

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.		06/10/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Agent for the Revolving Loan Lenders and the Term Loan A Lenders and as Term Loan B Agent for the Term Loan B Lenders
Street Address:	901 Main St., 22nd Floor
Internal Address:	Mail Code: TX1-492-22-13
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3426153	BOODA BONE
Registration Number:	3419537	CRINKLE CRITTERS
Registration Number:	3412067	DAZZLING DOGGIE
Registration Number:	3272965	DOGZILLA
Registration Number:	3249666	EASY HITCH
Registration Number:	3356959	GO GET IT!
Registration Number:	3360309	SWIFTScoop
Registration Number:	3328424	TANK CRASHERS
Serial Number:	77310100	ARCTIC BONE
Serial Number:	77310108	ARCTIC POP
Serial Number:	78947456	ASPEN GOLD
Serial Number:	77276657	BOODA
Serial Number:	77130659	CATTLEMEN'S BEST

CH \$415.00 3426153

Serial Number:	77408409	CATZILLA
Serial Number:	77268520	LOVE LIFE ... CHEW ON!
Serial Number:	77130656	TUGGLES

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

ATTORNEY DOCKET NUMBER:	067Z-108718
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	06/26/2008

Total Attachments: 96

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SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT
(First Lien)

THIS SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of June 10, 2008, 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 901 Main Street, 22nd Floor, TX1-492-22-13, Dallas, TX 75202, with reference to the following facts:

RECITALS

A. Dorskocil Manufacturing Company, Inc., a Texas corporation ("Borrower"), previously entered into the Amended and Restated Loan and Security Agreement dated as of January 31, 2006 (as heretofore amended, the "Original Loan Agreement"), among Borrower, the lenders party thereto, Bank of America, N.A., as agent and Ableco Finance LLC as term loan B agent, pursuant to which certain credit facilities were made available to Borrower.

B. In connection with the Original Loan Agreement, Aspen Pet Products Holdings, Inc. ("Aspen Holdings") and Aspen Pet Products, Inc. ("Aspen") entered into a Guaranty, dated January 31, 2006, in favor of Bank of America, as agent for the benefit of certain beneficiaries described therein (the "Original Guaranty").

C. In connection with the Original Loan Agreement, Borrower, Aspen Holdings and Aspen entered into an Amended and Restated Trademark and Patent Security Agreement dated January 31, 2006, in favor of Bank of America, as agent for the benefit of the secured party described therein (the "Original Trademark Security Agreement"). The Original Trademark Security Agreement secured, with respect to Aspen and Aspen Holdings, their obligations under the Original Guaranty, and with respect to Borrower its obligations under the Original Loan Agreement and other loan documents entered into in connection therewith.

D. The Original Loan Agreement is being amended and restated by the Second Amended and Restated Loan and Security Agreement of even date herewith, by and among Borrower, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Agent, and Bank of America, N.A., as Term Loan B Agent (as such agreement may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Loan Agreement") pursuant to which the Lenders are making certain credit facilities available to Borrower.

E. In connection with the Loan Agreement, Aspen and Aspen Holdings have entered into an Amended and Restated Guaranty of even date herewith, in favor of Agent for the benefit of the beneficiaries described therein (as such agreement may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Guaranty")

which amends and restates (but without novation) the Original Guaranty with respect to obligations owed to the beneficiaries described in the Guaranty.

F. The Loan Agreement provides, as a condition to the availability of the credit facilities described, that Debtors enter into this Agreement, which amends and restates (but without novation) the Original Trademark Security Agreement with respect to obligations owed to Secured Party and to grant security interests to Secured Party as herein provided.

G. The Original Trademark Security Agreement provided for the grant of two separate security interests for the benefit of certain separate sets of lenders. This Agreement is a continuation of the security interest granted thereunder for the benefit of Secured Party. Concurrently herewith Debtors are also entering into a Second Amended and Restated Trademark, Patent and Copyright Security Agreement for the benefit of Term Loan B Agent and the secured parties described therein, which amends and restates (but without novation) the Original Trademark Security Agreement with respect to obligations owed to such Persons.

H. Each Debtor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

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

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:

"Agreement" means this Amended and Restated Trademark, Patent and Copyright Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

"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, without limitation, 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"); (d) all of Debtors' present and future copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, whether foreign or domestic, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule D hereto (the "Copyrights"), together with all income, royalties, damages and payments now or hereafter due and/or payable with respect to the foregoing; the right to sue for past, present and future infringements of rights in copyrights, all goodwill of Grantors related thereto, and any and all proceeds of any of the foregoing, including, but not limited to, any and all proceeds of licensing thereof; and (e) 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, Copyrights or of any licenses with respect thereto.

"Secured Party" means collectively, (i) Agent, (ii) the First Lien Lenders, (iii) Agent, any First Lien Lender or any Affiliate of any First Lien Lender or Agent who has a Derivative Obligation owing to it, and (iv) Agent, any First Lien Lender or any Affiliate of any First Lien Lender or Agent who has a Product Obligation owing to it, and each of them, and any one or more of them, and their respective successors in interest. Subject to the terms of the Loan Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Agent.

"Secured Obligations" means, (a) as to Borrower, all Revolving Credit and Term Loan A Obligations of Borrower to Secured Party under the Loan Agreement and other Loan Documents, and (b) as to Aspen and Aspen Holdings, all Guaranteed Obligations (as defined in the Guaranty) of Aspen and Aspen Holdings to Secured Party under the Guaranty, including without limitation, as set forth in Section 2 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. In order to secure the prompt and indefeasible payment and performance of the Secured Obligations, each Debtor hereby grants to Secured Party, a security interest in the Intellectual Property Collateral.

3. WARRANTIES AND COVENANTS

Each Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature until the Secured Obligations have been paid in full in cash or otherwise performed in full, and when no portion

of any Revolving Loan Commitment or Term Loan A Commitment remains outstanding and all outstanding Letters of Credit have been cash collateralized or otherwise terminated):

A. Subject to any exceptions or qualifications as set forth in Section 7.1.16 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, patents and copyrights, 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.

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, including, without limitations, any filings needed to be filed with the United States Copyright Office (the "USCO")) with respect to the Intellectual Property Collateral. Each Debtor further authorizes Secured Party to have this or any other similar security agreement or amendment or supplement hereto filed with the Commissioner of Patents and Trademarks and USCO 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 Secured 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. As of the date hereof, Debtors do not have any Copyrights registered, or subject to pending applications, in the USCO or any similar office or agency in the United States of America other than those described in Schedule D 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, Patent or Copyright with the United States Patent and Trademark Office or USCO, as applicable, 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 all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark, Patent or Copyright.

H. Debtors have not abandoned any of the Trademarks, Patents or Copyrights material to the conduct of its business and Debtors will not do any act, nor omit to do any act, whereby such Trademarks, Patents and Copyrights 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, USCO, 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, Patents and Copyrights 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, Trademark or Copyright. 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, Patents and Copyrights 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 set forth in the Loan Documents or required under applicable law, 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.

A. Secured Party may make use of any Trademarks, Patents and Copyrights 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, Patents and Copyrights (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 the Secured Obligations in such order as provided in the Loan Agreement. 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 expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents and Copyrights relate and such Debtor's customer lists and other records relating to the Trademarks, Patents and Copyrights 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 12.8 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 when all Secured Obligations have been paid in full in cash or otherwise performed in full, and when no portion of any Revolving Loan Commitment or Term Loan A Commitment remains outstanding and all outstanding Letters of Credit have been cash collateralized or otherwise terminated.

G. Each Debtor hereby acknowledges and agrees that the waiver and consents, including without limitation any suretyship waivers, agreed to by the Aspen Pet Products, Inc. and Aspen Pet Products Holdings, Inc. in the Guaranty shall be applicable to this Agreement.

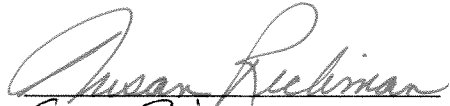
H. This Agreement is one of the Security Documents referred to in the Loan Agreement and is one of the Loan Documents referred to in the Loan Agreement. All provisions contained in the Loan Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though set forth herein in full.

6. AMENDMENT AND RESTATEMENT OF EXISTING SECURITY AGREEMENT. This Agreement constitutes an amendment and restatement of the Original Security Agreement with respect to obligations owed to Secured Party. 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 owing to any Person under the Original Security Agreement or any other loan document entered into in connection with the Original Loan Agreement.

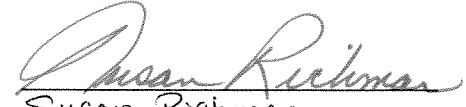
IN WITNESS WHEREOF, Debtors and Secured Party have executed this Agreement as of the day and year first above written.

DEBTORS:


DOSKOCIL MANUFACTURING
COMPANY, INC., a Texas corporation

By: 
Name: Susan Richman
Title: Exec. V.P. & CFO

ASPEN PET PRODUCTS HOLDINGS,
INC., a Delaware corporation

By: 
Name: Susan Richman
Title: Exec. V.P.

ASPEN PET PRODUCTS, INC.,
a Delaware corporation

By: 
Name: Susan Richman
Title: Exec. VP

SECURED PARTY:

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

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtors 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: _____
Name: _____
Title: _____

ASPEN PET PRODUCTS HOLDINGS,
INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ASPEN PET PRODUCTS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

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


By: 
Name: Joy L. Bartholomew
Title: Senior Vice President

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 a Second Amended and Restated
Trademark, Patent and Copyright Security Agreement between Debtor and certain of its
affiliates and Secured Party of even date herewith (the "Security Agreement", capitalized
terms used herein being used with the meanings given to such terms therein) and may not be
revoked until the indefeasible payment in full in cash of all the Secured Obligations, all such
Secured Obligations are otherwise performed in full, when no portion of any Revolving Loan
Commitment or Term Loan A Commitment remains outstanding, and all outstanding Letters
of Credit have been cash collateralized or otherwise terminated. 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 _____, 2008.

