

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST 1704/0802		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NATIONSBANK OF TEXAS		01/21/2011	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DOSKOCIL MANUFACTURING COMPANY, INC.		
<b>Also Known As:</b>	PETMATE		
<b>Street Address:</b>	2300 E RANDOL MILL RD.		
<b>City:</b>	ARLINGTON		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76011		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75242288	LE BISTRO	
<b>Serial Number:</b>	75101829	PET ESCORT	
<b>Serial Number:</b>	75032309	DOSKOCIL	
<b>Serial Number:</b>	75032730	DOSKOCIL	
<b>Serial Number:</b>	75022797	BAT 'N BOBBLE	
<b>Serial Number:</b>	74717536	INDIGO	
<b>Serial Number:</b>	74714183	PETMATE	
<b>Serial Number:</b>	74675015	BALL A BOUT	
<b>Serial Number:</b>	74581791		
<b>Serial Number:</b>	74561468		
<b>Serial Number:</b>	74140440	RUFF HAUZ	
<b>Serial Number:</b>	74064945	CRAZY CIRCLE	
<b>Serial Number:</b>	74051439		
<b>Serial Number:</b>	73819087		
<b>Serial Number:</b>	73818249	VARI KENNEL	
<b>Serial Number:</b>	73686269	DOGLOO	
<b>Serial Number:</b>	73424335	KENNEL CAB	
<b>Serial Number:</b>	73424334	PET TAXI	

CH \$515.00 75242288

Property Type	Number	Word Mark
Serial Number:	75222601	S
Serial Number:	72405189	SKY KENNEL

**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:** abaggett@giplaw.com  
**Correspondent Name:** GLOBAL IP COUNSELORS, LLP  
**Address Line 1:** 1233 20th street n.w.  
**Address Line 2:** suite 600  
**Address Line 4:** Washington, D.C. 20036

<b>NAME OF SUBMITTER:</b>	Daniel Hwang
<b>SIGNATURE:</b>	/Daniel Hwang/
<b>DATE SIGNED:</b>	05/22/2017

**Total Attachments: 7**  
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source=BofA-Payoff Letter - Redacted#page7.tif

**PAYOFF CONFIRMATION LETTER**

January 19, 2011

Doskocil Manufacturing Company, Inc.  
4209 Barnett Boulevard  
Arlington, Texas 76017

PNC Bank, National Association, as administrative agent  
500 First Avenue, 4th Floor  
Pittsburgh, PA 15219  
Attention: Agency Services

Chase Capital Corporation, as collateral agent  
10 S. Dearborn Street  
Mail Code: IL1-0548  
Chicago, IL 60603

Re: Second Amended and Restated Loan and Security Agreement dated as of June 10, 2008, as amended ("Loan Agreement"), among certain lenders (collectively, "Lenders"), Bank of America, N.A., as agent for such lenders ("Agent"), and Doskocil Manufacturing Company, Inc., a Texas corporation ("Borrower"), together with the credit facility documents and agreements executed in connection therewith (collectively, "Loan Documents")

Ladies and Gentlemen:

Agent has been informed that Borrower intend to terminate the Loan Documents (including, for the avoidance of doubt,

on January 21, 2011 ("Payoff Date") and to satisfy in full all loans and other obligations of Borrower to Agent and the Lenders outstanding as of the Payoff Date (except Borrower's obligations relating to the Letter of Credit), including all principal, interest, fees, expenses, and other amounts outstanding or payable under the Loan Documents (collectively, "Obligations"), with funds made available to Borrower

Agent has agreed to accept the payoff,

and to release (a) all of its liens, assignments, pledges and security interests on or in any and all real and personal property and other assets of the Borrower which may have been granted to Agent or any Lender to secure the Obligations existing under the Loan Documents (including for the avoidance of doubt, the Pledge Agreements) (collectively, "Agent's Liens") and (b) the equity interests pledged by each of the Pledgors as further described in each of the Pledge Agreements (the "Non-Recourse Pledged Collateral"), on the terms set forth in this letter agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

Agent agrees and confirms that automatically upon its receipt, no later than 2:00 p.m. (Dallas, Texas time) on the Payoff Date, of (a) immediately available funds ("Payoff Amount"),

1. The Obligations and the financing arrangements provided by Agent and the Lenders pursuant to the Loan Documents are satisfied in full and terminated, other than Borrower's obligations relating to the Letter of Credit, any other bank product which shall remain outstanding following the Payoff Date, including, without limitation, any cash management or credit card services provided to Borrower, and other than any indemnification and other provisions that survive under the express terms of the Loan Documents;

2. Agent's Liens are terminated and shall be of no further force or effect; and

3. Any guaranties of the Obligations by any guarantor (each a "Guarantor") under the Loan Documents are deemed terminated and released and shall be of no further force or effect;

4. Each of New Agent, Borrower, and Borrower's designee is authorized, at Borrower's expense, (a) to file releases of all financing statements filed by Agent showing Borrower, any Pledgor, or any Guarantor as debtor, including, without limitation, the financing statements listed on Attachment B and (b) to record or file such other lien releases as may be necessary to effectively terminate any and all Agent's Liens on the assets and properties of Borrower, any Pledgor, or any Guarantor, including, without limitation, mortgage releases and intellectual property releases. Upon either New Agent's reasonable request from time to time, Agent will execute and deliver, at Borrower's expense, such additional lien releases as may be

necessary to effectively terminate any and all Agent's Liens on the assets and properties of Borrower, any Pledgor, or any Guarantor.

