PET CHEW	US		1/11/2005
	RAWHIDE PET CHEW	US		
	RAWHIDE PET CHEW	CA		
100,522	BONE-SHAPED PET CHEW	CA		1/29/2004
D479369	RAWHIDE DOUBLE CHEW BONE	US		9/2/2003
D476118	RAWHIDE DOUBLE CHEW ROLL	US		6/17/2003
100,518	ROLL-SHAPED PET CHEW	CA		1/29/2004
6,810,630	SPIRAL ANCHORING STAKE	US		11/2/2004
6,660,378	GLOW-IN-THE-DARK ANIMAL TIE-OUT	US		12/9/2003
6,355,349	REFLECTIVELY ENHANCED COATED …	US		3/12/2002
D477118	ONE-WAY DOME STAKE TIEDOWN	US		7/8/2003
101,482	ONE-WAY DOME STAKE	CA		9/27/2005
6,019,067	ANIMAL RESTRAINT STORAGE REC …	US		2/1/2000
5,174,243	CHEW TOY FOR DOGS	US		12/29/1992

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REEL: 003296 FRAME: 0570

S.N./Patent No.	Title	Country	Filing Date	Issue Date
5,148,770	CHEW TOY FOR DOGS	US		9/22/1992
D477693	RAWHIDE PET CHEW	US		7/22/2003
100,519	BONE-SHAPED PET CHEW	CA		1/29/2004
100,520	BONE-SHAPED PET CHEW	CA		1/29/2004
D477695	RAWHIDE PET CHEW FLAV. STRIP	US		7/22/2003
100,521	BONE-SHAPED PET CHEW	CA		1/29/2004
6,883,464	BIRD CAGE LADDER	US		4/26/2005
	BIRD CAGE LADDER	US		
6,978,737	DOOR-MOUNTED PET TIE-OUT	US		12/27/2005
	DOOR-MOUNTED PET TIE-OUT	US		
	DOMED CAT LITTER BOX	US		
	FLAVOR-ENHANCED RAWHIDE PET …	US		
	FLAVOR-ENHANCED RAWHIDE PET …	US		
	DISASSEMBLABLE PET TOY	US		
	SUBSTANCE-DISPENSING PET TOY	US		
	REVOLVING ANCHORED PET TOY 1	US		
	REVOLVING ANCHORED PET TOY 2	US		
	REVOLVING ANCHORED PET TOY 3	US		
	REVOLVING ANCHORED PET TOY 4	US		
	REVOLVING ANCHORED PET TOY 5	US		
	REVOLVING ANCHORED PET TOY 6	US		
	SPHERICAL PET TOY	US		
	ROLLING PET TOY 1	US		
	ROLLING PET TOY 2	US		
	ROLLING PET TOY 3	US		
	PET TOY	US		
	FLYING DISC	US		
	PET TREAT-DISPENSING TOY	US		
	DISC-SHAPED PET TOY	US		
	FOOTBALL-SHAPED PET TOY	US		
5,078,637	FLEXIBLE FLYING DISC WITH EDGE TUBE	US		1/7/1992
D286694	CAT LITTER BOX	US		1/30/1984
	PET BOWL	US		4/26/2005
	MULTIPLE PET LEASH	US		9/30/2003
D295088	SCRATCHING POST	US		4/5/1988
6,003,473	PET IDENTIFICATION AND RETRIEVAL DEVICE	US		12/21/1999
6,484,671	TREAT DISPENSING TOY	US		11/26/2002

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REEL: 003296 FRAME: 0571

S.N./Patent No.	Title	Country	Filing Date	Issue Date
6,557,496	TREAT DISPENSING TOY	US		5/6/2003
D454,993	PET TOY	US		3/26/2002
D492,455	TOY BALL	US		6/29/2004
5,419,283	ANIMAL CHEW TOY OF STARCH MATERIAL AND DEGRADABLE ETHYLENE COPOLYMER	US		5/30/1995
5,485,810	LEASH-CONTROLLABLE DOG HARNESS HAVING PROTECTIVE SLEEVES	US		1/30/1996
5,329,885	LEASH-CONTROLLABLE DOG HARNESS	US		7/19/1994
6,626,132	MULTIPLE PET LEASH	US		9/30/2003
6,082,308	ANIMAL RESTRAINING DEVICE	US		7/4/2000
6,405,683	RETRACTABLE LEASH ASSEMBLY	US		6/18/2002
5,660,576	TOY BALL	US		8/26/1997
6,623,328	DISMEMBERABLE CANINE APPEASEMENT DEVICE AND METHOD	US		9/23/2003
6,978,737	DOOR MOUNTED TIE-OUT	US		12/27/2005
	ANIMAL ROPE AND PLUSH TOY			
	ANIMAL ROPE AND PLUSH TOY			
	PRINTED DISPOSABLE ANIMAL TRAINING PAD			
	PRINTED DISPOSABLE ANIMAL TRAINING PAD			
	PET EXERCISE AND ENTERTAINMENT DEVICE			
	PET EXERCISE AND ENTERTAINMENT DEVICE			

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SCHEDULE C
to
AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

Borrower's Licenses:

1. License and Supply Agreement effective as of September 13, 2002, by and between Angelcare Monitors Inc., a Canadian corporation, having an address at 550 chemin du Golg, Suite 202, Nun's Island, Quebec, Canada, H3E 1A8, and Doskocil Manufacturing Company Inc.