DEBTOR:

_____,
a _____ corporation

By: _____
Name: _____
Title: _____

SCHEDULE A
to
SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

Trademarks / Service Marks

Borrower's Trademarks:

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 26938/83892	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
KENNEL CAB 26938/00089	Australia	1176518 05/16/07	1176518 01/29/08
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	1078554 05/22/06
PETMATE POP-UP (26938/00073)	Australia	1078555 10/03/05	1078555 5/22/06

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
POP N GO (26938/00070)	Australia	1078556 10/03/05	1078556 5/22/06
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
DOGLOO Design 26937/69495	Brazil	819997242 08/01/97	
PETMATE 26938/67957	Brazil	820927880 07/23/98	82092880 8/07/07
RUFF HAUZ 26938/69638	Brazil	821030086 11/10/98	
BARNHOME 26938/83898	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
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	TMA675,503 10/23/06
KIBBLE KEEPER 26938/00061	Canada	1,200,667 12/31/03	TMA674,554 10/11/06
PET TAXI 26938/00118	Canada	1370527 11/02/07	
PETBARN 26938/83871	Canada	1160988 12/03/02	603,232 02/25/04
PETMATE 26938/66715	Canada	70006800 03/02/92	TMA09575 03/12/93
PURRFORMA 26938/00008	Canada	1181544 06/16/03	TMA 643,968 07/11/05

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 12/24/93
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
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 26938/00097	China	6214363 08/10/07	
PETMATE 26938/00104	China	6214362 08/10/07	
PETMATE 26938/00103	China	6214461 08/10/07	
PETMATE 26938/00102	China	6214415 08/10/07	
PETMATE 26938/00101	China	6214416 08/10/07	
PETMATE 26938/00100	China	6214418 08/10/07	
PETMATE 26938/00099	China	6214417 08/10/07	
PETMATE 26938/80919	Denmark	VA2001 02854 07/27/01	VR2002 00793 3/6/02

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
PETMATE 26938/67964	Denmark	VA1998 02887 06/23/98	VR2001 01134 03/07/01
PETMATE & Design 26938/83825	Ecuador	121.903 03/05/02	18805-02 09/16/02
PETMATE & Design 26938/83915	Ecuador	121.904 03/05/02	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
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
INDIGO Design 26937/00028	European Community	003783974 04/20/04	003783974 12/19/07
K9 KABIN	European Community	001064815 02/04/99	001064815 05/11/00
KENNEL CAB 26938/00090	European Community	005912134 05/16/07	005912134 03/06/08
LE BISTRO 26938/75156	European Community	1581131 03/29/00	001581131 07/28/03
POP N GO (26938/00068)	European Community	004662912 09/30/05	004662912 7/26/06
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
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
PETBARN 26938/83875	Greece	148337 11/19/02	148337 07/19/04
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 26938/00098	Hong Kong	300933534 08/14/07	300933534 08/14/07
PETMATE 26938/68421.04	International Madrid Convention Germany France	522918 12/09/92	603318 06/09/93
PETMATE 26938/67963	Ireland	98/2582 06/18/98	215121 11/23/00
PETMATE 26938/68420	Italy	RM998C00318 3 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
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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
PETMATE 26938/00066	Japan	2005-93487 10/06/05	4952363 05/12/06
PET-MATE 26938/66643	Japan	99065/93 09/29/93	4189311 09/18/98
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	4952365 05/12/06
POP N GO (26938/00069)	Japan	2005-93488 10/06/05	4952364 05/12/06
RUFF HAUZ 26938/71552	Japan	11-20777 03/08/99	4427639 10/27/00
RUFF HAUZ 26938/82326	Japan	2000-79203 03/08/99	4527285 12/07/01
VARI KENNEL 26938/66636	Japan	99061/93 09/29/93	4360923 03/03/00
VARI KENNEL (in English) 26938/74553	Japan	8-11489 02/09/96	4364795 03/03/00
VARI KENNEL (in 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
PETMATE (26938/00120)	Korea	45-2008- 0000016 01/02/08	
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
DOGLOO 26938/83946	Mexico	570613 10/14/02	821448 02/23/04
PETBARN 26938/83878	Mexico	570612 10/14/02	800761 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
PETMATE 26938/00114	Mexico	893,646 11/05/07	
PETMATE 26938/00115	Mexico	893,648 11/05/07	
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
PETMATE 26938/67962	Portugal	331731 07/27/98	331731 01/04/99
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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
PETMATE 26938/68434	Switzerland	5580/1998 07/08/98	462316 06/17/99
ATTRACT-O-MAT 26938/00079	United States	76/657,116 3/21/06	3,325,372 10/30/07
BARNEY 26938/69330	United States	74/386,127 04/29/93	2,012,169 10/29/96

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
BARNHOME 26938/83442	United States	76/442,510 08/22/02	2,729,002 06/24/03
BAUX'R 26938/69304	United States	74/717,538 08/18/95	1,993,366 08/13/96
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	3,042,989 1/10/06
CABIN KENNEL 26938/00014	United States	76/595007 05/27/04	2,991,406 09/06/05
CHEE-ZUR 26938/00083	United States	76/660,647 09/25/07	3,298,595 09/25/07
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
CURVATIONS	United States	76/689335 05/06/08	
CUTTING BOARD SELECT BITS 26938/00085	United States	76/660,648 05/25/06	3,395,317 03/11/08
CUTTING BOARD SELECTS 26938/00084	United States	76/660,649 05/25/06	3,395,318 03/11/08
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
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
ECO-FRIENDLY and Logo (ITU) 26938/00107	United States	76/680,971 08/21/07	
ECO-FRIENDLY and Logo (USE) 26938/00105	United States	76/680,972 08/21/07	

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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
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
K9 KABIN 26938/69399	United States	75/556,143 09/21/98	2,365,765 07/11/00
KENNEL CAB 26938/69033	United States	73/424,335 05/03/83	1,318,126 02/05/85
KENNEL UP 26938/79414	United States	76/226,885 03/15/01	2,510,384 11/20/01
KIBBLE KEEPER 26938/00042	United States	76/537,479 08/14/03	2,960,456 06/07/05
KITTY COMPLETE 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	3,117,785 07/18/06
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	3,128,822 8/15/06
LITTER ROUNDUP ONE TOUCH 26938/00036	United States	78/549,097 01/18/05	3,128,823 8/15/06
LITTERSWEEP 26938/00035	United States	78/549,104 01/18/05	3,014,287 11/08/05
NUTTA BUTTA 26938/00082	United States	76/660,650 05/25/06	3,395,319 03/11/08
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 TAXI 26938/79341	United States	76/222,935 03/12/01	2,630,666 10/08/02
PET TAXI 26938/69034	United States	73/424,334 03/03/83	1,346,155 07/02/85
PETBARN 26938/83443	United States	76/437,870 08/05/02	2,688,690 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	3,036,384 12/27/05
PETMATE (ITU) 26938/00093	United States	76/680,600 08/10/07	
PETMATE (ITU) 26938/00106	United States	76/680,601 08/10/07	
PETMATE (logo) 26938/66521	United States	75/489,250 05/21/98	2,369,255 07/18/00
PETMATE (USE) 26938/00094	United States	76/680,602 08/10/07	3,404,089 04/01/08
PETMATE BAKERY DELIGHTS 26938/00080	United States	76/658,474 04/14/06	3,298,583 09/25/07
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	3,088,178 05/02/06
POP N GO 26938/00032	United States	76/632,951 03/10/05	3,395,286 03/11/08
PURRFORMA 26938/00007	United States	76/526,532 06/23/03	3,006,227 10/11/05

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
RENEW 526938-00125	United States	77/472721 05/13/08	
RUB A DUB (26938-00076)	United States	76/650,831 11/22/05	3,303,216 10/02/07
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
SKY KENNEL 26938/69244	United States	72/405,189 10/15/71	950176 01/09/73
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	3,133,602 08/22/06
STYLETTE (Block) (26938/00074)	United States	76/649,293 10/25/05	3,144,106 09/19/06
STYLETTE and Design 26938/00057	United States	75/496,944 06/05/98	2,476,134 08/07/01
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
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

Trademarks of Aspen Pet Products Holdings, Inc.:

None.

Trademarks of Aspen Pet Products, Inc.:

MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
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MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
ARCTIC BONE	US	77/310100		
ARCTIC POP	US	77/310108		
ASPEN GOLD	US	78/947,456		
ASPEN PET	CA		1,051,616	
ASPEN PET	CN	6280847		
ASPEN PET	CN	6280848		
ASPEN PET	HK	300954991		
ASPEN PET	US		2,159,992	
ASPEN PET PRODUCTS	US		2,196,983	
BALL A BOUT	US		2,031,072	
BAT N BOBBLE	US		2,046,677	
BOODA	CA		896,061	
BOODA	CN	6280844		
BOODA	CN	6280845		
BOODA	CN	6280846		
BOODA	CN	6280843		
BOODA	HK	300955008		
BOODA	EU		987,933	
BOODA	JP		4,465,666	
BOODA	US		2,249,682	
BOODA	US	77/276657		
BOODA BONE	US		1,797,843	
BOODA BONE	US		3,426,153	
BOODA DOME	US		2,805,330	
BOODA VELVETS	US		2,160,067	
BOODABOX (Stylized)	US		1,715,861	
BUCKAROO!	US		2,544,806	
CASHMERE	US		2,314,796	
CATAPOUNCERS	US	78/506576		
CATAPOUNCERS	CA	1237754		
CATTLEMEN'S BEST	US	77/130659		
CATZILLA	US	77/408409		
CIDER MILL	US		2,712,696	
CIDER MILL & Design	US		2,624,050	
COMFORT CHAIN	US		3,235,080	
CRAZY CIRCLE	US		1,678,128	
CRINKLE CRITTERS	US	77/157548	3,419,537	4/29/08
DASHING DOGS	US		2,609,342	
DAZZLING DOGGIE	US	77/009303	3,412,067	4/15/08
DINO DOTS	US		3,166,612	10/31/06
DOGGONE SONGS	US		3,120,048	
DOGZILLA	HK		300910241	
DOGZILLA	US		3,272,965	7/31/07

MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
DOUBLE CHEW	US		3,037,044	
EASY HITCH	US		3,249,666	06/05/07
EASYTURN	US		2,619,134	
FRESH 'N FLOSS	MX		997,726	
FRESH 'N FLOSS	US		2,267,420	
GO GET IT!	US		3,356,959	12/15/07
GOOGLES	US	78/471127		
HANDCRAFTED WITH USA HIDES SINCE 1963	US		2,831,016	
KITTY KLEAN	US		3,044,480	
KNOTTY BONE	US		2,614,711	
LOVE LIFE...CHEW ON!	US	77/268520		
LOOK	US		1,896,157	
MIGHTY LINK	CA		889,781	
MIGHTY LINK	US		3,100,597	
MUTTZ-RRR-ELLA	MX		1,227,212	
NUMMIES	CA		991,143	
NUMMIES	US		2,974,526	
ORIGINAL VELVET	US		3,140,165	
PUP-RRR-MINT	CA	1322694		
PUP-RRR-MINT	MX		991,142	
QUIRKIES	US		2,795,628	
SAFETY GLO	US		2,604,265	
SAFETYFLECT	US		2,609,341	
SMACKLEPUFFS	CA		TMA651,625	
SMACKLEPUFFS	US		2,943,073	
SMARTPADS	US		3,170,015	
SNUFFY'S	US		2,624,847	
SNUFFY'S PREMIUM RAWHIDE & Design	US		2,609,340	
SQUATTERS	US		2,668,987	
SWIFTSCOOP	US		3,360,309	12/25/07
TANK CRASHERS	US		3,328,424	11/06/07
TRIPLE PLAY	US		3,262,497	
TUFF PLUSH	US	78/735593	3,341,407	
TUGGLES	US	77/130656		
TURBO DISC	CA	1260911		
TURBO DISC	US		3,152,053	
ULTRA CLUMP	EU		000,648,675	
ULTRA CLUMP	US		1,693,794	
ULTRA CLUMP	US		2,230,165	
VELVET BIMPLE	US		3,140,166	

MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
VELVET CASHMERE	US		3,134,121	
VELVET DENTAL BRITE	US		3,151,883	
VELVET FRESH 'N BRITE	CA		701,827	
VELVET FRESH 'N BRITE	US		3,160,213	
VELVET GNARLY	US		3,134,122	
VELVET KNOBBY	US		3,151,884	
VOLCANITE (Stylized)	US		1,718,516	
WALKABOUT	US		2,721,988	
WAY TO GO!	US		2,563,580	

SCHEDULE B
to
SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

Patents and Applications

Borrower's Patents:

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D347,497	Litter Scoop	USA	5/25/1993	5/31/1994
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
D355,057	Feline Scratching Post	USA	7/15/1993	1/31/1995
D355,798	Stackable Industrial Shelving	USA	8/17/1992	2/28/1995
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
D367,732	Vented Pet Kennel	USA	1/1/1994	3/5/1996
D367,733	Pet Carrier	USA	1/18/1994	3/5/1996

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
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
D422,754 (26937-65790)	Pet Tower	USA	5/13/1998	4/11/2000
D423,840	Shelf Unit	USA	1/19/1999	5/2/2000

S.N./Patent No.	Title	Country	Filing Date	Issue Date
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	5/26/2003
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	5/26/2003

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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D465,884	Feeding Bowl	USA	6/19/2001	11/19/2002
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
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

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
D514,754 (26937-84747)	Hood for Automatic Cat Litter Box (Upper) (Allowed)	USA	2/21/2003	2/07/2006
D528,252 (26937-00032)	Hooded Litter Pan	USA	5/28/2004	9/12/2006
D526,748 (26937-00046)	Litter Pan (Giant)	USA	2/15/2005	8/15/2006
D523,192 (26937-00047)	Litter Mat (TPR) (119) (Allowed)	USA	2/17/2005	6/13/2006
D518,248 (26937-00048)	Litter Mat (Tray) (135) (Allowed)	USA	2/28/2005	3/28/2006
D517-753 (26937-00049)	Litter Mat (Grid) (135) (Allowed)	USA	3/2/2005	3/21/2006

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D523-186 (26937-00055)	Food Mat (123) (Allowed)	USA	2/17/2005	6/13/2006
D534,695 (26937-00075)	Litter Pan (Without Handles)	USA	9/19/2005	1/02/2007
40106148.5 (26937-00078)	Pet Carrier (48") (Stylette)	Germany	7/03/2001	11/14/2001
D533,319 (26937-00086)	Litter Box Rake (Stylette)	USA	10/12/2005	12/05/2006
D541,995 (26937-00087)	Litter Box (Without Hood) (Stylette)	USA	10/15/2005	5/01/2007
D524,492 (26937-00088)	Litter Box (With Hood) (Stylette)	USA	10/15/2005	7/04/2006
D534,693 (26937-00092)	Pet Bed (Sleigh)	USA	10/28/2005	1/02/2007
D534,692 (26937-00093)	Pet Bed (Exotic)	USA	11/16/2005	1/02/2007
D545,507 (26937-00096)	Pet Kennel (Opp)	USA	11/16/2005	6/26/2007
D545,004 (26937-00097)	Pet Kennel (Petmate)	USA	11/16/2005	6/19/2007
D555,292 (26937-00098)	Pet Kennel (Porter)	USA	11/16/2005	11/13/2007
D551,399 (26937-00099)	Pet Kennel (Vari)	USA	11/16/2005	9/18/2007
D546,005 (26937-00100)	Pet Kennel (Wal-Mart)	USA	11/17/2005	7/03/2007
D555,294 (26937-00105)	Dog House (Leather)	USA	3/17/2006	11/13/2007
D557,867 (26937-00106)	Litter Screen (Leather)	USA	3/15/2006	12/18/2007

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D551,860 (26937-00107)	Dog Toy Box (Leather)	USA	3/15/2006	10/02/2007
D545,007 (26937-00108)	Cat Scratching Post (Leather)	USA	3/17/2006	6/19/2007
D548,898 (26937-00111)	Pet Steps	USA	4/24/2006	8/14/2007
D563,607 (26937-00121)	Pet Dish (Oval with Bone Cut-Out)	USA	12/06/2006	03/04/2008
D563,605 (26937-00123)	Pet Feeder (EPC LeBistro New Style)	USA	2/16/2007	3/04/2008
29/284,060 (26937-00135)	Pet Shelter (Petbarn 3/Barnhome 3)	USA	8/30/2007	
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
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
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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
6,581,545 (26937-82202)	Soft Sided Kennel Cover	USA	6/6/2002	6/24/2003
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
6,783,162 (26937-83504)	Low Profile Kennel Latch	USA	11/15/2002	08/31/2004
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
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
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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
7,021,680 (26937-00026)	Latch Mechanism for Hooded Litter Pan	USA	03/16/2004	4/04/2006
7,021,243 (26937-00027)	Pet Shelter With Self-Interlocking Components (Allowed)	USA	03/16/2004	4/04/2006
7,017,519 (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
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
7,096,824 (26937-00080)	Rake for Self-Cleaning Pet Litter Apparatus (Stylette) (CIP of 00065)	USA	10/12/2005	
7,137,355 (26937-00084)	Self-Cleaning Pet Litter Apparatus With Rotating Rake and Pan (Stylette) (Div of 00065)	USA	10/15/2005	
11/288,700 (26937-00095)	Fastener	USA	10/28/2005	
11/866,569 (26937-00133)	Stackable Pet Shelter with Integral Stacking Lugs	USA	10/03/2007	
11/750,738 (26937-00136)	Disposable Litter Scoop (Assigned from PDT)	USA	05/10/07	

S.N./Patent No.	Title	Country	Filing Date	Issue Date

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
5,092,272	TUG TOY FOR DOGS	US		3/3/1992
D428676	PET LITTER SCOOP RAKE	US		7/25/2000
5,560,320	PLAY AND 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	US		3/5/1996

S.N./Patent No.	Title	Country	Filing Date	Issue Date
	SHAPE)			
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
D328805	CHEW TOYS FOR DOGS (FIGURE 8)	US		8/18/1992
D330614	CHEW TOY FOR DOGS (CIRCLE)	US		10/27/1992
5,329,881	DOG CHEW TOY FOR CANINE DENT...	US		7/19/1994
D776,157	DOG CHEW TOY FOR CANINE DENT...	EP		6/14/2000
3,121,837	DOG CHEW TOY FOR CANINE DENT...	JP		10/20/2000
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
6,840,196	RAWHIDE PET CHEW	US		1/11/2005
7,194,981	RAWHIDE PET CHEW	US		12/14/2004
2,401,750	RAWHIDE PET CHEW	CA		9/06/2002
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

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
7,117,820	BIRD CAGE LADDER	US		
6,978,737	DOOR-MOUNTED PET TIE-OUT	US		12/27/2005
7,117,823	DOOR-MOUNTED PET TIE-OUT	US		12/05/2005
11/028699	FLAVOR-ENHANCED RAWHIDE PET ...	US		1/03/2005
7,246,574	SUBSTANCE-DISPENSING PET TOY	US		9/13/2004
D536,489	REVOLVING ANCHORED PET TOY 1	US		9/13/2004
D536,142	REVOLVING ANCHORED PET TOY 2	US		9/13/2004
D535,791	REVOLVING ANCHORED PET TOY 3	US		9/13/2004
D536,488	REVOLVING ANCHORED PET TOY 4	US		9/13/2004
D533,318	REVOLVING ANCHORED PET TOY 5	US		9/13/2004
D536,840	REVOLVING ANCHORED PET TOY 6	US		9/13/2004
D535,068	SPHERICAL PET TOY	US		9/13/2004
D536,141	ROLLING PET TOY 1	US		9/13/2004
D536,140	ROLLING PET TOY 2	US		9/13/2004
D535,067	ROLLING PET TOY 3	US		9/13/2004
D535,066	PET TOY	US		9/13/2004
11/488,322	DISC-SHAPED PET TOY	US		7/26/2005
D552,307	FOOTBALL-SHAPED PET TOY	US		7/26/2005
11/190,353	ANIMAL ROPE AND PLUSH TOY	US		5/23/2005
11/190353	ANIMAL ROPE AND PLUSH TOY	US		7/26/2005
11/305,710	PET EXERCISE AND ENTERTAINMENT DEVICE			12/16/2005
11/229,267	WOVEN CHAIN	US		9/15/2005
PCT/US2006/034840	WOVEN CHAIN	PCT		9/08/2010
PENDING	DEEP FREEZE	US		

S.N./Patent No.	Title	Country	Filing Date	Issue Date
11/611,678 PCT/US07/7654 4	PET TOY WITH PALATABILITY ENHANCER	US		12/15/2006
11/681307	BALL THROWING & RETRIEVING DEVICE	US		03/02/2007
PCT/US2007/67 317	BALL THROWING & RETRIEVING DEVICE	US		04/24/2007
11/733678	LITTER SCOOP	US		04/10/2007
11/668,363	MAGNIFYING VIEWING APPARATUS	US		01/29/2007
11/733666	LITTER BOX	US		04/10/2007
11/486764	ANIMAL FOOD DISPENSER	US		07/13/2006
D548,409	DISC SHAPED PET TOY	US		07/26/2005