Borrower acknowledges that the Payoff Amount is due and owing pursuant to the Loan Documents. If, for any reason, any of the Payoff Amount or any other amounts applied by Agent to payment of the Obligations is voided or rescinded or must otherwise be returned by Agent as a result of Borrower's insolvency, bankruptcy or otherwise, Borrower acknowledges and agrees that the Loan Documents, and Borrower's obligations and liabilities thereunder, shall be reinstated to that extent.

This letter agreement shall terminate upon January 24, 2011. Additionally, Borrower agrees that it shall not request any other extensions of credit under the Loan Documents following the date hereof unless Borrower has notified Agent and the New Agents of any such request. In the event of any such request, this letter agreement shall be of no further force or effect.

This letter agreement may be executed in counterparts and be delivered by facsimile. This shall constitute an agreement made in, and governed by, the internal laws of the State of New York.

Very truly yours,

**BANK OF AMERICA, N.A.,**  
as Agent

By \_\_\_\_\_  
Title: Senior Vice President

Acknowledged and agreed:

**DOSKOCIL MANUFACTURING COMPANY, INC.,**  
**A TEXAS CORPORATION**

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

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

**PNC BANK, NATIONAL ASSOCIATION,**  
as administrative agent

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

**CHASE CAPITAL CORPORATION,**  
as collateral agent

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

Attachment B

**UCC Financing Statements**

1. UCC Financing Statement No. 04-0052547269 filed on December 31, 2003, with the Texas Secretary of State naming Dorskocil Manufacturing Company, Inc. as debtor and Bank of America, N.A., as Agent and Term Loan B Agent, as secured party.
2. UCC Financing Statement No. 08-0019510226 filed on June 9, 2008, with the Texas Secretary of State naming Dorskocil Manufacturing Company, Inc. as debtor and Bank of America, N.A., as Agent, as secured party.
3. UCC Financing Statement No. 08-0019744164 filed on June 10, 2008, with the Texas Secretary of State naming Dorskocil Manufacturing Company, Inc. as debtor and Bank of America, N.A., as Term Loan B Agent, as secured party.
4. UCC Financing Statement No. 60371526 filed on January 31, 2006, with the Delaware Department of State naming Aspen Pet Products Holdings, Inc. as debtor and Bank of America, N.A., as Agent.
5. UCC Financing Statement No. 60371518 filed on January 31, 2006, with the Delaware Department of State naming Aspen Pet Products Holdings, Inc. as debtor and Bank of America, N.A., as Term Loan B Agent.
6. UCC Financing Statement No. 2008 1961257 filed on June 9, 2008, with the Delaware Department of State naming Aspen Pet Products, Inc. and Aspen Pet Products Holdings, Inc. as debtors and Bank of America, N.A., as Agent.
7. UCC Financing Statement No. 2008 1962022 filed on June 10, 2008, with the Delaware Department of State naming Aspen Pet Products, Inc. and Aspen Pet Products Holdings, Inc. as debtors and Bank of America, N.A., as Term Loan B Agent.
8. UCC Financing Statement No. 60371492 filed on January 31, 2006, with the Delaware Department of State naming Aspen Pet Products, Inc. as debtor and Bank of America, N.A., as Agent.
9. UCC Financing Statement No. 60371500 filed on January 31, 2006, with the Delaware Department of State naming Aspen Pet Products, Inc. as debtor and Bank of America, N.A., as Term Loan B Agent.
10. UCC Financing Statement No. 33438424 filed on December 31, 2003, with the Delaware Department of State naming D Manufacturing Holdings, LLC as debtor and Bank of America, N.A., as Agent and Term Loan B Agent, as secured party.
11. UCC Financing Statement No. 2008 1968419 filed on June 9, 2008, with the Delaware Department of State naming D Manufacturing Holdings, LLC as debtor and Bank of America, N.A., as Agent, as secured party.



12. UCC Financing Statement No. 2008 1983707 filed on June 10, 2008, with the Delaware Department of State naming D Manufacturing Holdings, LLC as debtor and Bank of America, N.A., as Term Loan B Agent, as secured party.
13. UCC Financing Statement No. 33438440 filed on December 31, 2003, with the Delaware Department of State naming Westar Capital II, LLC as debtor and Bank of America, N.A., as Agent and Term Loan B Agent, as secured party.
14. UCC Financing Statement No. 2008 1968435 filed on June 9, 2008, with the Delaware Department of State naming Westar Capital II, LLC as debtor and Bank of America, N.A., as Agent, as secured party.
15. UCC Financing Statement No. 2008 1968500 filed on June 9, 2008, with the Delaware Department of State naming Westar Capital II, LLC as debtor and Bank of America, N.A., as Term Loan B Agent, as secured party.