2. Trademark License Agreement effective March 1, 1999 by and between Pet Mate Limited, an English Company of Lyon Road, Hersham, Surrey, KT123PU England and Doskocil Manufacturing Company, Inc.

3. Purchase and Marketing Agreement effective as of February 20, 2001 by and among Animal Magnetism, a division of Cuddlewear, Inc., located at 3-1 Park Plaza, Old Brookville, New York 11545, and Doskocil Manufacturing Company, Inc. and Samuel Sonny Crane whose address is 19 Cedar Lane North, Glen Head, New York, 11545.

4. License and Supply Agreement effective as of March 1, 2004, by and between Microban (Americas), a division of Microban Products Company, a North Carolina company, having an address at 11515 Vanstory Drive, Suite 110, Huntsville, North Carolina, 28078, and Doskocil Manufacturing Company Inc.

5. Marketing and Distribution Agreement effective March 31, 2004 by and between Aviva Sports, LLC, a Missouri corporation, having an address at 4059 Street Road, Montreal, Missouri 65591, and Doskocil Manufacturing Company Inc.

6. Marketing and Distribution Agreement effective May 19, 2004 by and between Nu-Tec Designs LLC, a Washington corporation, having an address at 10620 210th Ave, NE Redmond, Washington 98053, and Doskocil Manufacturing Company, Inc.

7. License Agreement effective November 4, 2005 between Alternative Control Technology, Inc., having a location at 145 Mansfield Circle, Lexington, South Carolina 29073-8080, and Doskocil Manufacturing Company, Inc.

8. Trademark License Agreement effective January 29, 2004 by and between Case Cargo, Inc, a Texas corporation, having an address at 1425 Whitlock Lane, Suite 100, Carrollton, Texas 75006, ("Licensor"), Casey Homoly, and individual ("Homoly"), and Doskocil Manufacturing Company, Inc.

9. License Agreement effective June 28, 2004 by and between Design/Craft Fabric Corporation, an Illinois company, having an address at 2230 Ridge Drive, Glenville, Illinois 60025, and Doskocil Manufacturing Company, Inc.

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REEL: 003296 FRAME: 0573

Licenses of Aspen Pet Products Holdings, Inc.:

None.

Licenses of Aspen Pet Products, Inc.:

1. License and Know-How Agreement, dated as of January 22, 1997, between Ciuffo Gatto S.r.l. and Aspen Pet Products, Inc., as renewed by the Renewal of a License and Know-How Agreement, executed on April 28, 2005.

2. License, Manufacture and Distribution Agreement, dated as of November 15, 1999, between Eleven, LLC and Aspen Pet Products, Inc. (Walkabout Leash/Comfort Leash).

3. License, Manufacture and Distribution Agreement, dated as of September 15, 2000, between Eleven, LLC and Aspen Pet Products, Inc. (Domed Cat Litter Box).

4. License, Manufacture and Distribution Agreement, dated as of August, 2004, between Eleven, LLC and Aspen Pet Products, Inc., and related Patent Assignment Agreement (Scoop & Hide).

5. License, Manufacture and Distribution Agreement, dated as of September, 2004, between Eleven, LLC and Aspen Pet Products, Inc., and related Patent Assignment Agreement, (Signature Leash Collar Harness).

6. License, Manufacture and Distribution Agreement, dated as of August, 2004, between Eleven, LLC and Aspen Pet Products, Inc., and related Patent Assignment Agreement (Interactive Pet Toys).

7. License, Manufacture and Distribution Agreement, dated as of August, 2004, between Eleven, LLC and Aspen Pet Products, Inc., and related Patent Assignment Agreement (Cat Box & Tray).

8. Master Design Services Agreement for Pet Toys and Accessories, dated as of May 11, 2001, between Eleven, LLC and Aspen Pet Products, Inc.

9. License Agreement, dated as of January, 1992, between The Aspen Company, Inc. and Carpe Diem, Imagineering, Inc.

10. License Agreement, dated as of July 15, 1996, between Aspen Pet Products, Inc. and Carpe Diem Imagineering, as amended by the Amendment, effective as of April 1, 2002, between Aspen Pet Products, Inc. and Carpe Diem Imagineering.