SCHEDULE C
to
SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

Permitted Licenses

Borrower's Licenses:

1. License and Supply Agreement, as amended, 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 Dorskocil Manufacturing Company Inc. (Litter Locker Cassettes)
2. Purchase and Marketing Agreement, as amended, 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 Dorskocil Manufacturing Company, Inc. and Samuel Sonny Crane whose address is 19 Cedar Lane North, Glen Head, New York, 11545. (Pet Hair Magnet; Pocket Pet Hair Magnet; Kitty Kaps; Pup Tops; Handy Stand; Lift 'N Scoop)
3. 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 Dorskocil Manufacturing Company Inc.
4. License Agreement effective November 4, 2005 between Alternative Control Technology, Inc., having a location at 145 Mansfield Circle, Lexington, South Carolina 29073-8080, and Dorskocil Manufacturing Company, Inc. (Fool-a-Bug)
5. 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 Dorskocil Manufacturing Company, Inc.
6. License Agreement effective July 1, 2007 through July 1, 2009 by and between Haas Outdoors, Inc., P.O. Drawer 757, West Point, Mississippi 39773, and Dorskocil Manufacturing Company, Inc.
7. Trademark License Agreement, as amended, effective March 1, 1999 by and between Pet Mate Limited, an English Company of Lyon Road, Hersham, Surrey, KT123PU England and Dorskocil Manufacturing Company, Inc.
8. Trademark License Agreement effective July 10, 2007 by and between Aspen Pet Products, Inc., a Delaware corporation, having an address at 4735 Florence St., Denver, Colorado 80238 and Dorskocil Manufacturing Company, Inc.

9. License Agreement effective November 7, 2007 by and between Product Development Technologies Inc. 9701 Wilshire Blvd., Suite 900, Beverly Hills, California 90212 and Dorskocil Manufacturing Company, Inc.

Licenses of Aspen Pet Products Holdings, Inc.:

None.

Licenses of Aspen Pet Products, Inc.:

1. License, Manufacture and Distribution Agreement, dated as of November 15, 1999, between Eleven, LLC and Aspen Pet Products, Inc. (Walkabout Leash/Comfort Leash).
2. License, Manufacture and Distribution Agreement, dated as of September 15, 2000, between Eleven, LLC and Aspen Pet Products, Inc. (Domed Cat Litter Box).
3. 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).
4. 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).
5. 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).
6. 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).
7. Master Design Services Agreement for Pet Toys and Accessories, dated as of May 11, 2001, between Eleven, LLC and Aspen Pet Products, Inc.
8. License Agreement, dated as of January, 1992, between The Aspen Company, Inc. and Carpe Diem, Imagineering, Inc. (Floppy Disc)
9. 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. (Halty Harness)
10. Non-Exclusive License Agreement, dated as of May 1, 2002, between Joseph S. Sporn and Aspen Pet Products, Inc. (Halty Harness)

11. Product Development Agreement, dated as of October 7, 1997, between Aspen Pet Products, Inc. and RUFF Concepts, Inc. (Swat 'n Swing, Cat Scratch Carpets, Kitty Buddy)
12. Exclusive License Agreement, dated as of October 3, 2003, between Pet Generation, LLC and Aspen Pet Products, Inc. (Rip Ems)
13. Settlement Agreement, License Agreement and Release, dated as of August 19, 2002, between Aspen Pet Products, Inc. and MJC-A World of Quality, Inc. (Squatters except Hedgehog)
14. License, Manufacture and Distribution Agreement, dated as of July 20, 1999, among Aspen Pet Products, Inc., Winga Designs, Inc. and Justin Winga (Winga Ball)
15. Design License Agreement, dated as of December 17, 2001, between Aspen Pet Products, Inc. and Catrinka Marvis. (misc. dog /cat collar designs)
16. Exclusive License Agreement, dated as of December 27, 2004, between Aspen Pet Products, Inc. and Charles P. Costello. (Snack 'n Roll, Turbodisc)
17. 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 (original Chompables)
18. License Agreement, dated as of April 1, 2005, between majorTOY, Inc. and Aspen Pet Products, Inc. (Triple Play).
19. License Agreement, dated as of April 1, 2005, between majorTOY, Inc. and Aspen Pet Products, Inc. (Treat Launcher).
20. Consulting and Commission Agreement, dated February 25, 2005, among Aspen Pet Products, Inc., Marketing and Creative Sales, Inc. and Rod Herrenbruck.
21. Exclusive License Agreement, dated February 25, 2005, between Aspen Pet Products, Inc. and Royalty Partners, Limited Partnership.
22. 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.
23. License Agreement, effective as of November 1, 2004, between Double Doggie, LLC and Aspen Pet Products, Inc. (Double Doggie Leash)

24. License Agreement, dated as of April 18, 2005, between Jim McCafferty Productions, Inc., Galoob Product Development, Inc. and Aspen Pet Products, Inc. (Tank Crashers)
25. License Agreement, dated as of April 15, 2005, between Intelibaby LLC and Aspen Pet Products, Inc. (Doggone Songs)
26. Licensing Agreement, dated as of July 15, 2005, between Lassen International, Inc. and Aspen Pet Products, Inc. (aquarium products)
27. Nonexclusive License Agreement, dated as of October, 2004, between Aspen Pet Products, Inc. (as Licensor) and Ethical Products, Inc.
28. License Agreement, dated November 29, 2005, between Kennedy-Matsumoto Design, LLC Richard C. Levy & Asso., and Aspen Pet Products, Inc. (Go Get It!)
29. Merchandise License Agreement, dated March 28, 2007, between 4Sight Licensing and Aspen Pet Products, Inc. (American Kennel Club-Canada).
30. Merchandise License Agreement, dated March 28, 2007, between Segal Licensing and Aspen Pet Products, Inc. (American Kennel Club-US/Puerto Rico).
31. Merchandise License Agreement, dated December 24, 2007, between 4Sight Licensing and Aspen Pet Products, Inc. (Cat Fanciers Association-US).
32. Merchandise License Agreement, dated January 23, 2008, between Segal Licensing and Aspen Pet Products, Inc. (Cat Fanciers Association-Canada).
33. Agreement, dated January 1, 2007, between Building Q and Aspen Pet Products, Inc.
34. Exclusive Distribution Agreement, as amended, dated August 1, 2007, between Cuddlewear and Aspen Pet Products, Inc. (various pet toys).
35. Trademark License Agreement, dated July 10, 2007, between Dorskocil Manufacturing Company, Inc. and Aspen Pet Products, Inc. (Petmate trademark).
36. Agreement Assigning Intellectual Property, dated March 26, 2007 between Hexhead Product Design and Aspen Pet Products, Inc (Easy Hitch 2).
37. License Agreement, dated January 19, 2007, between Jigabachi Entertainment Group, Ltd and Aspen Pet Products, Inc. (Deep Freeze).
38. License Agreement, dated December 1, 2007, between Andy Johnston/Jared Waxman and Aspen Pet Products, Inc. (Zenimal retractable leash).
39. License Agreement, dated September 15, 2006, between Juggernaut, LLC and Aspen Pet Products, Inc. (Butterfly Dance).

40. Agreement, dated January 18, 2007, between Richard Levy/Pauline Olson and Aspen Pet Products, Inc. (Birthday Party in a Box).
41. Agreement, dated January 18, 2007, between Richard Levy/Pauline Olson and Aspen Pet Products, Inc. (Crinkle Critters).
42. Agreement, dated March 26, 2007, between Richard Levy/Pauline Olson and Aspen Pet Products, Inc. (Tuggles).
43. Merchandising License Agreement, dated April 1, 2007, between The Licensing Group and Aspen Pet Products, Inc. (America's Legacy program).
44. Agreement, dated April 4, 2007, between Link Group International and Aspen Pet Products, Inc. (Dogzilla Tugger).
45. Agreement Assigning Intellectual Property, dated November 8, 2007, between Marketing And Creative Sales and Aspen Pet Products, Inc. (BOODAStringerz).
46. License Agreement, dated August 10, 2007, between RJ Studios and Aspen Pet Products, Inc. (Connetics).
47. License Agreement, dated June 22, 2006, between Telezygology and Aspen Pet Products, Inc. (SwiftScoop Litter Box).
48. License Agreement, dated July 7, 2006, between Telezygology and Aspen Pet Products, Inc. (No Tear Litter Scoop).
49. License Agreement, dated September 1, 2006, between Tyla Dog, LLC and Aspen Pet Products, Inc. (BOODA Bath Towel).
50. License Agreement, dated November 21, 2006, between Watson's Senior Pet Products and Aspen Pet Products, Inc. (Bottom's Up Leash).
51. License Agreement, dated January 16, 2008, between Cat Fancier's Association and Aspen Pet Products, Inc. (for sales in US).
52. Letter Agreement, dated February 1, 2008, between United States War Dogs, Inc. and Aspen Pet Products, Inc. (percentage of sales of "America's Legacy" donated to USWDA).
53. License Agreement, dated February 4, 2008, between Cat Fancier's Association and Aspen Pet Products, Inc. (for sales in Canada).
54. License Agreement, dated February 26, 2008, between Siero Design, LLC and Aspen Pet Products, Inc. (Buddy Ball).

SCHEDULE D
to
SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

Existing and Pending Copyrights

Borrower's Copyrights:

COPYRIGHT	COUNTRY	REG. NO.	REG. DATE
Cat Shaped Pet Dish	United States	VA 745-123	10/16/95
Dog Shaped Pet Dish	United States	VA 759-026	10/20/95
Sheets for Decorated Pet Bowls	United States	TX 725-965	02/13/96
Cat Illustration	United States	VAU 704-506	03/28/06

Copyrights of Aspen Pet Products Holdings, Inc.:

None.

