

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102133919

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Doskocil Manufacturing Company, Inc.

06/20/02

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_  
Texas
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 21, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 901 Main Street, 66th Floor

City: Dallas State: Texas Zip: 75202

- Individual(s) citizenship \_\_\_\_\_
- Association National Banking Association
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
76/267810

B. Trademark Registration No.(s)  
2510384

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: S. Roxanne Edwards

Internal Address: \_\_\_\_\_

Street Address: 1201 Main Street, P.O. Box 50784

City: Dallas State: Texas Zip: 75250

6. Total number of applications and registrations involved: \_\_\_\_\_

23

7. Total fee (37 CFR 3.41).....\$ 590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Winstead- 23-2426

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

S. Roxanne Edwards

Name of Person Signing

*S. Roxanne Edwards*  
Signature

6/14/02  
Date

Total number of pages including cover sheet, attachments, and document: 40

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/24/2002 DBYRNE 00000225 76267810

01 FC:481  
02 FC:482 DALLAS\_1\3661455\1  
06/05/02  
9766-839

40.00 OP  
550.00 OP

**U.S. TRADEMARK REGISTRATION**

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
CRYSTAL FREST	2,513,272
A STRONG CASE FOR QUALITY	2,442,159
PETPORT	2,426,554
BECAUSE SOMETIMES IT'S ROUGH ON THE WAY TO THE COURSE	2,407,856
FOUR SEASONS CLASSIC	2,389,170
HAPPIER PETS BY DESIGN	2,369,256
DESIGN	2,369,255
PETMATE	2,368,076
K9 KABIN	2,365,765
DESIGN	2,353,122
PEEK 'N PLAY	2,208,976
PEEK 'N PLAY	2,208,975
AVIATOR	2,273,490
CRITTER CORRAL	2,214,330
CRASH PAD	2,201,400
DESIGN	2,358,751
CAT TEE PEE	1,665,060

(CONTINUED ON NEXT PAGE)

U.S. TRADEMARK APPLICATIONS

MARK

APPLICATION/  
SERIAL NUMBER

DOMEHOME

76/227,469

FRESH FLOW

76/267,807

PET PORTER

76/222,936

PET TAXI

76/222,935

DALLAS\_1\3658669\1  
9766-839 06/05/2002

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AMENDED AND RESTATED INTELLECTUAL  
PROPERTY SECURITY AGREEMENT AND ASSIGNMENT

Between

DOSKOCIL MANUFACTURING COMPANY, INC.  
as Debtor

and

BANK OF AMERICA, N.A.  
Administrative Agent

December 21, 2001

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AMENDED AND RESTATED INTELLECTUAL  
PROPERTY SECURITY AGREEMENT AND ASSIGNMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT (this "Agreement"), dated as of December 21, 2001, between Doscocil Manufacturing Company, Inc., a Texas corporation ("Debtor"), and Bank of America, N.A., a national banking association, as Administrative Agent ("Administrative Agent"), for itself and each other lender a party to the Credit Agreement described below (the Administrative Agent and each such Lender being hereinafter referred to individually as a "Secured Party" and collectively, "Secured Parties").

RECITALS

(1) Administrative Agent, Debtor, and Secured Parties entered into the Amended and Restated Credit Agreement dated as of December 21, 2001 (as the same may hereafter be supplemented, amended, modified and restated from time to time, being the "Credit Agreement"; capitalized terms not otherwise defined herein being used as defined therein).

(2) To provide collateral security for payment of certain obligations of Debtor under the Existing Credit Agreement and the other Loan Documents, Debtor and Administrative Agent entered into that certain Intellectual Property Security Agreement and Assignment, dated as of September 19, 1997, as supplemented by that certain Intellectual Property Security Agreement and Assignment Supplement No. 1, dated as of May 11, 2001 (as supplemented, the "Existing IP Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in certain intellectual property of Debtor.

(3) It is the intention of the parties hereto that this Agreement create a first priority security interest in certain collateral of Debtor securing the payment of the Obligations set forth in Section 1.02 hereof, subject to only Permitted Liens.

(4) It is a condition precedent to the effectiveness of the Credit Agreement that Debtor shall have executed and delivered this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to, among other things, make Advances under the Credit Agreement, Debtor hereby agrees with Administrative Agent for its benefit and the ratable benefit of the other Secured Parties as hereinafter set forth.

I. GRANT OF SECURITY INTEREST

1.01. Assignment and Grant of Security Interest. Debtor hereby assigns to, and pledges and grants to Administrative Agent for its benefit and the ratable benefit of Secured Parties a security interest in, the entire right, title and interest of Debtor, in and to the Collateral.

1.02. Security for Obligations. This Agreement creates a first priority security interest subject only to Permitted Liens, securing the payment and performance of the Obligations. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor and each other Obligor to Administrative Agent or any Secured Party under any Loan Document, but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding under any Debtor Relief Law involving Debtor or any other Obligor (including all such amounts which would become due or would be secured but for the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding of Debtor or any other Obligor under any Debtor Relief Law). Notwithstanding anything herein to the contrary, the Obligations secured hereby shall be limited to an aggregate amount which is equal to the largest amount that would not render the Lien granted herein subject to avoidance under Section 548 of the Bankruptcy Code or any applicable provisions of comparable state law.

