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.		12/14/2012	CORPORATION: TEXAS

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: 1

Property Type	Number	Word Mark
Serial Number:	85526768	FURPURR

CH $40.00 85526768

CORRESPONDENCE DATA

Fax Number: 2127557306

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:	12/20/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 14, 2012 ("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 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 Doskocil 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. Terns 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.

DOSKOCIL MANUFACTURING 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]

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:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:_____
Name: Bradley Byrd
Title: MD

[Signature Page to Trademark Security Agreement]

Schedule A
to Trademark Security Agreement

COUNTRY	TRADEMARK	APP NO	FILING DATE	REG NO	REG DATE	STATUS
UNITED STATES	BONKERS	85/533,017	2/3/2012			ALLOWED
UNITED STATES	COMPASS	85/757,750	10/18/2012			PENDING
UNITED STATES	EASY REACH DINER	85/544,807	2/16/2012			ALLOWED
UNITED STATES	FURPURR	85/526,768	1/27/2012			ALLOWED
UNITED STATES	FURRIFIC!	85/694,428	8/3/2012			PENDING
UNITED STATES	NAVIGATOR	85/782,363	11/19/2012			PENDING
UNITED STATES	PET SHUTTLE	85/786,649	11/26/2012			PENDING
UNITED STATES	PlanetWag	85/527,033	1/27/2012			ALLOWED
UNITED STATES	PORTION RIGHT	85/544,774	2/16/2012			ALLOWED
UNITED STATES	ROOPERS	85/527,070	1/27/2012			ALLOWED
UNITED STATES	RUFF MAXX	85/516,136	1/13/2012			PENDING
UNITED STATES	Ruffmaxx (expansion application)	85/783,603	11/20/2012			PENDING
UNITED STATES	STAY FRESH	85/574,130	3/20/2012			ALLOWED
UNITED STATES	STAY FRESH	85/977,881				PENDING
UNITED STATES	Wetnoz (expansion application)	85/776,773	11/12/2012			PENDING
UNITED STATES	WONKY BONKERS	85/526,958	1/27/2012			ALLOWED