

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
Doskocil Manufacturing Company, Inc.		07/22/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as the Administrative Agent
Street Address:	500 First Avenue
Internal Address:	4th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	UNINC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85250300	STAY FRESH
Serial Number:	85286232	FAT DOG
Serial Number:	85294874	CHUCK A DUCK
Serial Number:	85065285	CLEAN RESPONSE
Serial Number:	72057695	"KENNEL-AIRE"
Serial Number:	74018031	TRAVEL-AIRE
Serial Number:	74216443	BARRIE-AIRE
Serial Number:	74323258	WAGGIN CORRAL
Serial Number:	74323259	WAGGIN' CORRAL
Serial Number:	75375646	
Serial Number:	75573477	TRAVEL-AIRE
Serial Number:	75576796	WAGGIN' CORRAL
Serial Number:	76048980	COMMANDER

CH \$465.00 85250300

Serial Number:	76190474	MAXUM
Serial Number:	76648711	DURALAST
Serial Number:	76648710	HANDI-PAN
Serial Number:	76697589	RIGHT HEIGHT
Serial Number:	76704031	COMFORT-AIRE

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: Suite 3500, 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:	07/25/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT (KENNEL-AIRE)

TRADEMARK SECURITY AGREEMENT (KENNEL-AIRE) dated as of July 22, 2011 ("Agreement"), between Doskocil Manufacturing Company, Inc., a Texas corporation, (together with its successors and assigns, the "Grantor"), and PNC Bank, National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the First Amendment to Credit Agreement dated as of July 22, 2011 (the "Amendment"), among the Grantor, Petmate Holdings Co., a Delaware corporation ("Parent"), the lenders party thereto, and the Administrative Agent, amending that certain Credit Agreement, dated as of January 21, 2011 (as amended by the Amendment and as the same may be further amended, restated or otherwise modified from time to time, the "Credit Agreement"), the terms defined therein being used herein as therein defined), among the Grantor, Parent, the lenders from time to time party thereto, and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of January 21, 2011 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

(3) The Grantor has purchased substantially all of the assets of Kennel-Aire, LLC, a Wisconsin limited liability company ("Kennel-Aire"), pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of the date hereof, among the Grantor, Kennel-Aire, E. Michael Powers, H. Chester Beavers, Robert K. Tyley and Trygve M. Pederson (the "Kennel-Aire Purchase Agreement").

(4) Certain of the assets purchased by the Grantor from Kennel-Aire pursuant to the terms and conditions of the Kennel-Aire Purchase Agreement include trademarks, trade names and/or service marks owned by Kennel-Aire (collectively, the "Kennel-Aire Trademarks").

(5) Since the Closing Date, Grantor has developed certain trademarks, trade names and/or service marks (collectively, the "Developed Trademarks", and, together with the Kennel-Aire Trademarks, the "New Trademarks").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in (whether now owned or hereafter acquired by the Grantor and

whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all of the New Trademarks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of the New Trademarks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all of the New Trademarks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all of the New Trademarks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing; and

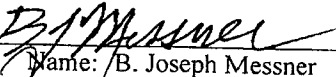
(vii) all corporate names, business names, trade styles, logos, other source or business identifiers.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and any other Grantors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

DOSKOCIL MANUFACTURING COMPANY, INC.,
as the Grantor

By: 
Name: B. Joseph Messner
Title: Chairman, Chief Executive
Officer and President

Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

DOSKOCIL MANUFACTURING COMPANY, INC.,
as the Grantor

By: _____
Name: B. Joseph Messner
Title: Chairman, Chief Executive
Officer and President

Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Patrick Wasser
Title: Vice President

[Signature Page to Trademark Security Agreement]

CHI-1810523

TRADEMARK
REEL: 004590 FRAME: 0268

Schedule A
to Trademark Security Agreement (Kennel-Aire)

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APP NO</u>	<u>FILING DATE</u>	<u>REG NO</u>	<u>REG DATE</u>	<u>STATUS</u>	<u>RECORD OWNER</u>
United States of America	STAY FRESH	85250300	Feb 24, 2011			Pending	Doskocil Manufacturing Company, Inc.
United States of America	FAT DOG	85286232	Apr 5, 2011			Pending	Doskocil Manufacturing Company, Inc.
United States of America	CHUCK A DUCK	85294874	Apr 14, 2011			Pending	Doskocil Manufacturing Company, Inc.
United States of America	CLEAN RESPONSE	85065285	Jun 17, 2010			Allowed	Doskocil Manufacturing Company, Inc.
United States of America	"KENNEL-AIRE"	72057695	Aug 22, 1958	0678276	May 12, 1959	Registered	Kennel-Aire, LLC
United States of America	TRAVEL-AIRE	74018031	Jan 11, 1990	1615424	Oct 2, 1990	Registered	Kennel-Aire, LLC
United States of America	BARRIE-AIRE	74216443	Oct 28, 1991	1711537	Sep 1, 1992	Registered	Kennel-Aire, LLC
United States of America	WAGGIN' CORRAL (W/LOGO DESIGN)	74323258	Oct 19, 1992	1837904	May 31, 1994	Registered	Kennel-Aire, LLC
United States of America	WAGGIN' CORRAL	74323259	Oct 19, 1992	1817224	Jan 18, 1994	Registered	Kennel-Aire, LLC
United States of America	HEART DESIGN	75375646	Oct 20, 1997	2273521	Aug 31, 1999	Registered	Kennel-Aire, LLC
United States of America	TRAVEL-AIRE	75573477	Oct 19, 1998	2308995	Jan 18, 2000	Registered	Kennel-Aire, LLC
United States of America	WAGGIN' CORRAL	75576796	Oct 22, 1998	2313808	Feb 1, 2000	Registered	Kennel-Aire, LLC
United States of America	COMMANDER	76048980	May 16, 2000	2449216	May 8, 2001	Registered	Kennel-Aire, LLC
United States of America	MAXUM	76190474	Jan 8, 2001	2599195	July 23, 2002	Registered	Kennel-Aire, LLC
United States of America	DURALAST	76648711	Oct 18, 2005	3252180	June 12, 2007	Registered	Kennel-Aire, LLC
United States of America	HANDI-PAN	76648710	Oct 18, 2005	3252179	June 12, 2007	Registered	Kennel-Aire, LLC
United States of America	RIGHT HEIGHT	76697589	May 27, 2009	3730348	Dec 29, 2009	Registered	Kennel-Aire, LLC
United States of America	COMFORT-AIRE	76704031	Aug 5, 2010	3939387	Apr 5, 2011	Registered	Kennel-Aire, LLC