1.03. Validity and Priority of Security Interest. Debtor agrees that the Security Interest shall at all times be valid, perfected (except as to foreign registrations of intellectual property), continuing and binding and enforceable against Debtor and all other Persons (subject to clauses (i) and (ii) of Section 3.02 hereof), in accordance with the terms hereof, as security for the Obligations, and that the Collateral shall not at any time be subject to any Lien, except Permitted Liens.

1.04. Maintenance of Status of Security Interest, Collateral and Rights.

(a) Required Action. Debtor shall take all action that may be necessary or that Administrative Agent may reasonably request, so as at all times (i) to maintain the validity, perfection, enforceability and priority of the Security Interest in the Collateral in conformity with the requirements of Section 1.03, and (ii) to protect and preserve, and to enable the exercise or enforcement of, the rights of Administrative Agent hereunder, including (A) immediately discharging all Liens, except Permitted Liens, and (B) executing and delivering financing or continuation statements, instruments of pledge, notices and instructions in each case in form and substance reasonably satisfactory to Administrative Agent.

(b) Protection of Collateral. Debtor shall protect, preserve, renew and maintain, in each case in a manner consistent with reasonably responsible business and legal practices as determined by Debtor, all rights of Debtor in any material part of the Collateral, including (i) prosecuting such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as Debtor in its reasonable business judgment deems appropriate under the circumstances or (ii) appearing in and defending any action or proceeding that may materially adversely affect Debtor's title to or Administrative Agent's security interest in all or any material part of the Collateral, when such action is in Debtor's reasonable business judgment necessary to protect Debtor's Collateral. Any expenses incurred by Debtor in protecting, preserving, renewing and maintaining the Collateral shall be borne by Debtor. To the maximum extent permitted by Applicable Laws, if an Event of Default shall have occurred and be continuing, Administrative Agent shall have the right, without taking title to any Collateral, to bring suit to enforce any or all Collateral or its Security Interest in any or all of the Collateral, in which event Debtor shall, at the reasonable request of Administrative Agent, do any and all



lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement. All reasonable costs, reasonable expenses and other moneys reasonably advanced by Administrative Agent in connection with the foregoing shall, whether or not there are then outstanding any amounts under the Credit Agreement, be treated as Obligations, but the making of any such advances by Administrative Agent or any other Secured Party shall not relieve Debtor of any default hereunder.

(c) Authorized Action. Administrative Agent is hereby authorized to file one or more financing or continuation statements, amendments thereto and instruments of pledge, notices and instructions without the signature of or in the name of Debtor when permitted by Applicable Law provided that Administrative Agent shall give reasonably prompt notice of any such filings to Debtor. A carbon, photographic or other reproduction of this Agreement or of any financing statement filed in connection with this Agreement shall be sufficient as a financing statement.

(d) Registrations. Debtor shall renew or maintain, as specified in and permitted by any Applicable Law, and shall make any filings necessary to renew or maintain the Registrations referred to in Section 2.04, provided that Debtor shall not be required to renew or maintain any Registration to the extent that the failure to so renew or maintain could not reasonably be expected to have a Material Adverse Effect.

(e) Debtor Remains Obligated; Administrative Agent and Secured Parties Not Obligated. The grant by Debtor to Administrative Agent of the Security Interest shall not relieve Debtor from the performance of any term, covenant, condition or agreement on its part to be performed or observed (including by virtue of the exercise by Administrative Agent of any of its rights hereunder), or from any liability to any Person, under or in respect of any of the Collateral or impose any obligation on Administrative Agent or any Secured Party or impose any liability on Administrative Agent or any Secured Party for any act or omission on the part of Debtor relative thereto.

#### 1.05. Termination.

(a) In the event that the Obligations shall have been finally paid in full and the Commitments shall have terminated, (i) Administrative Agent shall promptly deliver to Debtor a written termination agreement and any other releases reasonably requested by Debtor in appropriate form for filing in the Patent and Trademark Office, or any other Tribunal, foreign or domestic, in which Administrative Agent has made a filing to reflect the Security Interest granted herein, (ii) this Agreement shall terminate and be of no further force and effect (except for this Section 1.05(a) and as provided in Section 1.06(b)), and (iii) all rights to the Collateral shall revert to the Debtor.

(b) Debtor agrees that, if at any time all or any part of any payment theretofore applied by Administrative Agent and Secured Parties to any of the Obligations is or must be rescinded or returned by any Person for any reason whatsoever (including the insolvency, bankruptcy or reorganization of Debtor or any other Person), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Administrative Agent or any Secured Party, and the Security Interest granted hereunder shall continue to be

effective or be reinstated, as the case may be, as to such Obligations, all as though such application by Administrative Agent or any Secured Party had not been made.

