

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Doskocil Manufacturing Company, Inc.		07/10/2014	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: 34

Property Type	Number	Word Mark
Serial Number:	85847756	JW
Serial Number:	85847650	JW
Serial Number:	85673238	HOL-EE
Serial Number:	85664293	PROTEN
Serial Number:	78160301	ACTIVITOYS
Serial Number:	77125919	ANCHOR BUBBLER
Serial Number:	77125946	ANCHOR STONE
Serial Number:	85372811	ARACHNOID
Serial Number:	77082112	CATACTION
Serial Number:	77883633	CHOMPION
Serial Number:	85527044	CRACKLE HEADS
Serial Number:	78606232	CUZ
Serial Number:	78658090	DOGS IN ACTION
Serial Number:	85815623	EVERTUFF
Serial Number:	77976577	FUSION
Serial Number:	77193254	FUSION
Serial Number:	76050444	GRIPSOFT
Serial Number:	76161484	HOL-EE ROLLER

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78160292	INSIGHT
Serial Number:	85975643	INTELLIGENT IDEAS. HAPPY PETS.
Serial Number:	78658084	INVINCIBLE CHAINS
Serial Number:	78852750	ISQUEAK
Serial Number:	78143951	JW
Serial Number:	78143953	JW
Serial Number:	77023957	JW
Serial Number:	75176344	J.W. PET COMPANY
Serial Number:	77555620	MADE FROM SUPER TOUGH MEGALASTOMER
Serial Number:	77555564	MEGALAST
Serial Number:	85552415	PETVILLE
Serial Number:	78873557	RUFFIANS
Serial Number:	75606974	SKID STOP
Serial Number:	86194021	
Serial Number:	86112619	JW
Serial Number:	86112629	JW

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

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

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 10, 2014 ("Agreement"), between Dorskocil 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 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 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 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.

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: Mathundan A. Duran
Name: MATHUSUDAN A. DURAN
Title: EV & 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:

**CHASE CAPITAL CORPORATION,
as Collateral Agent**

By: Therese E. Cross
Name: Therese E. Cross
Title: vice President

Schedule A
to Trademark Security Agreement

Country	Mark	Application #	File Date	Registration #	Registration Date	Status
UNITED STATES	JW LOGO (EXPANSION)	85/847,756	2/12/2013	4,392,312	8/27/2013	REGISTERED
UNITED STATES	JW WORD MARK (EXPANSION)	85/847,650	2/12/2013	4,392,311	8/27/2013	REGISTERED
UNITED STATES	HOL-EE	85/673,238	7/10/2012			ALLOWED
UNITED STATES	PROTEN	85/664,293	6/28/2012	4,332,940	5/7/2013	REGISTERED
UNITED STATES	ACTIVITOYS	78/160,301	9/3/2002	2,814,228	2/10/2004	REGISTERED
UNITED STATES	ANCHOR BUBBLER	77/125,919	3/8/2007	3,386,136	2/19/2008	REGISTERED
UNITED STATES	ANCHOR STONE	77/125,946	3/8/2007	3,458,976	7/1/2008	REGISTERED
UNITED STATES	ARACHNOID	85/372,811	7/15/2011	4,208,738	9/18/2012	REGISTERED
UNITED STATES	CATACTION	77/082,112	1/12/2007	3,274,114	8/7/2007	REGISTERED
UNITED STATES	CHOMPION	77/883,633	12/1/2009	3,972,390	6/7/2011	REGISTERED
UNITED STATES	CRACKLE HEADS	85/527,044	1/27/2012	4,269,673	1/1/2013	REGISTERED
UNITED STATES	CUZ	78/606,232	4/11/2005	3,188,146	12/19/2006	REGISTERED
UNITED STATES	DOGS IN ACTION	78/658,090	6/24/2005	3,103,848	6/13/2006	REGISTERED
UNITED STATES	EVERTUFF	85/815,623	1/4/2013	4,433,911	11/12/2013	REGISTERED
UNITED STATES	FUSION	77/976,577	5/30/2007	3,600,051	3/31/2009	REGISTERED
UNITED STATES	FUSION	77/193,254	5/30/2007	3,719,033	12/1/2009	REGISTERED

Country	Mark	Application #	File Date	Registration #	Registration Date	Status
UNITED STATES	GRIPSOFT	76/050,444	5/17/2000	2,580,907	6/18/2002	REGISTERED
UNITED STATES	HOL-EE ROLLER	76/161,484	11/7/2000	2,599,114	7/23/2002	REGISTERED
UNITED STATES	INSIGHT	78/160,292	9/3/2002	2,867,825	7/27/2004	REGISTERED
UNITED STATES	INTELLIGENT IDEAS. HAPPY PETS.	85/975,643	7/29/2010	4,061,622	11/22/2011	REGISTERED
UNITED STATES	INVINCIBLE CHAINS	78/658,084	6/24/2005	3,103,847	6/13/2006	REGISTERED
UNITED STATES	ISQUEAK	78/852,750	4/3/2006	3,332,384	11/6/2007	REGISTERED
UNITED STATES	JW	78/143,951	7/15/2002	2,808,504	1/27/2004	REGISTERED
UNITED STATES	JW & Design	78/143,953	7/15/2002	2,808,505	1/27/2004	REGISTERED
UNITED STATES	JW (w/paw print and circle design)	77/023,957	10/18/2006	3,552,484	12/30/2008	REGISTERED
UNITED STATES	J.W. PET COMPANY	75/176,344	10/3/1996	2,201,919	11/3/1998	REGISTERED
UNITED STATES	MADE FROM SUPER TOUGH MEGALASTOMER	77/555,620	8/26/2008	3,684,239	9/15/2009	REGISTERED
UNITED STATES	MEGALAST	77/555,564	8/26/2008	3,684,238	9/15/2009	REGISTERED
UNITED STATES	PETVILLE	85/552,415	2/24/2012	4,259,203	12/11/2012	REGISTERED
UNITED STATES	RUFFIANS	78/873,557	5/1/2006	3,206,279	2/6/2007	REGISTERED
UNITED STATES	SKID STOP	75/606,974	12/17/1998	2,344,203	4/18/2000	REGISTERED
UNITED STATES	HOLEE ROLLER PRODUCT CONFIGURATION	86/194,021	2/14/2014			PENDING
UNITED STATES	JW Logo (GROOMING EXPANSION)	86/112,619	11/7/2013			ALLOWED
UNITED STATES	JW (WORD MARK) (GROOMING EXPANSION)	86/112,629	11/7/2013			ALLOWED