

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dallas Manufacturing Company, Inc.		06/03/2008	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	2200 Ross Avenue, 8th Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1632382	CEDARSACK
Registration Number:	1671141	COZY PET
Serial Number:	78667585	GREAT DIVIDE
Serial Number:	78667592	GREAT DIVIDE
Serial Number:	78667588	GREAT DIVIDE
Registration Number:	1713771	GULF STREAM
Registration Number:	1713438	HARBOR MASTER
Serial Number:	76687096	NUZZLER
Registration Number:	1784159	POOCH PILLOW
Registration Number:	2140147	REPTARIUM
Registration Number:	2019628	SHERPS
Serial Number:	76676501	SOFT SPOT
Registration Number:	3202499	SOFTRAY
Registration Number:	1916491	SWEET DREAMS

CH \$490.00 1632382

Registration Number:	2179141	TERRAFORM
Registration Number:	1671769	THE WAG BAG
Serial Number:	78667599	WOODLAND SERIES
Registration Number:	3353514	WOODLAND SERIES
Serial Number:	78667606	WOODLAND SERIES

**CORRESPONDENCE DATA**

Fax Number: (214)745-5390  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2147455300  
Email: jmuennink@winstead.com  
Correspondent Name: Cathryn A. Berryman c/o WInstead  
Address Line 1: P.O. Box 50784  
Address Line 4: Dallas, TEXAS 75250-0784

ATTORNEY DOCKET NUMBER:	13312 439
NAME OF SUBMITTER:	Cathryn A. Berryman
Signature:	/Cathryn A. Berryman/
Date:	06/19/2008

**Total Attachments: 19**  
source=13312 dallas jp assgn#page1.tif  
source=13312 dallas jp assgn#page2.tif  
source=13312 dallas jp assgn#page3.tif  
source=13312 dallas jp assgn#page4.tif  
source=13312 dallas jp assgn#page5.tif  
source=13312 dallas jp assgn#page6.tif  
source=13312 dallas jp assgn#page7.tif  
source=13312 dallas jp assgn#page8.tif  
source=13312 dallas jp assgn#page9.tif  
source=13312 dallas jp assgn#page10.tif  
source=13312 dallas jp assgn#page11.tif  
source=13312 dallas jp assgn#page12.tif  
source=13312 dallas jp assgn#page13.tif  
source=13312 dallas jp assgn#page14.tif  
source=13312 dallas jp assgn#page15.tif  
source=13312 dallas jp assgn#page16.tif  
source=13312 dallas jp assgn#page17.tif  
source=13312 dallas jp assgn#page18.tif  
source=13312 dallas jp assgn#page19.tif

## INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT (this "Agreement") is dated as of June 3, 2008 by and between DALLAS MANUFACTURING COMPANY, INC., a Texas corporation (the "Company"), and JPMORGAN CHASE BANK, N.A., as agent (the "Agent") for the Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of even date herewith among THE BRINKMANN CORPORATION, a Texas corporation (the "Borrower"), the financial institutions signatory thereto (the "Lenders"), and the Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make certain loans to the Borrower;

WHEREAS, the Company, a Wholly-Owned Subsidiary (as defined in the Credit Agreement) of the Borrower, will receive substantial and direct benefits from the extensions of credit contemplated by the Credit Agreement and is entering into the Guaranty (as hereinafter defined) and this Agreement to induce the Agent and the Lenders to enter into the Credit Agreement and extend credit to the Borrower thereunder; and

WHEREAS, as a condition to entering into the Credit Agreement, the Lenders have required that the Company grant to the Agent, on behalf of the Lenders and at the Agent's request, a security interest in certain of the Company's assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **1. DEFINITIONS AND EFFECT.**

1.1. General Terms. As used in this Agreement:

"Agreement" means this Intellectual Property Security Interest Agreement, as it may be amended, restated, modified or supplemented from time to time.

"Collateral" has the meaning ascribed to it by Section 2 hereof.

"Copyrights" has the meaning ascribed to it by Section 2(a) hereof.

"Default" means an event described in Section 5 hereof.

"DMC Credit Agreement" means that certain Loan and Security Agreement dated as of July 21, 1995 between DMC and Comerica Bank-Texas, as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time.

