

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311054

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Doskocil Manufacturing Company, Inc.		07/10/2014	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, a National Association (as administrative agent)
<b>Street Address:</b>	1 North Franklin
<b>Internal Address:</b>	29th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	National Banking Organization: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	85681612	FETCH WHEEL
Serial Number:	85684725	FUMBLE FETCH
Serial Number:	85504344	MORE WAYS TO PLAY
Serial Number:	85739822	PUNT TO PLAY
Serial Number:	85739818	ROLL TO PLAY
Serial Number:	85704204	TUMBLE BUMPER
Serial Number:	85696391	TUMBLER
Serial Number:	76408985	CHUCKIT!
Serial Number:	75678027	CHUCKIT!
Serial Number:	85504332	HELIFLIGHT
Serial Number:	85420791	KICK FETCH
Serial Number:	78164554	FLYING SQUIRREL
Serial Number:	85482020	KICK TO PLAY
Serial Number:	78619293	
Serial Number:	85504336	PARAFLIGHT
Serial Number:	77821677	THE WHISTLER
Serial Number:	85566004	ULTRA BALL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85565864	ULTRA TOSS
Serial Number:	85565876	ULTRA TUG
Serial Number:	85504340	ZIPFLIGHT

**CORRESPONDENCE DATA**

**Fax Number:** 2127557306

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212-326-3939

**Email:** NYTEF@JONESDAY.COM

**Correspondent Name:** Beth D. Vogel

**Address Line 1:** Jones Day

**Address Line 2:** 222 East 41st Street

**Address Line 4:** New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	879047-121036
<b>NAME OF SUBMITTER:</b>	Beth D. Vogel
<b>SIGNATURE:</b>	/Beth D. Vogel/
<b>DATE SIGNED:</b>	07/17/2014

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of July 10, 2014 (“Agreement”), between Daskocil 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 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 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 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: Madhusudan A. Dewar  
Name: MADHUSUDAN A. DEWAR  
Title: EVP & CFO

Accepted and acknowledged by:

**CHASE CAPITAL CORPORATION,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

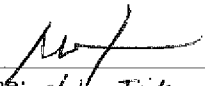
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**DOSKOCIL MANUFACTURING COMPANY,  
INC.,** as the Grantor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and acknowledged by:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By:  \_\_\_\_\_  
Name: *John Trida*  
Title: *SVP*

Schedule A  
to Trademark Security Agreement

Country	Mark	Application #	File Date	Registration #	Registration Date	Status
UNITED STATES	FETCH WHEEL	85/681,612	7/19/2012	4,351,586	6/11/2013	REGISTERED
UNITED STATES	FUMBLE FETCH	85/684,725	7/23/2012	4,355,470	6/18/2013	REGISTERED
UNITED STATES	MORE WAYS TO PLAY	85/504,344	12/27/2011	4,293,284	2/19/2013	REGISTERED
UNITED STATES	PUNT TO PLAY	85/739,822	9/27/2012	4,355,573	6/18/2013	REGISTERED
UNITED STATES	ROLL TO PLAY	85/739,818	9/27/2012	4,355,572	6/18/2013	REGISTERED
UNITED STATES	TUMBLE BUMPER	85/704,204	8/15/2012	4,355,517	6/18/2013	REGISTERED
UNITED STATES	TUMBLER	85/696,391	8/6/2012	4,355,496	6/18/2013	REGISTERED
UNITED STATES	CHUCKIT!	76/408,985	5/16/2002	2,726,811	6/17/2003	REGISTERED
UNITED STATES	CHUCKIT!	75/678,027	4/9/1999	2,326,486	3/7/2000	REGISTERED
UNITED STATES	HELIFLIGHT	85/504,332	12/27/2011	4,265,673	12/25/2012	REGISTERED
UNITED STATES	KICK FETCH	85/420,791		4,258,756	12/11/2012	REGISTERED
UNITED STATES	FLYING SQUIRREL	78/164,554	9/16/2002	2,775,644	10/21/2003	REGISTERED
UNITED STATES	KICK TO PLAY	85/482,020	11/28/2011	4,265,625	12/25/2012	REGISTERED
UNITED STATES	Miscellaneous Design (Ball Thrower)	78/619,293	4/28/2005	3,082,546	4/18/2006	REGISTERED
UNITED STATES	PARAFLIGHT	85/504,336	12/27/2011	4,265,674	12/25/2012	REGISTERED
UNITED STATES	THE WHISTLER	77/821,677	9/8/2009	3,777,782	4/20/2010	REGISTERED
UNITED STATES	ULTRA BALL	85/566,004	3/9/2012	4,249,384	11/27/2012	REGISTERED

Country	Mark	Application #	File Date	Registration #	Registration Date	Status
UNITED STATES	ULTRA TOSS	85/565,864	3/9/2012	4,241,268	11/13/2012	REGISTERED
UNITED STATES	ULTRA TUG	85/565,876	3/9/2012	4,249,381	11/27/2012	REGISTERED
UNITED STATES	ZIPFLIGHT	85/504,340	12/27/2011	4,265,675	12/25/2012	REGISTERED