11. Non-Exclusive License Agreement, dated as of May 1, 2002, between Joseph S. Sporn and Aspen Pet Products, Inc.

12. Product Development Agreement, dated as of October 7, 1997, between Aspen Pet Products, Inc. and RUFF Concepts, Inc.

13. License Agreement, dated as of March 30, 2005, between Aspen Pet Products, Inc. and GeDo, Inc. (The Petray).

14. License Agreement, dated as of March 30, 2005, between Aspen Pet Products, Inc. and GeDo, Inc. (The Zoomball).

15. License Agreement, dated as of March 30, 2005, between Aspen Pet Products, Inc. and GeDo, Inc. (SparCat Cat Toy).

16. Exclusive License Agreement, dated as of October 3, 2003, between Pet Generation, LLC and Aspen Pet Products, Inc.

17. Settlement Agreement, License Agreement and Release, dated as of August 19, 2002, between Aspen Pet Products, Inc. and MJC-A World of Quality, Inc.

18. License, Manufacture and Distribution Agreement, dated as of July 20, 1999, among Aspen Pet Products, Inc., Winga Designs, Inc. and Justin Winga.

19. Design License Agreement, dated as of December 17, 2001, between Aspen Pet Products, Inc. and Catrinka Marvis.

20. Exclusive License Agreement, dated as of December 27, 2004, between Aspen Pet Products, Inc. and Charles P. Costello.

21. Product Development and Exclusive License Agreement, dated as of October 27, 1994, between BOODA Products, Inc. and Pet Avenue, Inc., as assumed by BOODA Acquisition Corp. pursuant to the letter agreement with Pet Avenue, Inc. dated December 19, 1995.

22. License Agreement, dated as of April 1, 2005, between majorTOY, Inc. and Aspen Pet Products, Inc. (Tug-N-Plush).

23. License Agreement, dated as of April 1, 2005, between majorTOY, Inc. and Aspen Pet Products, Inc. (Treat Launcher).

24. Consulting and Commission Agreement, dated February 25, 2005, among Aspen Pet Products, Inc., Marketing and Creative Sales, Inc. and Rod Herrenbruck.

25. Exclusive License Agreement, dated February 25, 2005, between Aspen Pet Products, Inc. and Royalty Partners, Limited Partnership.

26. License Agreement, dated as of February 1, 2005, between Link Group International, LLP and Marketing and Creative Sales, Inc., as assigned by Marketing and Creative Sales, Inc. to Royalty Partners, Limited Partnership, as of February 25, 2005, as sublicensed to Aspen Pet Products, Inc.

27. Contract Assignment, dated as of February 25, 2005, executed by Marketing and Creative Sales, Inc. regarding Confidential Technology Development Agreement, dated September 29, 2004 between MGP Ingredients, Inc. and Marketing and Creative Sales, Inc., together with the Confidential Technology Development Agreement.

28. License Agreement, effective as of November 1, 2004, between Double Doggie, LLC and Aspen Pet Products, Inc.

29. License Agreement, dated as of May 9, 2005, between Dennis Fountaine (Rocket Science Labs) and Aspen Pet Products, Inc. (Gato del Sol).

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REEL: 003296 FRAME: 0575

30. License Agreement, dated as of May 9, 2005, between Dennis Fountaine (Rocket Science Labs) and Aspen Pet Products, Inc. (Doggy Bag).

31. License Agreement, dated as of April 18, 2005, between Jim McCafferty Productions, Inc., Galoob Product Development, Inc. and Aspen Pet Products, Inc.

32. License Agreement, dated as of April 15, 2005, between Intelibaby LLC and Aspen Pet Products, Inc.

33. Licensing Agreement, dated as of July 15, 2005, between Lassen International, Inc. and Aspen Pet Products, Inc.

34. Nonexclusive License Agreement, dated as of October, 2004, between Aspen Pet Products, Inc. (as Licensor) and Ethical Products, Inc.

35. Agreement, dated July 17, 2005, among Richard C. Levy & Associates, Pauline Olson and Aspen Pet Products, Inc. (Tyvek)

36. License Agreement, dated October 10, 2005, between Creata (USA) Inc. and Aspen Pet Products, Inc. (Kitty Beans)

37. License Agreement, dated November 29, 2005, between Kennedy-Matsumoto Design, LLC Richard C. Levy & Asso., and Aspen Pet Products, Inc. (Ball Throwing Pet Item)

38. Agreement, dated July 17, 2005, among Ronald Milner, Richard C. Levy & Associates and Aspen Pet Products, Inc. (Dog leash handle with ultrasonic noise generator)