"Guaranty" means that certain Guaranty dated as of the date hereof by the Company in favor of the Agent and the Lenders, as the same may be amended, restated, modified or supplemented from time to time.

"Licenses" has the meaning ascribed to it by Section 2(c) hereof.

"Lien" means any security interest, mortgage, pledge, hypothecation, lien, claim, charge, encumbrance, title retention agreement, or lessor's interest, in or on the Collateral or any portion thereof.

"Obligations" means all "Guaranteed Debt" as defined in the Guaranty.

"Patents" has the meaning ascribed to it by Section 2(d) hereof.

"Related Documents" means, collectively, all documents and things in the Company's possession related to the production and sale by the Company, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of the Company in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Trademarks" has the meaning ascribed to it by Section 2(b) hereof.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time, or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

"Unmatured Default" means an event which but for the lapse of requisite time or the giving of requisite notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

## **2. GRANT OF SECURITY INTEREST.**

The Company hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Company's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral") to secure payment of the Obligations:

(a) all United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and

all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which the Company is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, the license agreements listed on Exhibit C hereto (the "Licenses"); provided, that notwithstanding the foregoing, "Licenses" shall not include any license which by its terms prohibits the grant of the security interest contemplated by this Agreement;

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit D hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of the Company's business connected with the use of and symbolized by the Trademarks;

(f) the Related Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

### 3. REPRESENTATIONS AND WARRANTIES.

The Company represents and warrants to the Agent and the Lenders that:

3.1. Existence and Standing. The Company is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and the Company has all

requisite authority to conduct its business and is qualified to do business in each jurisdiction in which its business is conducted except those jurisdictions in which the failure to so qualify could not reasonably be expected to have a Material Adverse Effect.

3.2. Authorization. Validity and Enforceability. The execution, delivery and performance by the Company of this Agreement have been duly authorized by proper corporate proceedings, and this Agreement constitutes a legal, valid and binding obligation of the Company and creates a security interest which is enforceable against the Company in all now owned and hereafter acquired Collateral.

3.3. Conflicting Laws and Contracts. Neither the execution and delivery by the Company of this Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof, will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Company or the Company's articles of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Company is a party or is subject, or by which it, or its property, is bound, or conflict therewith or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement.

3.4. Principal Location. As of the date hereof, the Company's mailing address, and the location of its chief executive office and the books and records relating to the Collateral are disclosed in Exhibit E hereto.

3.5. No Other Names. The Company has not conducted business under any name except the names in which it has executed this Agreement or as otherwise disclosed pursuant to the Loan Documents.

3.6. No Default. No Default or Unmatured Default exists.

3.7. No Financing Statements. No financing statement or similar document describing all or any portion of the Collateral which has not lapsed or been terminated naming the Company as debtor or assignor has been filed in any jurisdiction or office, including, without limitation, the United States Patent and Trademark Office or the United States Copyright Office, except as permitted under the Credit Agreement.

3.8. Security Interest. This Agreement creates a valid security interest in the Collateral, enforceable against the Company and all third parties, securing payment of the Obligations, which security interest will be perfected, with respect to rights in the United States, upon (a) the recording of this Agreement in the Office of the Commissioner of Patents and Trademarks and the United States Copyright Office, and (b) the filing of Uniform Commercial Code financing statements with the Secretary of State of Texas.

3.9. Registrations. The Company has duly and properly applied for registration of the Copyrights, Trademarks and Patents listed in Exhibits A, B and D hereto as indicated thereon, respectively, in the United States Patent and Trademark Office or the Copyright Office, as applicable.

3.10. Litigation. There has been no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of the Company's officers, threatened against or affecting the Company or its Subsidiaries challenging the Company's right, title and interest in the Collateral or alleging that the Company's use of any Collateral violates the rights of any Person. The Company's use of the Collateral does not infringe upon the rights of any third party.

3.11. Complete Listing. The Copyrights, Trademarks, Licenses and Patents set forth on the Schedules hereto constitute, as of the date hereof, all material Copyrights, Trademarks, Licenses and Patents of the Company.

#### 4. COVENANTS.

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1. Inspection. The Company will permit the Agent, by representatives and agents, to examine and make copies of the records of the Company relating to the Collateral, and to discuss the Collateral and the records of the Company with respect thereto with, and to be advised as to the same by, the Company's officers and employees at such reasonable times and intervals as the Agent may designate.

