## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wetnoz Products USA, LLC		110/19/2011	LIMITED LIABILITY COMPANY: TEXAS

## **RECEIVING PARTY DATA**

Name:	Doskocil Manufacturing Company, Inc.
Doing Business As:	DBA Petmate
Street Address:	P.O. Box 1246
City:	Arlington
State/Country:	TEXAS
Postal Code:	76004
Entity Type:	CORPORATION: TEXAS

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3973701	WETNOZ

### **CORRESPONDENCE DATA**

Fax Number: (412)288-3063

Email: chughes@reedsmith.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Clay P. Hughes Address Line 1: 225 Fifth Ave.

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	C. HUGHES; SEE 11/3 EMAIL
NAME OF SUBMITTER:	Clay P. Hughes
Signature:	/Clay P. Hughes/
Signature:	/Clay P. Hughes/

**TRADEMARK REEL: 004654 FRAME: 0177** 

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Date:	11/03/2011
Total Attachments: 4 source=doskocil trademark assignment (11.1.11)#page1.tif source=doskocil trademark assignment (11.1.11)#page2.tif source=doskocil trademark assignment (11.1.11)#page3.tif source=doskocil trademark assignment (11.1.11)#page4.tif	

TRADEMARK
REEL: 004654 FRAME: 0178

### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is entered into between Doskocil Manufacturing Company, Inc. (d/b/a Petmate), a Texas corporation (the "Company"), and Wetnoz Products USA, LLC, a Texas limited liability company ("Assignor"), this October 19, 2011. Terms used but not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Purchaser and Seller are parties to that certain Sale and Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Purchaser and Seller, pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser has agreed to purchase and acquire from Seller, all of Seller's right, title and interest in and to any and all of Seller's intellectual property as used by Seller in the Business.

NOW, THEREFORE, in consideration of the foregoing and of the premises and the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Assignor does hereby sell, assign, convey, transfer, and deliver, and hereby agrees to assign, unto Assignee, its successors, assigns, and legal representatives, the full and exclusive right, title, and interest to all intellectual property owned by Assignor as of the execution date of this Assignment, including, without limitation: (i) to the extent of any, if any, the registered trademarks listed on **Exhibit A** (provided that with respect to U.S. Trademark Registration No. 3,185,620, such assignment shall be solely to the extent of Seller's rights to such registered trademark, if any), (ii) all other registered and unregistered trademarks, trade dress, service marks, logos, trade names, corporate names, other indicia of source of origin, and all applications to register the same used by Seller in the Business, if any; (iii) US Patent No. 6,619,230 (entitled "Integrated Scoop Apparatus and Method"); (iv) any telephone numbers, fax numbers, email addresses and the website for the Business (including, but not limited to, the URL domain name and all variations of the domain name, the website hosting service rights, data files of the website, website licenses, advertising rights and all third party rights of the website) (collectively, "Intellectual Property"), together with all accrued rights of action, royalties, or damages for any past or existing infringement or misappropriation of any such rights, in the United States and all foreign countries, to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment and sale not been made.

Assignor shall provide Assignee with reasonable assistance and cooperation for the full utilization of the Intellectual Property, including, without limitation, the executing of any declarations, oaths, documents, assignments, and other instruments reasonably necessary or desirable to carry out the purposes or intent of this Assignment and providing information reasonably necessary or desirable regarding inventions and works.

At any time and from time to time after the date hereof, at the request of the Assignee, the Assignor will execute and deliver such other instruments of transfer, and provide testimony by

TRADEMARK REEL: 004654 FRAME: 0179

affidavit or other appropriate means, and take such other action as the Assignee may reasonably request to transfer to the Assignee, and to confirm the Assignee's title to or interest in, the Intellectual Property, and consummate the other transactions contemplated hereby.

This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

\* \* \* [Signatures Follow] \* \* \*

IN WITNESS WHEREOF, the parties hereto have has executed this Intellectual Property Assignment by their duly authorized officers as of the day first set forth above.

# ASSIGNOR:

WETNOZ PRODUCTS USA, LLC

Name: Rox B. Covert

Title: Secretary/Treasurer

ASSIGNEE:

DOSKOCIL MANUFACTURING COMPANY, INC. (d/b/a PETMATE)

A:1 21:

Name: Madhusudan Dewan

Title: Chief Financial Officer

TRADEMARK
REEL: 004654 FRAME: 0181

## **EXHIBIT A**

# REGISTERED TRADEMARKS

WETNOZ – U.S. Trademark Registration No. 3,973,701

Stylized Animal Nose Print – U.S. Trademark Registration No. 3,185,620

TRADEMARK REEL: 004654 FRAME: 0182

**RECORDED: 11/03/2011**