

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4424385

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST 012983/0099	
CONVEYING PARTY DATA		
Name		Execution Date
BANK OF AMERICA		01/21/2011
RECEIVING PARTY DATA		
Name:	DOSKOCIL MANUFACTURING COMPANY, INC.	
Street Address:	2300 E RANDOL MILL RD.	
City:	ARLINGTON	
State/Country:	TEXAS	
Postal Code:	76011	
PROPERTY NUMBERS Total: 81		
Property Type	Number	
Patent Number:	6196157	
Patent Number:	6192834	
Patent Number:	5964189	
Patent Number:	5791293	
Patent Number:	5782202	
Patent Number:	5551375	
Patent Number:	5499850	
Patent Number:	5462015	
Patent Number:	5071176	
Patent Number:	5016926	
Patent Number:	4962729	
Patent Number:	4930819	
Patent Number:	4576307	
Patent Number:	4513688	
Patent Number:	4522150	
Patent Number:	D435147	
Patent Number:	D422754	
Patent Number:	D420470	
Patent Number:	D406926	
Patent Number:	D406924	

PATENT

Property Type	Number
Patent Number:	D377863
Patent Number:	D374510
Patent Number:	D369702
Patent Number:	D368636
Patent Number:	D367976
Patent Number:	D367787
Patent Number:	D367735
Patent Number:	D367734
Patent Number:	D367733
Patent Number:	D367732
Patent Number:	D367380
Patent Number:	D366736
Patent Number:	D364942
Patent Number:	D364712
Patent Number:	D362556
Patent Number:	D361903
Patent Number:	D361902
Patent Number:	D361876
Patent Number:	D361175
Patent Number:	D360709
Patent Number:	D360537
Patent Number:	D359130
Patent Number:	D358255
Patent Number:	D358254
Patent Number:	D355057
Patent Number:	D353048
Patent Number:	D353029
Patent Number:	D351689
Patent Number:	D351688
Patent Number:	D350842
Patent Number:	D350841
Patent Number:	D349980
Patent Number:	D349402
Patent Number:	D347497
Patent Number:	D347322
Patent Number:	D346246
Patent Number:	D341449
Patent Number:	D338284

Property Type	Number
Patent Number:	D336984
Patent Number:	D335765
Patent Number:	D335764
Patent Number:	D335554
Patent Number:	D335553
Patent Number:	D330098
Patent Number:	D328162
Patent Number:	D327341
Patent Number:	D327340
Patent Number:	D326740
Patent Number:	D320113
Patent Number:	D314251
Patent Number:	D313489
Patent Number:	D313488
Patent Number:	D313487
Patent Number:	D313486
Patent Number:	D312333
Patent Number:	D308429
Patent Number:	D300968
Patent Number:	D300967
Patent Number:	D300966
Patent Number:	D300965
Patent Number:	D300583

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

NAME OF SUBMITTER:	DANIEL HWANG
SIGNATURE:	/Daniel Hwang/
DATE SIGNED:	05/22/2017

Total Attachments: 7

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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.