4.2. Taxes. The Company will pay when due all taxes, assessments and governmental charges and levies upon the Collateral to the extent permitted pursuant to clauses (a) and (b) of Section 6.5 of the Credit Agreement.

4.3. Records and Reports. The Company will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time reasonably request.

4.4. Notice of Default. The Company will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development; financial or other, which would have a Material Adverse Effect.

4.5. Financing Statements and Other Actions. The Company will execute and deliver to the Agent all financing statements and other documents from time to time requested by the Agent or any Lender in order to maintain a perfected security interest in the Collateral.

4.6. Disposition of Collateral. Except for non-exclusive licensing agreements or as permitted under the Credit Agreement, the Company will not sell, lease or otherwise dispose of the Collateral.

4.7. Liens. The Company will not create, incur or suffer to exist any Lien upon the Collateral except the security interest created by this Agreement and as otherwise permitted by Section 6.18 of the Credit Agreement.

4.8. Other Financing Statements. The Company will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the

Collateral, except financing statements naming the lenders under the DMC Credit Agreement and the Agent, on behalf of the Lenders, as secured parties.

4.9. Preservation of Value. The Company agrees to protect and preserve the value and integrity of all material Trademarks, Patents, Copyrights and Licenses and, to that end, shall maintain the quality of any and all of its products or services bearing the trademarks or service marks included in such Trademarks, Patents, Copyrights or Licenses consistent with the quality of such products and services of such marks as of the date of this Agreement.

4.10. Collateral Royalties; Term. The Company hereby agrees that any use by the Agent, on behalf of the Lenders, of any Patents, Copyrights, Trademarks and Licenses as described above shall be worldwide, to the extent possessed by the Company, and without any liability for royalties or other related charges from the Agent or any Lender to the Company. The term of the security interests granted herein shall extend until the expiration of each of the respective Copyrights, Trademarks, Patents and Licenses pledged hereunder, or until the Obligations have been indefeasibly paid in full, no commitment by the Agent or any Lender exists that could give rise to any obligations and the Credit Agreement and this Agreement have been terminated, whichever first occurs.

4.11. Annual Report. The Company shall provide the Agent upon request, and in any event prior to April 15 of each year, with a list of all new applications for United States and foreign copyrights, patents and trademarks, which new applications shall be subject to the terms and conditions of this Agreement. The Company hereby authorizes the Agent to modify this Agreement by amending the Exhibits hereto to include any such new Trademarks, Patents, Copyrights or Licenses and to re-record this Agreement from time to time as the Agent sees fit.

4.12. Duties of Company. The Company shall have the duty (a) to prosecute diligently any application to register the Patents, Trademarks and Copyrights pending as of the date hereof or thereafter until all obligations have been indefeasibly paid in full, (b) to make application on unpatented but patentable material inventions and on material Trademarks and Copyrights, as appropriate or as requested by the Agent, and (c) to preserve and maintain all rights in all applications to register material Patents, Trademarks and Copyrights. Any expenses incurred in connection with such applications shall be borne by the Company. The Company shall not abandon any right to file an application to register material Patents, Trademarks and Copyrights without the prior written consent of the Agent.

4.13. Delivery of Certificates. Upon the request of the Agent, the Company shall deliver to the Agent copies of all existing and future official Certificates of Registration for the Patents, Trademarks and Copyrights.

4.14. Notice of Proceedings. The Company shall promptly notify the Agent and the Lenders of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any agency of any state or any court regarding the Company's right, title and interest in any material Patent, Trademark or Copyright or the Company's right to register any material Patent, Trademark or Copyright.



## **5. DEFAULT.**

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made or deemed made by or on behalf of the Company to the Agent or the Lenders under or in connection with this Agreement shall be false in any material respect as of the date on which made or deemed made.

5.1.2. The breach by the Company of any of the terms or provisions of Section 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 or 8.5 hereof.

5.1.3. The breach by the Company (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2 hereof) of any of the terms or provisions of this Agreement which is not remedied within twenty (20) days after the giving of written notice by the Agent.

