

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
J.W. Pet Company		12/14/2012	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Administrative Agent
Street Address:	1 North Franklin
Internal Address:	29th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2814228	ACTIVITOYS
Registration Number:	3386136	ANCHOR BUBBLER
Registration Number:	3458976	ANCHOR STONE
Serial Number:	85372811	ARACHNOID
Registration Number:	3274114	CATACTION
Registration Number:	3972390	CHOMPION
Serial Number:	85527044	CRACKLE HEADS
Registration Number:	3188146	CUZ
Registration Number:	3103848	DOGS IN ACTION
Registration Number:	2646127	EASY GROOM
Registration Number:	3719033	FUSION
Registration Number:	3600051	FUSION
Registration Number:	2580907	GRIPSOFT

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Registration Number:	2599114	HOL-EE ROLLER
Registration Number:	2867825	INSIGHT
Registration Number:	4061622	INTELLIGENT IDEAS. HAPPY PETS.
Registration Number:	3103847	INVINCIBLE CHAINS
Registration Number:	3332384	ISQUEAK
Registration Number:	2808504	JW
Registration Number:	2808505	JW
Registration Number:	3552484	JW
Registration Number:	2201919	J.W. PET COMPANY
Registration Number:	3684239	MADE FROM SUPER TOUGH MEGALASTOMER
Registration Number:	3684240	MEGABALL
Registration Number:	3684238	MEGALAST
Registration Number:	3406280	NATURE'S DESIGN
Serial Number:	85552415	PETVILLE
Serial Number:	85664293	PROTEN
Registration Number:	3206279	RUFFIANS
Registration Number:	2344203	SKID STOP
Registration Number:	3103908	SPHERICON
Registration Number:	3506155	THE INSIDER
Registration Number:	3138745	TOUGH BY NATURE

CORRESPONDENCE DATA

Fax Number: 2127557603
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 326-3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Beth Vogel, Esq.
Address Line 1: 222 East 41st Street
Address Line 2: Jones Day
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	879047-121036
NAME OF SUBMITTER:	Beth Vogel
Signature:	/Beth Vogel/
Date:	12/18/2012

Total Attachments: 7

TRADEMARK
REEL: 004921 FRAME: 0342

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 14, 2012 ("Agreement"), between J.W. Pet Company, Inc., a New Jersey 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 Amended and Restated Credit Agreement, dated as of December 14, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among Dorskocil Manufacturing Company, Inc., a Texas corporation, and all domestic subsidiaries thereof added as a borrower under the Credit Agreement, as the borrowers (in each case, the "Borrower"), Petmate Holdings Co., a Delaware corporation, certain subsidiaries of the Borrower from time to time party thereto, the lenders party thereto and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to an Amended and Restated Pledge and Security Agreement, dated as of December 14, 2012 (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.

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 trademarks, trade names and service marks 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 trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks 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 trademarks, trade names and service marks 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;

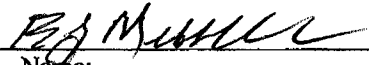
(vi) all reissues, extensions and renewals of any of the foregoing; and

(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.

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.

J.W. PET COMPANY, INC., as the Grantor

By: 
Name:
Title:

Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
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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.

J.W. PET COMPANY, INC., as the Grantor

By: _____
Name:
Title:

Accepted and acknowledged by:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Bradley Byrd
Name: Bradley Byrd
Title: MD

Schedule A
to Trademark Security Agreement

<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>
UNITED STATES	ACTIVITOYS	78/160,301	9/3/02	2,814,228	2/10/2004	Registered
UNITED STATES	ANCHOR BUBBLER	77/125,919	3/8/07	3,386,136	2/19/2008	Registered
UNITED STATES	ANCHOR STONE	77/125,946	3/8/07	3,458,976	7/1/2008	Registered
UNITED STATES	ARACHNOID	85/372,811	7/15/11			Published
UNITED STATES	CATACTION	77/082,112	1/12/07	3,274,114	8/7/2007	Registered
UNITED STATES	CHOMPION	77/883,633	12/1/09	3,972,390	6/7/2011	Registered
UNITED STATES	CRACKLE HEADS	85/527,044	1/27/12			Published
UNITED STATES	CUZ	78/606,232	4/11/05	3,188,146	12/19/2006	Registered
UNITED STATES	DOGS IN ACTION	78/658,090	6/24/05	3,103,848	6/13/2006	Registered
UNITED STATES	EASY GROOM	75/612,911	5/30/07	2,646,127	11/5/2002	Registered
UNITED STATES	FUSION	77/193,254	5/30/07	3,719,033	12/1/2009	Registered
UNITED STATES	FUSION	77/976,577	5/17/00	3,600,051	3/31/2009	Registered
UNITED STATES	GRIPSOFT	76/050,444	11/7/00	2,580,907	6/18/2002	Registered
UNITED STATES	HOL-EE ROLLER	76/161,484	9/3/02	2,599,114	7/23/2002	Registered
UNITED STATES	INSIGHT	78/160,292	12/16/05	2,867,825	7/27/2004	Registered

<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>
UNITED STATES	INSIGHT	78/775,163	12/16/05			Abandoned
UNITED STATES	INTELLIGENT IDEAS. HAPPY PETS.	85/975,643	7/29/10	4,061,622	11/22/2011	Registered
UNITED STATES	INVINCIBLE CHAINS	78/658,084	6/24/05	3,103,847	6/13/2006	Registered
UNITED STATES	ISQUEAK	78/852,750	4/3/06	3,332,384	11/6/2007	Registered
UNITED STATES	JW	78/143,951	7/15/02	2,808,504	1/27/2004	Registered
UNITED STATES	JW (AND DESIGN)	78/143,953	7/15/02	2,808,505	1/27/2004	Registered
UNITED STATES	JW (and paw print and circle design)	77/023,957	10/18/06	3,552,484	12/30/2008	Registered
UNITED STATES	J.W. PET COMPANY	75/176,344	10/31/96	2,201,919	11/3/1998	Registered
UNITED STATES	MADE FROM SUPER TOUGH MEGALASTOMER	77/555,620	8/26/08	3,684,239	9/15/2009	Registered
UNITED STATES	MEGABALL	77/555,623	8/26/08	3,684,240	9/15/2009	Registered
UNITED STATES	MEGALAST	77/555,564	8/26/08	3,684,238	9/15/2009	Registered
UNITED STATES	NATURE'S DESIGN	77/125,990	3/8/07	3,406,280	4/1/2008	Registered
UNITED STATES	PETVILLE	85/552,415	2/24/12			Published
UNITED STATES	PROTEN	85/664,293	6/28/12			Filed
UNITED STATES	RUFFIANS	78/873,557	5/1/06	3,206,279	2/6/2007	Registered
UNITED STATES	SKID STOP	75/606,974	12/17/98	2,344,203	4/18/2000	Registered
UNITED STATES	SPHERICON	78/660,101		3,103,908	6/13/2006	Registered

<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>
UNITED STATES	THE INSIDER	77/215,437	6/27/07	3,506,155	9/23/2008	Registered
UNITED STATES	TOUGH BY NATURE	78/712,749		3,138,745	9/5/2006	Registered