

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.		10/20/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Chase Capital Corporation, as Collateral Agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	Mail Code: IL1-0548		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85145023	WETNOZ	
Serial Number:	78552819		
CORRESPONDENCE DATA			
Fax Number:	(312)782-8585		
Phone:	312-782-3939		
Email:	dolivotto@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

TRADEMARK

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REEL: 004650 FRAME: 0623

CH \$65.00 85145023

Signature:	/s Danielle R. Olivotto/
Date:	10/28/2011
Total Attachments: 5 source=Petmate - Trademark Security Agreement (Wetnoz)#page1.tif source=Petmate - Trademark Security Agreement (Wetnoz)#page2.tif source=Petmate - Trademark Security Agreement (Wetnoz)#page3.tif source=Petmate - Trademark Security Agreement (Wetnoz)#page4.tif source=Petmate - Trademark Security Agreement (Wetnoz)#page5.tif	

TRADEMARK SECURITY AGREEMENT (WETNOZ)

TRADEMARK SECURITY AGREEMENT (WETNOZ) dated as of October 20, 2011 ("Agreement"), between Doscocil Manufacturing Company, Inc., a Texas corporation, (together with its successors and assigns, the "Grantor"), and Chase Capital Corporation, as collateral agent (together with its successors and assigns in such capacity, the "Collateral 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 that certain Credit Agreement, dated as of January 21, 2011 (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, Petmate Holdings Co., a Delaware corporation, the lenders from time to time party thereto, and the Collateral 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 Collateral Agent, pursuant to which the Grantor has granted to the Collateral 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 Wetnoz Products USA, LLC, a Texas limited liability company ("Wetnoz"), pursuant to the terms and conditions of that certain Sale and Purchase Agreement, dated as of the date hereof, among the Grantor and Wetnoz (the "Wetnoz Purchase Agreement").

(4) Certain of the assets purchased by the Grantor from Wetnoz pursuant to the terms and conditions of the Wetnoz Purchase Agreement include trademarks, trade names and/or service marks owned by Wetnoz (collectively, the "Wetnoz 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 Collateral 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 Collateral 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 Wetnoz 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 Wetnoz 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 Wetnoz 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 Wetnoz 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 Collateral 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 Collateral 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: Madhusudan A Dewan
Name: Madhusudan Dewan
Title: Chief Financial Officer

Accepted and acknowledged by:

CHASE CAPITAL CORPORATION,
as Collateral 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:
Title:

Accepted and acknowledged by:

CHASE CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: W. Robert Felker
Title: Chief Operating Officer

Schedule A
to Trademark Security Agreement (Wetnoz)

<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	WETNOZ	85145023	October 5, 2010	3,973,701	June 6, 2007	Registered	Wetnoz Products USA, LLC
United States of America	Stylized animal nose print	78552819	January 24, 2005	3,185,620	December 19, 2006	Registered	360 Product Development, Ltd