5.1.4. The occurrence of any "Default" under and as defined in the Credit Agreement.

5.2. Acceleration and Remedies. If any Default described in the Credit Agreement occurs with respect to the Company, the obligations of the Lenders to make Loans thereunder and the right of the Lenders to declare the obligations to be due and payable shall be determined in accordance with the Credit Agreement.

5.3. Company's obligations Upon Default. Upon the request of the Agent after a Default occurs and is continuing, the Company will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at the main office of the Borrower or at such other place or places reasonably specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter and remain on any premises where all or any part of the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or such books and records and to remove all or any part of the Collateral or such books and records.

## **6. WAIVERS, AMENDMENTS AND REMEDIES.**

6.1. Remedies. In the event that any Default has occurred and is continuing, the Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Company or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver said Collateral, or any part thereof, in one or more portions at public or private sale or sales or dispositions, at any exchange,

broker's board or at any of the Agent's offices or elsewhere upon such terms and conditions as the Agent may deem advisable and at such prices as the Agent may deem best, for any combination of cash or on credit or for future delivery without assumption of any credit risk, with the right to the Agent or any Lender upon any such sale or sales or dispositions, public or private, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released.

6.2. Waivers and Amendments. No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Unmatured Default or Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy, and no waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Agent and the Required Lenders (if so required by the Credit Agreement), and then only to the extent specifically set forth in such writing; provided, however, that any amendment purporting to release all or substantially all of the Collateral shall be valid only if signed by the Agent and all of the Lenders. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations have been indefeasibly paid in full.

## 7. PROCEEDS.

7.1. Special Collateral Account. After a Default has occurred and is continuing, all cash proceeds of the Collateral received by the Agent shall be deposited in a special cash collateral account with the Agent and held there as security for the Obligations.

7.2. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all reasonable costs and expenses of the Agent and the Lenders incurred in connection with the collection and enforcement of the Obligations or of the security interest granted to the Agent and the Lenders pursuant to this Agreement, including all costs and expenses of any sale pursuant hereto, and of any judicial or private proceedings in which such sale may be made, and of all other expenses, liabilities and advances made or incurred by the Agent, the Lenders and the agents and attorneys of each of them, together with interest at the Default Rate on such costs, expenses and liabilities and on all advances made by the Agent or any Lender from the date any such cost, expense or liability is due, owing or unpaid or any such advance is made, in each case until paid in full;

(b) SECOND, to payment of any amounts due and owing in accordance with the application of proceeds section set forth as Section 7.3 to the Borrower Security Agreement; and

(c) THIRD, the balance, if any, after all of the obligations have been satisfied, shall be remitted as required by law.

## 8. GENERAL PROVISIONS.

8.1. Notice of Disposition of Collateral. The Company hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Company, addressed as set forth in Section 10 hereof, at least ten (10) days prior to any such public sale or the time after which any such private sale or other disposition may be made.

8.2. Agent Performance of Company Obligations. Without having any obligation to do so, upon either (a) notice to the Company or (b) the occurrence of an Unmatured Default or a Default, the Agent may perform or pay any obligation which the Company has agreed to perform or pay in this Agreement and the Company shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.2. The Company's obligation to reimburse the Agent pursuant to the preceding sentence shall be an obligation payable on demand.

8.3. Authorization for Agent to Take Certain Action. The Company irrevocably authorizes the Agent at any time and from time to time, in the sole discretion of the Agent, upon either (a) notice to the Company or (b) the occurrence of an Unmatured Default or a Default: (i) to execute on behalf of the Company as debtor and to file financing statements and other documents with the United States Patent and Trademark Office or Copyright Office or otherwise which are necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's and Lenders' security interest in the Collateral; (ii) to endorse and collect any cash proceeds of the Collateral; or (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's and the Lenders' security interest in the Collateral. At any time and from time to time after the Obligations have been declared or become due and payable in accordance with the Credit Agreement, the Company authorizes the Agent to apply the proceeds of any Collateral received by the Agent to the Obligations as provided in Section 7 hereof.

8.4. Specific Performance of Certain Covenants. The Company acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1, 4.5, 4.6, 4.13, 5.3 and 8.5 hereof will cause irreparable injury to the Agent and the Lenders and that the Agent and the Lenders have no adequate remedy at law in respect of such breaches and therefore agree, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Company contained in this Agreement, that the covenants of the Company contained in the Sections referred to in this Section 8.4 shall be specifically enforceable against the Company.