Copyrights of Aspen Pet Products, Inc.:

COPYRIGHT	COUNTRY	REG. NO.	REG. DATE
Catnip Coil Stuffed Animal Cat Toy	United States	VA979491	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979492	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA992226	07/29/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA996397	07/28/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979493	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA994248	07/29/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979497	08/05/99

COPYRIGHT	COUNTRY	REG. NO.	REG. DATE
Catnip Coil Stuffed Animal Cat Toy	United States	VA979498	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA996398	07/28/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979502	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979499	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979500	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979501	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979496	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979506	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979507	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979508	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979509	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979503	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979504	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979505	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA994247	07/28/99

COPYRIGHT	COUNTRY	REG. NO.	REG. DATE
Patchwork Stuffed Animal Pet Toy	United States	VA979494	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979495	08/05/99
Hedgehog Plush Toy	United States	Va0001078821	03/31/06
Odor free litter box	United States	TX528112 V3198 P294- 298	01/24/96
Odor free litter box	United States	TX528112 V3196 P333- 337	01/25/96

SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT
(Second Lien)

THIS SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of June 10, 2008, 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 Term Loan B ("Term Loan B Agent") for itself and the Secured Party (as defined below), having an office at 901 Main Street, 22nd Floor, TX1-492-22-13, Dallas, TX 75202, with reference to the following facts:

RECITALS

A. Dorskocil Manufacturing Company, Inc., a Texas corporation ("Borrower"), previously entered into the Amended and Restated Loan and Security Agreement dated as of January 31, 2006 (as heretofore amended, the "Original Loan Agreement"), among Borrower, the lenders party thereto, Bank of America, N.A., as agent and Ableco Finance LLC as term loan B agent, pursuant to which certain credit facilities were made available to Borrower.

B. In connection with the Original Loan Agreement, Aspen Pet Products Holdings, Inc. ("Aspen Holdings") and Aspen Pet Products, Inc. ("Aspen") entered into a Guaranty, dated January 31, 2006, in favor of Bank of America, as agent for the benefit of certain beneficiaries described therein (the "Original Guaranty").

C. In connection with the Original Loan Agreement, Borrower, Aspen Holdings and Aspen entered into an Amended and Restated Trademark and Patent Security Agreement dated January 31, 2006, in favor of Bank of America, as agent for the benefit of the secured party described therein (the "Original Trademark Security Agreement"). The Original Trademark Security Agreement secured, with respect to Aspen and Aspen Holdings, their obligations under the Original Guaranty, and with respect to Borrower its obligations under the Original Loan Agreement and other loan documents entered into in connection therewith.

D. The Original Loan Agreement is being amended and restated by the Second Amended and Restated Loan and Security Agreement of even date herewith, by and among Borrower, the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Bank of America, N.A., as Agent, and Term Loan B Agent (as such agreement may from time to time be extended, modified, renewed, restated, supplemented or amended, the "Loan Agreement") pursuant to which the Lenders are making certain credit facilities available to Borrower.

E. In connection with the Loan Agreement, Aspen and Aspen Holdings have entered into an Amended and Restated Guaranty of even date herewith, in favor of Term Loan B Agent for the benefit of the beneficiaries described therein (as such agreement may from time to time be extended, modified, renewed, restated, supplemented or amended, the

"Guaranty") which amends and restates (but without novation) the Original Guaranty with respect to obligations owed to the beneficiaries described in the Guaranty.

F. The Loan Agreement provides, as a condition to the availability of the credit facilities described, that Debtors enter into this Agreement, which amends and restates (but without novation) the Original Trademark Security Agreement with respect to obligations owed to Secured Party and to grant security interests to Secured Party as herein provided.

G. The Original Trademark Security Agreement provided for the grant of two separate security interests for the benefit of certain separate sets of lenders. This Agreement is a continuation of the security interest granted thereunder for the benefit of Secured Party. Concurrently herewith Debtors are also entering into a Second Amended and Restated Trademark, Patent and Copyright Security Agreement for the benefit of Agent and the secured parties described therein, which amends and restates (but without novation) the Original Trademark Security Agreement with respect to obligations owed to such Persons.

H. Each Debtor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

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

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:

"Agreement" means this Amended and Restated Trademark, Patent and Copyright Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including, without limitation, any documents or agreements by which additional Grantors become party hereto.

"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, without limitation, 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"); (d) all of Debtors' present and future copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, whether foreign or domestic, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule D hereto (the "Copyrights"), together with all income, royalties, damages and payments now or hereafter due and/or payable with respect to the foregoing; the right to sue for past, present and future infringements of rights in copyrights, all goodwill of Grantors related thereto, and any and all proceeds of any of the foregoing, including, but not limited to, any and all proceeds of licensing thereof; and (e) 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, Copyrights or of any licenses with respect thereto.

"Secured Party" means collectively, Term Loan B Agent and the Term Loan B Lenders, and each of them, and any one or more of them, and their respective successors in interest. Subject to the terms of the Loan Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Term Loan B Agent.

"Secured Obligations" means, (a) as to Borrower, all Term Loan B Obligations of Borrower to Secured Party under the Loan Agreement and other Loan Documents, and (b) as to Aspen and Aspen Holdings, all Guaranteed Obligations (as defined in the Guaranty) of Aspen and Aspen Holdings to Secured Party under the Guaranty, including without limitation, as set forth in Section 2 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. In order to secure the prompt and indefeasible payment and performance of the Secured Obligations, each Debtor hereby grants to Secured Party, a security interest in the Intellectual Property Collateral.

3. WARRANTIES AND COVENANTS

Each Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature until the Secured Obligations have been paid in full in cash or otherwise performed in full, and when no portion of the Term Loan B Commitment remains outstanding):

A. Subject to any exceptions or qualifications as set forth in Section 7.1.16 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, patents and copyrights, 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.

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, including, without limitations, any filings needed to be filed with the United States Copyright Office (the "USCO")) with respect to the Intellectual Property Collateral. Each Debtor further authorizes Secured Party to have this or any other similar security agreement or amendment or supplement hereto filed with the Commissioner of Patents and Trademarks and USCO 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 Secured 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. As of the date hereof, Debtors do not have any Copyrights registered, or subject to pending applications, in the USCO or any similar office or agency in the United States of America other than those described in Schedule D 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, Patent or Copyright with the United States Patent and Trademark Office, USCO, as applicable, 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 all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark, Patent or Copyright.

H. Debtors have not abandoned any of the Trademarks, Patents or Copyrights material to the conduct of its business and Debtors will not do any act, nor omit to do any act, whereby such Trademarks, Patents and Copyrights 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, USCO, 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, Patents and Copyrights 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, Trademark or Copyright. 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, Patents and Copyrights 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 set forth in the Loan Documents or required under applicable law, 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.

A. Secured Party may make use of any Trademarks, Patents and Copyrights 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, Patents and Copyrights (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 the Secured Obligations in such order as provided in the Loan Agreement. 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 expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents and Copyrights relate and such Debtor's customer lists and other records relating to the Trademarks, Patents and Copyrights 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 12.8 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 when all Secured Obligations have been paid in full in cash or otherwise performed in full, and when no portion of the Term Loan B Commitment remains outstanding.

G. Each Debtor hereby acknowledges and agrees that the waiver and consents, including without limitation any suretyship waivers, agreed to by the Aspen Pet Products, Inc. and Aspen Pet Products Holdings, Inc. in the Guaranty shall be applicable to this Agreement.

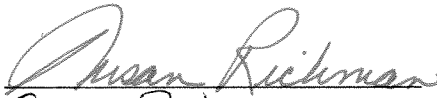
H. This Agreement is one of the Security Documents referred to in the Loan Agreement and is one of the Loan Documents referred to in the Loan Agreement. All provisions contained in the Loan Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though set forth herein in full.

6. AMENDMENT AND RESTATEMENT OF EXISTING SECURITY AGREEMENT. This Agreement constitutes an amendment and restatement of the Original Security Agreement with respect to obligations owed to Secured Party. 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 owing to any Person under the Original Security Agreement or any other loan document entered into in connection with the Original Loan Agreement.

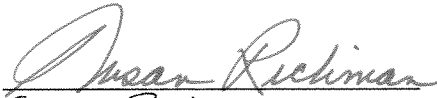
IN WITNESS WHEREOF, Debtors and Secured Party have executed this Agreement as of the day and year first above written.

DEBTORS:

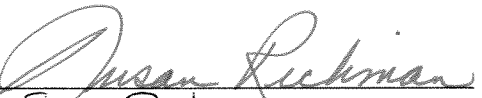
DOSKOCIL MANUFACTURING
COMPANY, INC., a Texas corporation

By: 
Name: Susan Richman
Title: Exec. VP & CFO

ASPEN PET PRODUCTS HOLDINGS,
INC., a Delaware corporation

By: 
Name: Susan Richman
Title: Exec. VP

ASPEN PET PRODUCTS, INC.,
a Delaware corporation

By: 
Name: Susan Richman
Title: Exec. VP

SECURED PARTY:

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

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtors 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: _____
Name: _____
Title: _____

ASPEN PET PRODUCTS HOLDINGS,
INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ASPEN PET PRODUCTS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

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


By: 
Name: Joy L. Bartholomew
Title: Senior Vice President

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 a Second Amended and Restated
Trademark, Patent and Copyright Security Agreement between Debtor and certain of its
affiliates and Secured Party of even date herewith (the "Security Agreement", capitalized
terms used herein being used with the meanings given to such terms therein) and may not be
revoked until the indefeasible payment in full in cash of all the Secured Obligations, all such
Secured Obligations are otherwise performed in full and when no portion of the Term Loan B
Commitment remains outstanding. Secured Party agrees that it will exercise its rights with
respect to this Special Power of Attorney in accordance with the terms of the Security
Agreement and 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 _____, 2008.

