

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:	Chase Capital Corporation, as Collateral Agent		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	85533017	BONKERS	
Serial Number:	85757750	COMPASS	
Serial Number:	85544807	EASY REACH DINER	
Serial Number:	85526768	FURPURR	
Serial Number:	85694428	FURRIFIC!	
Serial Number:	85782363	NAVIGATOR	
Serial Number:	85786649	PET SHUTTLE	
Serial Number:	85527033	PLANETWAG	
Serial Number:	85544774	PORTION RIGHT	
Serial Number:	85527070	ROOPERS	
Serial Number:	85516136	RUFF MAXX	
Serial Number:	85783603	RUFFMAXX	
Serial Number:	85574130	STAY FRESH	
Serial Number:	85977881	STAY FRESH	

TRADEMARK

Serial Number:	85776773	WETNOZ
Serial Number:	85526958	WONKY BONKERS

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 Daskocil 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 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 Daskocil 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 Collateral 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 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.

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 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 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.

By: Madhusudan A. Dewan
Name: madhusudan A. Dewan
Title: CFO

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.

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

<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	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