8.5. Dispositions Not Authorized. Except as provided for by the Credit Agreement, the Company is not authorized to sell or otherwise dispose of the Collateral and notwithstanding any course of dealing between the Company and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent of the Required Lenders or all Lenders, as required by the Credit Agreement.

8.6. Definition of Certain Terms. Terms defined in the Uniform Commercial Code which are not otherwise defined in this Agreement are used in this Agreement as defined in the Uniform Commercial Code as in effect on the date hereof.

8.7. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Company, the Agent and the Lenders and their respective successors and assigns, except that the Company shall not have the right to assign its rights or obligations under this Agreement or any interest herein, without the prior written consent of the Agent and the Lenders.

8.8. Survival of Representations. All representations and warranties of the Company contained in this Agreement shall survive the execution and delivery of this Agreement.

8.9. Taxes and Expenses. Any taxes (including, without limitation, any sales, gross receipts, general corporation, personal property, privilege or license taxes, but not including any federal or other taxes imposed upon the Agent or any Lender, with respect to its gross or net income or profits arising out of this Agreement) payable or ruled payable by any Federal or State authority in respect of this Agreement shall be paid by the Company, together with interest and penalties, if any. The Company shall reimburse (a) the Agent for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral), and (b) the Agent and each Lender for any and all reasonable out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent or such Lender) paid or incurred by the Agent or such Lender in connection with the collection and enforcement of this Agreement.

8.10. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

8.11. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time there may be no obligations or commitments therefor outstanding) until the payment in full of the Obligations and the termination of the Credit Agreement in accordance with its terms and all commitments of the Lenders thereunder, at which time the security interests granted hereby shall terminate and any and all rights to the Collateral shall revert to the Company. Upon such termination, the Agent shall promptly return to the Company, at the Company's expense, such of the Collateral held by the Agent as shall not have been sold or otherwise applied pursuant to the terms hereof. The Agent will promptly execute and deliver to the Company such other documents as the Company shall reasonably request to evidence such termination.

8.12. Entire Agreement. This Agreement, the Credit Agreement and the other Loan Documents embody the entire agreement and understanding between the Company and the Agent relating to the Collateral and supersede all prior agreements and understandings between the Company and the Agent relating to the Collateral.

8.13. Indemnity. The Company hereby agrees to assume liability for, and does hereby agree to indemnify and keep harmless the Agent and each Lender, its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature, imposed on, incurred by or asserted against the Agent or any Lender, or its successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (other than liability resulting from the gross negligence or willful misconduct of the Agent or any such Lender).

8.14. Releases. Upon termination of this Agreement in accordance with the provisions of Section 8.11 hereof, the Agent and the Lenders shall, at the Company's request and expense, execute such releases as the Company may reasonably request, in form and upon terms acceptable to the Agent and the Lenders in all respects.

8.15. Waivers. Except to the extent expressly otherwise provided herein or in any other Loan Document, the Company waives, to the extent permitted by applicable law, (a) any right to require either the Agent or any Lender to proceed against any other person, to exhaust its rights in any other collateral, or to pursue any other right which either the Agent or any Lender may have, and (b) with respect to the Obligations, presentment and demand for payment, protest, notice of protest and non-payment, and notice of the intention to accelerate.

8.16. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Company and the Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

8.17. **CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS, OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.18. Marshalling. Neither the Agent nor any Lender shall be under any obligation to marshal any assets in favor of the Company or any other party or against or in payment of any or all of the Obligations.

8.19. Subordination. The rights and remedies of the Agent and the Lenders hereunder are subject, in all respects, to the terms and conditions of that certain Intercreditor and Subordination Agreement dated as of the date hereof between the Agent and Comerica Bank as amended, supplemented or modified from time to time.

9. **THE AGENT.**

JPMorgan Chase Bank, N.A. has been appointed as Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement, and the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

10. **NOTICES.**

10.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be given in accordance with Section 13.1 of the Credit Agreement.

10.2. Change in Address for Notices. The Company and the Agent or any Lender may change the address for service of notice upon it by a notice in writing to the other.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

DALLAS MANUFACTURING COMPANY, INC.