DEBTOR:

_____,
a _____ corporation

By: _____
Name: _____
Title: _____

SCHEDULE A
to
SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

Trademarks / Service Marks

Borrower's Trademarks:

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 26938/83892	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
KENNEL CAB 26938/00089	Australia	1176518 05/16/07	1176518 01/29/08
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	1078554 05/22/06
PETMATE POP-UP (26938/00073)	Australia	1078555 10/03/05	1078555 5/22/06

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
POP N GO (26938/00070)	Australia	1078556 10/03/05	1078556 5/22/06
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
DOGLOO Design 26937/69495	Brazil	819997242 08/01/97	
PETMATE 26938/67957	Brazil	820927880 07/23/98	82092880 8/07/07
RUFF HAUZ 26938/69638	Brazil	821030086 11/10/98	
BARNHOME 26938/83898	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
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	TMA675,503 10/23/06
KIBBLE KEEPER 26938/00061	Canada	1,200,667 12/31/03	TMA674,554 10/11/06
PET TAXI 26938/00118	Canada	1370527 11/02/07	
PETBARN 26938/83871	Canada	1160988 12/03/02	603,232 02/25/04
PETMATE 26938/66715	Canada	70006800 03/02/92	TMA09575 03/12/93
PURRFORMA 26938/00008	Canada	1181544 06/16/03	TMA 643,968 07/11/05

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 12/24/93
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
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 26938/00097	China	6214363 08/10/07	
PETMATE 26938/00104	China	6214362 08/10/07	
PETMATE 26938/00103	China	6214461 08/10/07	
PETMATE 26938/00102	China	6214415 08/10/07	
PETMATE 26938/00101	China	6214416 08/10/07	
PETMATE 26938/00100	China	6214418 08/10/07	
PETMATE 26938/00099	China	6214417 08/10/07	
PETMATE 26938/80919	Denmark	VA2001 02854 07/27/01	VR2002 00793 3/6/02

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
PETMATE 26938/67964	Denmark	VA1998 02887 06/23/98	VR2001 01134 03/07/01
PETMATE & Design 26938/83825	Ecuador	121.903 03/05/02	18805-02 09/16/02
PETMATE & Design 26938/83915	Ecuador	121.904 03/05/02	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
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
INDIGO Design 26937/00028	European Community	003783974 04/20/04	003783974 12/19/07
K9 KABIN	European Community	001064815 02/04/99	001064815 05/11/00
KENNEL CAB 26938/00090	European Community	005912134 05/16/07	005912134 03/06/08
LE BISTRO 26938/75156	European Community	1581131 03/29/00	001581131 07/28/03
POP N GO (26938/00068)	European Community	004662912 09/30/05	004662912 7/26/06
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
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
PETBARN 26938/83875	Greece	148337 11/19/02	148337 07/19/04
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 26938/00098	Hong Kong	300933534 08/14/07	300933534 08/14/07
PETMATE 26938/68421.04	International Madrid Convention Germany France	522918 12/09/92	603318 06/09/93
PETMATE 26938/67963	Ireland	98/2582 06/18/98	215121 11/23/00
PETMATE 26938/68420	Italy	RM998C00318 3 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
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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
PETMATE 26938/00066	Japan	2005-93487 10/06/05	4952363 05/12/06
PET-MATE 26938/66643	Japan	99065/93 09/29/93	4189311 09/18/98
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	4952365 05/12/06
POP N GO (26938/00069)	Japan	2005-93488 10/06/05	4952364 05/12/06
RUFF HAUZ 26938/71552	Japan	11-20777 03/08/99	4427639 10/27/00
RUFF HAUZ 26938/82326	Japan	2000-79203 03/08/99	4527285 12/07/01
VARI KENNEL 26938/66636	Japan	99061/93 09/29/93	4360923 03/03/00
VARI KENNEL (in English) 26938/74553	Japan	8-11489 02/09/96	4364795 03/03/00
VARI KENNEL (in 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
PETMATE (26938/00120)	Korea	45-2008- 0000016 01/02/08	
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
DOGLOO 26938/83946	Mexico	570613 10/14/02	821448 02/23/04
PETBARN 26938/83878	Mexico	570612 10/14/02	800761 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
PETMATE 26938/00114	Mexico	893,646 11/05/07	
PETMATE 26938/00115	Mexico	893,648 11/05/07	
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
PETMATE 26938/67962	Portugal	331731 07/27/98	331731 01/04/99
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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
PETMATE 26938/68434	Switzerland	5580/1998 07/08/98	462316 06/17/99
ATTRACT-O-MAT 26938/00079	United States	76/657,116 3/21/06	3,325,372 10/30/07
BARNEY 26938/69330	United States	74/386,127 04/29/93	2,012,169 10/29/96

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
BARNHOME 26938/83442	United States	76/442,510 08/22/02	2,729,002 06/24/03
BAUX'R 26938/69304	United States	74/717,538 08/18/95	1,993,366 08/13/96
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	3,042,989 1/10/06
CABIN KENNEL 26938/00014	United States	76/595007 05/27/04	2,991,406 09/06/05
CHEE-ZUR 26938/00083	United States	76/660,647 09/25/07	3,298,595 09/25/07
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
CURVATIONS	United States	76/689335 05/06/08	
CUTTING BOARD SELECT BITS 26938/00085	United States	76/660,648 05/25/06	3,395,317 03/11/08
CUTTING BOARD SELECTS 26938/00084	United States	76/660,649 05/25/06	3,395,318 03/11/08
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
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
ECO-FRIENDLY and Logo (ITU) 26938/00107	United States	76/680,971 08/21/07	
ECO-FRIENDLY and Logo (USE) 26938/00105	United States	76/680,972 08/21/07	

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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
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
K9 KABIN 26938/69399	United States	75/556,143 09/21/98	2,365,765 07/11/00
KENNEL CAB 26938/69033	United States	73/424,335 05/03/83	1,318,126 02/05/85
KENNEL UP 26938/79414	United States	76/226,885 03/15/01	2,510,384 11/20/01
KIBBLE KEEPER 26938/00042	United States	76/537,479 08/14/03	2,960,456 06/07/05
KITTY COMPLETE 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	3,117,785 07/18/06
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	3,128,822 8/15/06
LITTER ROUNDUP ONE TOUCH 26938/00036	United States	78/549,097 01/18/05	3,128,823 8/15/06
LITERSWEEP 26938/00035	United States	78/549,104 01/18/05	3,014,287 11/08/05
NUTTA BUTTA 26938/00082	United States	76/660,650 05/25/06	3,395,319 03/11/08
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

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
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 TAXI 26938/79341	United States	76/222,935 03/12/01	2,630,666 10/08/02
PET TAXI 26938/69034	United States	73/424,334 03/03/83	1,346,155 07/02/85
PETBARN 26938/83443	United States	76/437,870 08/05/02	2,688,690 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	3,036,384 12/27/05
PETMATE (ITU) 26938/00093	United States	76/680,600 08/10/07	
PETMATE (ITU) 26938/00106	United States	76/680,601 08/10/07	
PETMATE (logo) 26938/66521	United States	75/489,250 05/21/98	2,369,255 07/18/00
PETMATE (USE) 26938/00094	United States	76/680,602 08/10/07	3,404,089 04/01/08
PETMATE BAKERY DELIGHTS 26938/00080	United States	76/658,474 04/14/06	3,298,583 09/25/07
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	3,088,178 05/02/06
POP N GO 26938/00032	United States	76/632,951 03/10/05	3,395,286 03/11/08
PURRFORMA 26938/00007	United States	76/526,532 06/23/03	3,006,227 10/11/05

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
RENEW 526938-00125	United States	77/472721 05/13/08	
RUB A DUB (26938-00076)	United States	76/650,831 11/22/05	3,303,216 10/02/07
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
SKY KENNEL 26938/69244	United States	72/405,189 10/15/71	950176 01/09/73
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	3,133,602 08/22/06
STYLETTE (Block) (26938/00074)	United States	76/649,293 10/25/05	3,144,106 09/19/06
STYLETTE and Design 26938/00057	United States	75/496,944 06/05/98	2,476,134 08/07/01
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
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

Trademarks of Aspen Pet Products Holdings, Inc.:

None.

Trademarks of Aspen Pet Products, Inc.:

MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
ARCTIC BONE	US	77/310100		
ARCTIC POP	US	77/310108		
ASPEN GOLD	US	78/947,456		
ASPEN PET	CA		1,051,616	
ASPEN PET	CN	6280847		
ASPEN PET	CN	6280848		
ASPEN PET	HK	300954991		
ASPEN PET	US		2,159,992	
ASPEN PET PRODUCTS	US		2,196,983	
BALL A BOUT	US		2,031,072	
BAT N BOBBLE	US		2,046,677	
BOODA	CA		896,061	
BOODA	CN	6280844		
BOODA	CN	6280845		
BOODA	CN	6280846		
BOODA	CN	6280843		
BOODA	HK	300955008		
BOODA	EU		987,933	
BOODA	JP		4,465,666	
BOODA	US		2,249,682	
BOODA	US	77/276657		
BOODA BONE	US		1,797,843	
BOODA BONE	US		3,426,153	
BOODA DOME	US		2,805,330	
BOODA VELVETS	US		2,160,067	
BOODABOX (Stylized)	US		1,715,861	
BUCKAROO!	US		2,544,806	
CASHMERE	US		2,314,796	
CATAPOUNCERS	US	78/506576		
CATAPOUNCERS	CA	1237754		
CATTLEMEN'S BEST	US	77/130659		
CATZILLA	US	77/408409		
CIDER MILL	US		2,712,696	
CIDER MILL & Design	US		2,624,050	
COMFORT CHAIN	US		3,235,080	
CRAZY CIRCLE	US		1,678,128	
CRINKLE CRITTERS	US	77/157548	3,419,537	4/29/08
DASHING DOGS	US		2,609,342	
DAZZLING DOGGIE	US	77/009303	3,412,067	4/15/08
DINO DOTS	US		3,166,612	10/31/06
DOGGONE SONGS	US		3,120,048	
DOGZILLA	HK		300910241	
DOGZILLA	US		3,272,965	7/31/07

MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
DOUBLE CHEW	US		3,037,044	
EASY HITCH	US		3,249,666	06/05/07
EASYTURN	US		2,619,134	
FRESH 'N FLOSS	MX		997,726	
FRESH 'N FLOSS	US		2,267,420	
GO GET IT!	US		3,356,959	12/15/07
GOOGLES	US	78/471127		
HANDCRAFTED WITH USA HIDES SINCE 1963	US		2,831,016	
KITTY KLEAN	US		3,044,480	
KNOTTY BONE	US		2,614,711	
LOVE LIFE...CHEW ON!	US	77/268520		
LOOK	US		1,896,157	
MIGHTY LINK	CA		889,781	
MIGHTY LINK	US		3,100,597	
MUTTZ-RRR-ELLA	MX		1,227,212	
NUMMIES	CA		991,143	
NUMMIES	US		2,974,526	
ORIGINAL VELVET	US		3,140,165	
PUP-RRR-MINT	CA	1322694		
PUP-RRR-MINT	MX		991,142	
QUIRKIES	US		2,795,628	
SAFETY GLO	US		2,604,265	
SAFETYFLECT	US		2,609,341	
SMACKLEPUFFS	CA		TMA651,625	
SMACKLEPUFFS	US		2,943,073	
SMARTPADS	US		3,170,015	
SNUFFY'S	US		2,624,847	
SNUFFY'S PREMIUM RAWHIDE & Design	US		2,609,340	
SQUATTERS	US		2,668,987	
SWIFTSCOOP	US		3,360,309	12/25/07
TANK CRASHERS	US		3,328,424	11/06/07
TRIPLE PLAY	US		3,262,497	
TUFF PLUSH	US	78/735593	3,341,407	
TUGGLES	US	77/130656		
TURBO DISC	CA	1260911		
TURBO DISC	US		3,152,053	
ULTRA CLUMP	EU		000,648,675	
ULTRA CLUMP	US		1,693,794	
ULTRA CLUMP	US		2,230,165	
VELVET BIMPLE	US		3,140,166	

