

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Union Bank, N.A.		01/21/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Munchkin, Inc.		
<b>Street Address:</b>	16689 Shoenborn Street		
<b>City:</b>	North Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91343		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3146970	BAMBOO	
Registration Number:	3234118	BAMBOO	
Registration Number:	3301367	BOOGIE MAT	
Registration Number:	3074575	CATFISHER	
Registration Number:	2775618	CHUCK A DUCK	
Registration Number:	2949085	COMBAT	
Registration Number:	2284085	CRACKLER	
Registration Number:	2228741	DANCING DOG	
Registration Number:	3190175	DOGFISHER	
Serial Number:	76325882	EEEKS	
Registration Number:	3350418	FEED + TOSS	
Registration Number:	3296292	FLEECY MCGEES	
Registration Number:	3442122	FURBUSTER	
Registration Number:	2775619	HEAVE A BEAVER	

**CH \$815.00 3146970**

Registration Number:	2733180	KITTEN LITTLE
Registration Number:	3118405	MUD MAGNET
Registration Number:	3545211	PETS ARE KIDS TOO
Registration Number:	2486099	PUTTI CATS
Registration Number:	2595702	TAIL CHASER
Registration Number:	2489116	ZOOM AROUND THE ROOM
Registration Number:	2898338	BAMBOO
Serial Number:	78545802	DOGTOWNS
Serial Number:	77270548	FAT DOG
Serial Number:	77184045	FEROCIOUSLY FLAVORFUL
Serial Number:	78341280	PAW SEASONS
Serial Number:	78823879	PAW SEASONS
Serial Number:	77348538	PAW SEASONS
Serial Number:	78809104	PAW SEASONS
Serial Number:	77051716	PAW SEASONS
Serial Number:	76345859	PETS2
Serial Number:	77369751	QUADBRUSH
Serial Number:	78545799	CATTOIDS

**CORRESPONDENCE DATA**

Fax Number: (312)782-8585  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-782-3939  
Email: dolivotto@jonesday.com  
Correspondent Name: Danielle R. Olivotto  
Address Line 1: 77 W Wacker Drive  
Address Line 2: Jones Day  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	879047-121036
NAME OF SUBMITTER:	Danielle R. Olivotto
Signature:	/s Danielle R. Olivotto/
Date:	01/21/2011

Total Attachments: 6  
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**TRADEMARK**  
**REEL: 004458 FRAME: 0628**



January 18, 2011

Doskocil Manufacturing Company, Inc.  
c/o Wind Point Partners  
676 N. Michigan Avenue, Suite 3700  
Chicago, IL 60611  
Attn: Paul H. Peterson

Re: Release of Interests

Ladies and Gentlemen:

Reference is made to that certain Asset Purchase Agreement dated January 21, 2011 (the "Asset Purchase Agreement"), by and between Doskocil Manufacturing Company, Inc., a Texas corporation (the "Buyer"), Munchkin, Inc., a Delaware corporation ("Munchkin") and Fat Cat, Inc., a Vermont corporation ("Fat Cat") (Fat Cat and Munchkin, each a "Seller", together the "Sellers").

The Sellers are engaged in the production of pet products, consisting of the following product lines: (i) pet grooming tools, (ii) pet toys, (iii) pet home care products and (iv) pet waste management products (collectively, the "Business").

Union Bank, N.A. ("Secured Party") has been informed that, pursuant to the Asset Purchase Agreement, Buyer desires to purchase certain "Purchased Assets" (as defined in the Asset Purchase Agreement) of the Sellers related to the Business as and to the extent set forth on the attached Exhibit A and any other assets related to the Business sold as Purchased Assets by the Sellers pursuant to and in accordance with the Asset Purchase Agreement, which Purchased Assets, in each case, are the subject of a security interest granted by the Sellers in favor of Secured Party.

Secured Party hereby agrees that, effective upon the closing of the Asset Purchase Agreement, (i) any and all security interests, liens, assignments, pledges and encumbrances of any kind or nature whatsoever that Secured Party has in the Purchased Assets are deemed released automatically, and (ii) Secured Party authorizes Buyer or such other party as Buyer may direct, at Buyer's expense, to file such mortgage releases, U.S. patent and trademark releases ("USPTO Releases"), UCC financing statement amendments, and other releases, terminations and satisfactions of Secured Party's liens on and security interests in the Purchased Assets to

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evidence the termination of Secured Party's security interest in the Purchased Assets, including without limitation the UCC financing statement amendments attached hereto as Exhibit B and the USPTO Releases attached hereto as Exhibit C, and (iii) Secured Party agrees to execute and deliver to Buyer such other documents as may reasonably be requested by Buyer in connection with Secured Party's above-described release of its security interests and other liens and interests in the Purchased Assets, all at Buyer's expense.

Notwithstanding the foregoing, the released collateral does not include any Excluded Assets under and as defined in the Asset Purchase Agreement.

[Signature Follows On Next Page]

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This letter shall be binding upon and effective as against Secured Party and its successors and assigns and may be relied upon by the addressee hereto and its successors and assigns. This letter shall be determined under, governed by, and construed in accordance with the laws of the State of California. The delivery of this letter by facsimile or portable document format (PDF) shall be deemed the equivalent of an originally signed letter.

Very truly yours,

**UNION BANK, N.A.**

By:           J C K          

Name: John C. Kase

Title: Vice President

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**EXHIBIT C**

(Attach USPTO Releases of Union Bank, N.A.'s security interest in the Purchased Assets  
consisting of intellectual property)

SCHEDULE "A"  
Continuation of item #4

NUMBER	WORD MARK
3146970	BAMBOO
3234118	BAMBOO
3301367	BOOGIE MAT
3074575	CATFISHER
2775618	CHUCK A DUCK
2949085	COMBAT
2284085	CRACKLER
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