

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRECISION PET PRODUCTS, INC.		07/05/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ally Bank, as Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4061154	SPINZ	
Serial Number:	85113550	SPIN BONE	
Serial Number:	85113542	SPINNERZ	
Serial Number:	85113533	SPINTASTIC	
Serial Number:	85113520	SPINTELLIGENT	
Serial Number:	85113509	SPINERTAINMENT	
Registration Number:	4158746	THE REVOLUTION HAS BEGUN	
Registration Number:	4660205	SNOOZZY BABY	
Registration Number:	4450011	PRO CONCEPTS	
Registration Number:	4398932	COZY COMFORTER	
Registration Number:	4349930	DAYDREAMER	
Serial Number:	85851778	SNOOZZY	
Registration Number:	3735499	CARGO KENNEL	
Registration Number:	3771538	ORTHOAIR	
Serial Number:	85888515	ALWAYS UNIQUE NEVER BORING	
Registration Number:	4728608	DAZZLE!	
Registration Number:	4701557	GREAT CRATE	
Registration Number:	4744821	WOODSTONE HOME	
Serial Number:	86205353	LITTER BOX LOVE	
TRADEMARK			

OP \$540.00 4061154

Property Type	Number	Word Mark
Serial Number:	86829037	CARE CRATE
Registration Number:	4357475	PRECISION PET PRODUCTS

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: John Salvage
Address Line 1: 4400 EASTON COMMONS WAY SUITE 125
Address Line 2: CT Corporation System
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	John Salvage
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/05/2016

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 5, 2016 ("Agreement"), between PRECISION PET PRODUCTS, INC., a California corporation, (together with its successors and assigns and any other entity that becomes a grantor hereunder, each, a "Grantor" and collectively, the "Grantors"), and Ally Bank, as agent (together with its successors and assigns in such capacity, the "Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below):

RECITALS:

This Agreement is made pursuant to the Loan and Security Agreement, dated as of November 10, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among Dorskocil Manufacturing Company, Inc., a Texas corporation (the "Borrower"), Petmate Holdings Co., a Delaware corporation, Precision Pet Products, Inc., a California corporation, certain subsidiaries of the Borrower from time to time party thereto, the lenders party thereto, the Agent and Business Development Corporation of America, as an Arranger (as defined in the Credit Agreement). Pursuant to the Credit Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, 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, each Grantor hereby covenants and agrees with the Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in (whether now owned or hereafter acquired by such Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such 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 Credit Agreement. This Agreement has been entered into by the Grantors and the Agent primarily for recording purposes as contemplated by the Credit Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Credit Agreement, the terms and provisions of such Credit 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.

PRECISION PET PRODUCTS, INC., as the
Grantor

By: *Allen Tilton*
Name: Allen Tilton
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005847 FRAME: 0361

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Agent

By: T.M. Macdonald
Name: TOM MACDONALD
Title: Assistant to Signatory

[Signature Page to Trademark Security Agreement]

Schedule A
to Trademark Security Agreement

<u>Jurisdiction</u>	<u>Mark</u>	<u>Filed Date</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Status</u>
AUSTRALIA	PRECISION PET PRODUCTS (WORDM.ARK)	11/15/2004	1029854	1029854	Registered
CANADA	PRECISION PET PRODUCTS (WORDMARK)	01/31/2003	1,166,506	TMA 657,298	Registered
CTM (EUROPE)	PRECISION PET PRODUCTS (WORDMARK)	02/04/2003	003036134	003036134	Registered
JAPAN	PRECISION PET PRODUCTS (WORDMARK)	01/26/2005	2005-5377	5207962	Registered
MEXICO	PRECISION PET PRODUCTS (WORDMARK)	06/26/2008	916755	1112580	Registered
CHINA	PRECISION PET PRODUCTS (WORDMARK)	11/07/2003	3800727	3800727	Registered
CHINA	PRECISION PET PRODUCTS (PLUS DESIGN)	04/13/2005	4600343	4600343	Registered
AUSTRALIA	SNOOZZY (WORDMARK)		1034644	---	Closed
MEXICO	SNOOZZY (WORDMARK)	02/25/2008	916479	1109564	Registered
CHINA	SNOOZZY (WORDMARK)	02/22/2005	4510857	4510857	Registered
CTM (EUROPE)	SNUGGLY	02/11/2005	004283727	4283727	Closed
CHINA	SNUGGLY	02/21/2005	4509595	4509595	Registered
CHINA	SNOOZZZEEE	02/22/2005	4510858	4510858	Registered
U.S.	SPINZ	08/23/2010	85/113,554	4,061,154	Registered
U.S.	SPINBONE	08/23/2010	85/113,550	---	Closed
U.S.	SPINNERZ	08/23/2010	85/113,542	--	Closed
U.S.	SPINTASTIC	08/23/2010	85/113,533	--	Closed
U.S.	SPINTELLIGENT	08/23/2010	65/113,520	--	Closed
U.S.	SPINTERTAINMENT	08/23/2010	85/113,509	---	Closed
U.S.	THE REVOLUTION HAS BEGUN	03/10/2011	851263,162	4,158,746	Registered
U.S.		02/15/2013	85/851,778	4,660,205	Registered

U.S.	SNOOZZY	02/15/2013	85/851,778	--	Abandoned
U.S.		10/16/2012	85/755,587	4,357,475	Registered
U.S.	PRO CONCEPTS	10/16/2012	85/755,638	4,450,011	Registered
U.S.	COZY COMFORTER	10/16/2012	85/755,665	4,398,932	Registered
U.S.	DAY DREAMER	10/16/2012	85/755,710	4,349,930	Registered
U.S.	CARGO KENNEL	08/05/2009	77/798,030	3,735,499	Registered
U.S.	ORTHOAIR	10/09/2009	77/845,211	3,771,538	Registered
U.S.	ALWAYS UNIQUE NEVER BORING	03/27/2013	85/888,515	---	Closed
U.S.		12/02/2013	86/132,688	4,728,608	Registered
U.S.	GREAT GRATE	02/26/2014	86/205,341	4,701,557	Registered
U.S.	WOODSTONE HOME	03/06/2014	86/213,080	4,744,821	Registered
U.S.	LITTER BOX LOVE	02/26/2014	86/205,353	---	Closed
U.S.	CARE CRATE	11/23/2015	86/829,037	---	Pending
U.S.	MAKING A BETTER WORLD FOR PETS	-	--	--	Application to be filed
US	POSITIVE- INTUITIVE-- TRAINING	--	--	---	Application to be filed

Schedule A - 2