MARK	COUNTRY	APP NO.	REG NO.	REG. DATE
VELVET CASHMERE	US		3,134,121	
VELVET DENTAL BRITE	US		3,151,883	
VELVET FRESH 'N BRITE	CA		701,827	
VELVET FRESH 'N BRITE	US		3,160,213	
VELVET GNARLY	US		3,134,122	
VELVET KNOBBY	US		3,151,884	
VOLCANITE (Stylized)	US		1,718,516	
WALKABOUT	US		2,721,988	
WAY TO GO!	US		2,563,580	

SCHEDULE B
to
SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

Patents and Applications

Borrower's Patents:

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D347,497	Litter Scoop	USA	5/25/1993	5/31/1994
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
D355,057	Feline Scratching Post	USA	7/15/1993	1/31/1995
D355,798	Stackable Industrial Shelving	USA	8/17/1992	2/28/1995
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
D367,732	Vented Pet Kennel	USA	1/1/1994	3/5/1996
D367,733	Pet Carrier	USA	1/18/1994	3/5/1996

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
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
D422,754 (26937-65790)	Pet Tower	USA	5/13/1998	4/11/2000

S.N./Patent No.	Title	Country	Filing Date	Issue Date
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	5/26/2003
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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
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	5/26/2003
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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
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
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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
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
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
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
D514,754 (26937-84747)	Hood for Automatic Cat Litter Box (Upper) (Allowed)	USA	2/21/2003	2/07/2006
D528,252 (26937-00032)	Hooded Litter Pan	USA	5/28/2004	9/12/2006

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D526,748 (26937-00046)	Litter Pan (Giant)	USA	2/15/2005	8/15/2006
D523,192 (26937-00047)	Litter Mat (TPR) (119) (Allowed)	USA	2/17/2005	6/13/2006
D518,248 (26937-00048)	Litter Mat (Tray) (135) (Allowed)	USA	2/28/2005	3/28/2006
D517-753 (26937-00049)	Litter Mat (Grid) (135) (Allowed)	USA	3/2/2005	3/21/2006
D523-186 (26937-00055)	Food Mat (123) (Allowed)	USA	2/17/2005	6/13/2006
D534,695 (26937-00075)	Litter Pan (Without Handles)	USA	9/19/2005	1/02/2007
40106148.5 (26937-00078)	Pet Carrier (48") (Stylette)	Germany	7/03/2001	11/14/2001
D533,319 (26937-00086)	Litter Box Rake (Stylette)	USA	10/12/2005	12/05/2006
D541,995 (26937-00087)	Litter Box (Without Hood) (Stylette)	USA	10/15/2005	5/01/2007
D524,492 (26937-00088)	Litter Box (With Hood) (Stylette)	USA	10/15/2005	7/04/2006
D534,693 (26937-00092)	Pet Bed (Sleigh)	USA	10/28/2005	1/02/2007
D534,692 (26937-00093)	Pet Bed (Exotic)	USA	11/16/2005	1/02/2007
D545,507 (26937-00096)	Pet Kennel (Opp)	USA	11/16/2005	6/26/2007
D545,004 (26937-00097)	Pet Kennel (Petmate)	USA	11/16/2005	6/19/2007
D555,292 (26937-00098)	Pet Kennel (Porter)	USA	11/16/2005	11/13/2007

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D551,399 (26937-00099)	Pet Kennel (Vari)	USA	11/16/2005	9/18/2007
D546,005 (26937-00100)	Pet Kennel (Wal-Mart)	USA	11/17/2005	7/03/2007
D555,294 (26937-00105)	Dog House (Leather)	USA	3/17/2006	11/13/2007
D557,867 (26937-00106)	Litter Screen (Leather)	USA	3/15/2006	12/18/2007
D551,860 (26937-00107)	Dog Toy Box (Leather)	USA	3/15/2006	10/02/2007
D545,007 (26937-00108)	Cat Scratching Post (Leather)	USA	3/17/2006	6/19/2007
D548,898 (26937-00111)	Pet Steps	USA	4/24/2006	8/14/2007
D563,607 (26937-00121)	Pet Dish (Oval with Bone Cut-Out)	USA	12/06/2006	03/04/2008
D563,605 (26937-00123)	Pet Feeder (EPC LeBistro New Style)	USA	2/16/2007	3/04/2008
29/284,060 (26937-00135)	Pet Shelter (Petbarn 3/Barnhome 3)	USA	8/30/2007	
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
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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
6,378,460 (26937-80326)	Nestable Pet Food Dispensers	USA	6/5/2001	4/30/2002
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
6,622,657 (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
6,783,162 (26937-83504)	Low Profile Kennel Latch	USA	11/15/2002	08/31/2004
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
1264541 (26937-84920)	Continuous Flow Watering Device for Pets	Belgium	12/05/2001	08/18/2004

S.N./Patent No.	Title	Country	Filing Date	Issue Date
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
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
7,021,680 (26937-00026)	Latch Mechanism for Hooded Litter Pan	USA	03/16/2004	4/04/2006
7,021,243 (26937-00027)	Pet Shelter With Self-Interlocking Components (Allowed)	USA	03/16/2004	4/04/2006
7,017,519 (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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
5,280,767 (26937-00068)	Detachable Wheels for Pet Carrier (Stylette)	USA	04/23/1993	01/25/1994
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
7,096,824 (26937-00080)	Rake for Self-Cleaning Pet Litter Apparatus (Stylette) (CIP of 00065)	USA	10/12/2005	
7,137,355 (26937-00084)	Self-Cleaning Pet Litter Apparatus With Rotating Rake and Pan (Stylette) (Div of 00065)	USA	10/15/2005	
11/288,700 (26937-00095)	Fastener	USA	10/28/2005	
11/866,569 (26937-00133)	Stackable Pet Shelter with Integral Stacking Lugs	USA	10/03/2007	
11/750,738 (26937-00136)	Disposable Litter Scoop (Assigned from PDT)	USA	05/10/07	

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

S.N./Patent No.	Title	Country	Filing Date	Issue Date
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
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
D328805	CHEW TOYS FOR DOGS (FIGURE 8)	US		8/18/1992
D330614	CHEW TOY FOR DOGS (CIRCLE)	US		10/27/1992
5,329,881	DOG CHEW TOY FOR CANINE DENT...	US		7/19/1994
D776,157	DOG CHEW TOY FOR CANINE	EP		6/14/2000

S.N./Patent No.	Title	Country	Filing Date	Issue Date
	DENT...			
3,121,837	DOG CHEW TOY FOR CANINE DENT...	JP		10/20/2000
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
6,840,196	RAWHIDE PET CHEW	US		1/11/2005
7,194,981	RAWHIDE PET CHEW	US		12/14/2004
2,401,750	RAWHIDE PET CHEW	CA		9/06/2002
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
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
7,117,820	BIRD CAGE LADDER	US		
6,978,737	DOOR-MOUNTED PET TIE-OUT	US		12/27/2005
7,117,823	DOOR-MOUNTED PET TIE-OUT	US		12/05/2005
11/028699	FLAVOR-ENHANCED RAWHIDE PET ...	US		1/03/2005
7,246,574	SUBSTANCE-DISPENSING PET	US		9/13/2004

S.N./Patent No.	Title	Country	Filing Date	Issue Date
	TOY			
D536,489	REVOLVING ANCHORED PET TOY 1	US		9/13/2004
D536,142	REVOLVING ANCHORED PET TOY 2	US		9/13/2004
D535,791	REVOLVING ANCHORED PET TOY 3	US		9/13/2004
D536,488	REVOLVING ANCHORED PET TOY 4	US		9/13/2004
D533,318	REVOLVING ANCHORED PET TOY 5	US		9/13/2004
D536,840	REVOLVING ANCHORED PET TOY 6	US		9/13/2004
D535,068	SPHERICAL PET TOY	US		9/13/2004
D536,141	ROLLING PET TOY 1	US		9/13/2004
D536,140	ROLLING PET TOY 2	US		9/13/2004
D535,067	ROLLING PET TOY 3	US		9/13/2004
D535,066	PET TOY	US		9/13/2004
11/488,322	DISC-SHAPED PET TOY	US		7/26/2005
D552,307	FOOTBALL-SHAPED PET TOY	US		7/26/2005
11/190,353	ANIMAL ROPE AND PLUSH TOY	US		5/23/2005
11/190353	ANIMAL ROPE AND PLUSH TOY	US		7/26/2005
11/305,710	PET EXERCISE AND ENTERTAINMENT DEVICE			12/16/2005
11/229,267	WOVEN CHAIN	US		9/15/2005
PCT/US2006/034840	WOVEN CHAIN	PCT		9/08/2010
PENDING	DEEP FREEZE	US		
11/611,678 PCT/US07/76544	PET TOY WITH PALATABILITY ENHANCER	US		12/15/2006
11/681307	BALL THROWING & RETRIEVING DEVICE	US		03/02/2007
PCT/US2007/67317	BALL THROWING & RETRIEVING DEVICE	US		04/24/2007
11/733678	LITTER SCOOP	US		04/10/2007
11/668,363	MAGNIFYING VIEWING APPARATUS	US		01/29/2007
11/733666	LITTER BOX	US		04/10/2007
11/486764	ANIMAL FOOD DISPENSER	US		07/13/2006
D548,409	DISC SHAPED PET TOY	US		07/26/2005

SCHEDULE C
to
SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

Permitted Licenses

Borrower's Licenses:

1. License and Supply Agreement, as amended, 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 Daskocil Manufacturing Company Inc. (Litter Locker Cassettes)
2. Purchase and Marketing Agreement, as amended, 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 Daskocil Manufacturing Company, Inc. and Samuel Sonny Crane whose address is 19 Cedar Lane North, Glen Head, New York, 11545. (Pet Hair Magnet; Pocket Pet Hair Magnet; Kitty Kaps; Pup Tops; Handy Stand; Lift 'N Scoop)
3. 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 Daskocil Manufacturing Company Inc.
4. License Agreement effective November 4, 2005 between Alternative Control Technology, Inc., having a location at 145 Mansfield Circle, Lexington, South Carolina 29073-8080, and Daskocil Manufacturing Company, Inc. (Fool-a-Bug)
5. 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 Daskocil Manufacturing Company, Inc.
6. License Agreement effective July 1, 2007 through July 1, 2009 by and between Haas Outdoors, Inc., P.O. Drawer 757, West Point, Mississippi 39773, and Daskocil Manufacturing Company, Inc.
7. Trademark License Agreement, as amended, effective March 1, 1999 by and between Pet Mate Limited, an English Company of Lyon Road, Hersham, Surrey, KT123PU England and Daskocil Manufacturing Company, Inc.
8. Trademark License Agreement effective July 10, 2007 by and between Aspen Pet Products, Inc., a Delaware corporation, having an address at 4735 Florence St., Denver, Colorado 80238 and Daskocil Manufacturing Company, Inc.