By: [Signature]  
J. Baxter Brinkmann, President

JPMORGAN CHASE BANK, N.A., as Agent

By: \_\_\_\_\_  
Bradley C. Peters, Senior Vice President

STATE OF TEXAS            )  
  )  
COUNTY OF Dallas        )        SS:

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this 03 day of June, 2008 by J. Baxter Brinkmann personally known to me to be the President of Dallas Manufacturing Company, Inc., a Texas corporation, on behalf of such corporation.

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 5-19-2012



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

DALLAS MANUFACTURING COMPANY, INC.

By: \_\_\_\_\_  
J. Baxter Brinkmann, President

JPMORGAN CHASE BANK, N.A., as Agent

By: Bradley C. Peters  
Bradley C. Peters, Senior Vice President

STATE OF TEXAS            )  
  )        SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing Intellectual Property Security Interest Agreement was executed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by J. Baxter Brinkmann personally known to me to be the President of Dallas Manufacturing Company, Inc., a Texas corporation, on behalf of such corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)



EXHIBIT A  
COPYRIGHTS

None

**Exhibit B**  
Dallas Manufacturing Company, Inc.  
US Trademarks

U.S. TRADEMARK	COUNTRY	FILED	TRADEMARK NO.	REGISTER DATE
CEDARSACK	USA	03/12/90	1632382	01/22/91
COZY PET	USA	02/13/91	1671141	01/07/92
GREAT DIVIDE CL. 18	USA	07/11/05	78/667,585	Pending
GREAT DIVIDE CL. 20	USA	07/11/05	78/667,592	12/18/07
GREAT DIVIDE CL. 21	USA	07/11/05	78/667,588	Pending
GULF STREAM	USA	02/13/91	1713771	09/08/92
HARBOR MASTER	USA	02/13/91	1713438	09/08/92
NUZZLER	USA	02/25/08	76/687,096	Pending
POOCH PILLOW	USA	11/20/92	1784159	07/27/93
REPTARIUM	USA	07/18/96	2140147	03/03/98
SHERPS	USA	07/28/94	2019628	11/26/96
SOFT SPOT	USA	05/04/07	76/676,501	Pending
SOFTRAY	USA	05/03/04	3202499	01/23/07
SWEET DREAMS	USA	09/30/94	1916491	09/05/95
TERRAFORM	USA	07/12/96	2179141	08/04/98
THE WAG BAG	USA	02/13/91	1671769	01/14/92
WOODLAND SERIES CL. 18	USA	07/11/05	78/667,599	Pending
WOODLAND SERIES CL. 20	USA	07/11/05	3353514	12/11/07
WOODLAND SERIES CL. 21	USA	07/11/05	78/667,606	Pending

EXHIBIT C

LICENSES

None

**Exhibit D**  
Dallas Manufacturing Company, Inc.  
U.S. PATENTS

U.S. PATENT NAME	COUNTRY	FILING DATE	PATENT NO.	ISSUE DATE
COLLAPSIBLE PET BED	USA	06/19/95	5588393	12/31/96
COLLAPSIBLE PET BED	USA	12/31/96	5826537	10/27/98
DISPLAY ENVIRONMENT FOR REPTILES AND OTHER PETS	USA	05/02/96	5803019	09/08/98
PET TOY WITH THE FACE OF AN APE (Ape Pet Toy)	USA	05/29/98	D418,260	12/28/99
PET TOY WITH THE FACE OF AN ELEPHANT (Elephant Pet Toy)	USA	05/29/98	D421,511	03/07/00
PET TOY WITH THE FACE OF A LION (Lion Pet Toy)	USA	05/29/98	D424,255	05/02/00
PET TOY WITH THE FACE OF A PIG (Pig Pet Toy)	USA	05/29/98	D420,178	02/01/00
PET TOY WITH THE FACE OF A RABBIT (Rabbit Pet Toy)	USA	05/29/98	D418,637	01/04/00
PET TOY WITH THE FACE OF A TIGER (Tiger Pet Toy)	USA	05/29/98	D421,510	03/07/00
FLOWER PET BED	USA	09/01/05	D535,063	01/09/07
SOFA PET BED	USA	09/01/05	D535,064	01/09/07

EXHIBIT E

Principal Place of Business and Mailing Address:

4215 McEwen Road  
Dallas, TX 75244