9. License Agreement effective November 7, 2007 by and between Product Development Technologies Inc. 9701 Wilshire Blvd., Suite 900, Beverly Hills, California 90212 and Daskocil Manufacturing Company, Inc.

Licenses of Aspen Pet Products Holdings, Inc.:

None.

Licenses of Aspen Pet Products, Inc.:

1. License, Manufacture and Distribution Agreement, dated as of November 15, 1999, between Eleven, LLC and Aspen Pet Products, Inc. (Walkabout Leash/Comfort Leash).
2. License, Manufacture and Distribution Agreement, dated as of September 15, 2000, between Eleven, LLC and Aspen Pet Products, Inc. (Domed Cat Litter Box).
3. 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).
4. 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).
5. 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).
6. 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).
7. Master Design Services Agreement for Pet Toys and Accessories, dated as of May 11, 2001, between Eleven, LLC and Aspen Pet Products, Inc.
8. License Agreement, dated as of January, 1992, between The Aspen Company, Inc. and Carpe Diem, Imagineering, Inc. (Floppy Disc)
9. 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. (Halty Harness)
10. Non-Exclusive License Agreement, dated as of May 1, 2002, between Joseph S. Sporn and Aspen Pet Products, Inc. (Halty Harness)

11. Product Development Agreement, dated as of October 7, 1997, between Aspen Pet Products, Inc. and RUFF Concepts, Inc. (Swat 'n Swing, Cat Scratch Carpets, Kitty Buddy)
12. Exclusive License Agreement, dated as of October 3, 2003, between Pet Generation, LLC and Aspen Pet Products, Inc. (Rip Ems)
13. Settlement Agreement, License Agreement and Release, dated as of August 19, 2002, between Aspen Pet Products, Inc. and MJC-A World of Quality, Inc. (Squatters except Hedgehog)
14. License, Manufacture and Distribution Agreement, dated as of July 20, 1999, among Aspen Pet Products, Inc., Winga Designs, Inc. and Justin Winga (Winga Ball)
15. Design License Agreement, dated as of December 17, 2001, between Aspen Pet Products, Inc. and Catrinka Marvis. (misc. dog /cat collar designs)
16. Exclusive License Agreement, dated as of December 27, 2004, between Aspen Pet Products, Inc. and Charles P. Costello. (Snack 'n Roll, Turbodisc)
17. 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 (original Chompables)
18. License Agreement, dated as of April 1, 2005, between majorTOY, Inc. and Aspen Pet Products, Inc. (Triple Play).
19. License Agreement, dated as of April 1, 2005, between majorTOY, Inc. and Aspen Pet Products, Inc. (Treat Launcher).
20. Consulting and Commission Agreement, dated February 25, 2005, among Aspen Pet Products, Inc., Marketing and Creative Sales, Inc. and Rod Herrenbruck.
21. Exclusive License Agreement, dated February 25, 2005, between Aspen Pet Products, Inc. and Royalty Partners, Limited Partnership.
22. 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.
23. License Agreement, effective as of November 1, 2004, between Double Doggie, LLC and Aspen Pet Products, Inc. (Double Doggie Leash)

24. License Agreement, dated as of April 18, 2005, between Jim McCafferty Productions, Inc., Galoob Product Development, Inc. and Aspen Pet Products, Inc. (Tank Crashers)
25. License Agreement, dated as of April 15, 2005, between Intelibaby LLC and Aspen Pet Products, Inc. (Doggone Songs)
26. Licensing Agreement, dated as of July 15, 2005, between Lassen International, Inc. and Aspen Pet Products, Inc. (aquarium products)
27. Nonexclusive License Agreement, dated as of October, 2004, between Aspen Pet Products, Inc. (as Licensor) and Ethical Products, Inc.
28. License Agreement, dated November 29, 2005, between Kennedy-Matsumoto Design, LLC Richard C. Levy & Asso., and Aspen Pet Products, Inc. (Go Get It!)
29. Merchandise License Agreement, dated March 28, 2007, between 4Sight Licensing and Aspen Pet Products, Inc. (American Kennel Club-Canada).
30. Merchandise License Agreement, dated March 28, 2007, between Segal Licensing and Aspen Pet Products, Inc. (American Kennel Club-US/Puerto Rico).
31. Merchandise License Agreement, dated December 24, 2007, between 4Sight Licensing and Aspen Pet Products, Inc. (Cat Fanciers Association-US).
32. Merchandise License Agreement, dated January 23, 2008, between Segal Licensing and Aspen Pet Products, Inc. (Cat Fanciers Association-Canada).
33. Agreement, dated January 1, 2007, between Building Q and Aspen Pet Products, Inc.
34. Exclusive Distribution Agreement, as amended, dated August 1, 2007, between Cuddlewear and Aspen Pet Products, Inc. (various pet toys).
35. Trademark License Agreement, dated July 10, 2007, between Dorskocil Manufacturing Company, Inc. and Aspen Pet Products, Inc. (Petmate trademark).
36. Agreement Assigning Intellectual Property, dated March 26, 2007 between Hexhead Product Design and Aspen Pet Products, Inc (Easy Hitch 2).
37. License Agreement, dated January 19, 2007, between Jigabachi Entertainment Group, Ltd and Aspen Pet Products, Inc. (Deep Freeze).
38. License Agreement, dated December 1, 2007, between Andy Johnston/Jared Waxman and Aspen Pet Products, Inc. (Zenimal retractable leash).
39. License Agreement, dated September 15, 2006, between Juggernaut, LLC and Aspen Pet Products, Inc. (Butterfly Dance).

40. Agreement, dated January 18, 2007, between Richard Levy/Pauline Olson and Aspen Pet Products, Inc. (Birthday Party in a Box).
41. Agreement, dated January 18, 2007, between Richard Levy/Pauline Olson and Aspen Pet Products, Inc. (Crinkle Critters).
42. Agreement, dated March 26, 2007, between Richard Levy/Pauline Olson and Aspen Pet Products, Inc. (Tuggles).
43. Merchandising License Agreement, dated April 1, 2007, between The Licensing Group and Aspen Pet Products, Inc. (America's Legacy program).
44. Agreement, dated April 4, 2007, between Link Group International and Aspen Pet Products, Inc. (Dogzilla Tugger).
45. Agreement Assigning Intellectual Property, dated November 8, 2007, between Marketing And Creative Sales and Aspen Pet Products, Inc. (BOODAStringerz).
46. License Agreement, dated August 10, 2007, between RJ Studios and Aspen Pet Products, Inc. (Connetics).
47. License Agreement, dated June 22, 2006, between Telezygology and Aspen Pet Products, Inc. (SwiftScoop Litter Box).
48. License Agreement, dated July 7, 2006, between Telezygology and Aspen Pet Products, Inc. (No Tear Litter Scoop).
49. License Agreement, dated September 1, 2006, between Tyla Dog, LLC and Aspen Pet Products, Inc. (BOODA Bath Towel).
50. License Agreement, dated November 21, 2006, between Watson's Senior Pet Products and Aspen Pet Products, Inc. (Bottom's Up Leash).
51. License Agreement, dated January 16, 2008, between Cat Fancier's Association and Aspen Pet Products, Inc. (for sales in US).
52. Letter Agreement, dated February 1, 2008, between United States War Dogs, Inc. and Aspen Pet Products, Inc. (percentage of sales of "America's Legacy" donated to USWDA).
53. License Agreement, dated February 4, 2008, between Cat Fancier's Association and Aspen Pet Products, Inc. (for sales in Canada).
54. License Agreement, dated February 26, 2008, between Siero Design, LLC and Aspen Pet Products, Inc. (Buddy Ball).

SCHEDULE D
to
SECOND AMENDED AND RESTATED TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT

Existing and Pending Copyrights

Borrower's Copyrights:

COPYRIGHT	COUNTRY	REG. NO.	REG. DATE
Cat Shaped Pet Dish	United States	VA 745-123	10/16/95
Dog Shaped Pet Dish	United States	VA 759-026	10/20/95
Sheets for Decorated Pet Bowls	United States	TX 725-965	02/13/96
Cat Illustration	United States	VAU 704-506	03/28/06

Copyrights of Aspen Pet Products Holdings, Inc.:

None.

Copyrights of Aspen Pet Products, Inc.:

COPYRIGHT	COUNTRY	REG. NO.	REG. DATE
Catnip Coil Stuffed Animal Cat Toy	United States	VA979491	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979492	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA992226	07/29/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA996397	07/28/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979493	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA994248	07/29/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979497	08/05/99

COPYRIGHT	COUNTRY	REG. NO.	REG. DATE
Catnip Coil Stuffed Animal Cat Toy	United States	VA979498	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA996398	07/28/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979502	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979499	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979500	08/05/99
Catnip Coil Stuffed Animal Cat Toy	United States	VA979501	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979496	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979506	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979507	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979508	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979509	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979503	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979504	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979505	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA994247	07/28/99

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Patchwork Stuffed Animal Pet Toy	United States	VA979494	08/05/99
Patchwork Stuffed Animal Pet Toy	United States	VA979495	08/05/99
Hedgehog Plush Toy	United States	Va000107882 1	03/31/06
Odor free litter box	United States	TX528112 V3198 P294- 298	01/24/96
Odor free litter box	United States	TX528112 V3196 P333- 337	01/25/96