1.06. Security Interest Absolute. All rights of Administrative Agent and Secured Parties and the Security Interest granted to Administrative Agent hereunder, and all obligations of Debtor hereunder, shall, to the extent permitted by Laws, be absolute and unconditional, irrespective of

(a) any lack of validity or enforceability of any Loan Documents;

(b) to the extent approved by Debtor, any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations or any other amendment to or waiver of or any consent to departure from any Loan Documents;

(c) any exchange, release or non-perfection of any collateral (including the Collateral or any part thereof), or any release of or amendment to or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Debtor, any other Obligor or any other Person.

## II. REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants as follows:

2.01. Authorization; Enforceability; Required Consents; Absence of Conflicts. Debtor has the corporate power, and has taken all necessary action to authorize it, to execute, deliver and perform this Agreement in accordance with its terms and to execute and deliver all financing statements and other filings contemplated hereby, including those supplementary or additional filings referred to in Section 3.05. This Agreement has been duly executed and delivered by Debtor and is the legal, valid and binding obligation of Debtor, enforceable in accordance with its terms subject to (i) equitable principles generally and (ii) Debtor Relief Laws (insofar as such laws relate to the bankruptcy, insolvency or similar event of Debtor). The execution, delivery and performance in accordance with its terms by Debtor of this Agreement does not and (absent any change in any Applicable Law) will not (a) except for the filing and acceptance of financing statements and continuation statements in connection therewith describing this Agreement and the Collateral, the timely filing of this Agreement with the United States Patent and Trademark Office and acceptance thereof to the extent permitted by Applicable Law and those supplementary or additional filings referred to in Section 3.05, require any Governmental Approval or any other consent or approval, including any consent or approval of any shareholder of Debtor, (b) violate or conflict with its organizational documents, or (c) violate or conflict with, result in a breach of, constitute a default under, or result in or require the creation of any Lien (other than the Security Interest) upon any assets of Debtor under any contract or agreement or Applicable Laws the result of which could reasonably be expected to have a Material Adverse Effect.

2.02. Rights of Debtor. Debtor is the legal and beneficial owner of the Collateral free and clear of any Lien or other charge or encumbrance, including, without limitation, pledges,

assignments, licenses, and covenants by Debtor not to sue any Person, except for Permitted Liens, and by any license entered into in the ordinary course of business. No effective financing statement or other instrument similar in effect naming Debtor as "debtor" covering all or any part of the Collateral is on file in any recording office, except such as may relate to Permitted Liens.

2.03. Perfection. This Agreement, upon completion of the filings referred to in Schedule 1A of the General Security Agreement, will create in favor of Administrative Agent valid and perfected security interests in the Collateral and such security interests will be a first priority security interest, subject only to Permitted Liens; provided that additional actions may be required with respect to the perfection of proceeds of the Collateral.

2.04. Registrations. Annexes A-1, A-2, B-1 and B-2, as applicable, set forth a true and complete list of all Registrations in the United States Patent and Trademark Office and related state filings owned by Debtor as of the date hereof.

2.05. Other Property. On the date hereof, Debtor has no interest in any Copyrights that is material to operation of Debtor's existing and anticipated business and that are registered or subject to any application for registration and Debtor does not believe, after appropriate review of all relevant facts and circumstances, that any registration or filing with respect to any interest Debtor may have in any property which may constitute Copyrights is material to the operation of Debtor's existing and anticipated business.

### III. COVENANTS

3.01. Chief Executive Office. Debtor shall maintain its chief executive office and the office where the books and records relating to the Collateral are kept only at the location specified on Schedule 1 of the General Security Agreement.

3.02. Preservation of Existence and Preservation of Enforceability. Debtor shall, so long as any of the Obligations remain outstanding, take all reasonable action and obtain all consents and Government Approvals reasonably required so that its obligations under this Agreement will at all times be legal, valid and binding and enforceable in accordance with its terms, subject to (i) equitable principles generally and (ii) Debtor Relief Laws (insofar as such laws relate to the bankruptcy, insolvency or similar event of Debtor).

3.03. Requested Information. Debtor shall furnish to Administrative Agent such Information with respect to the Collateral as Administrative Agent may reasonably request from time to time in connection with the Collateral, or the protection, preservation, maintenance or enforcement of the Security Interest or the Collateral, including, without limitation, all documents and things in Debtor's possession, or subject to its demand for possession, related to the production and sale by Debtor, or any Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of Debtor in connection with the Collateral, including by way of example, without limiting the interest granted by this Agreement: (i) all lists and ancillary documents which identify and describe any of Debtor's customers, or licensees, for products sold or services rendered under or in connection with the Collateral, including without limitation, such existing lists and ancillary documents which contain each customer's full name and address, the full name and address of all of its warehouses and

branches, the identity of the Person or Persons having the principal responsibility on each customer's behalf for ordering products or services of the kind supplied by Debtor, the credit, payment, discount, delivery and other sale terms applicable to such customer, together with detailed information setting forth the total purchases, by brand, product, style and size, and the patterns of such purchases; (ii) all product and service specification documents and production and quality of services sold under or in connection with the Collateral; (iii) all documents which reveal the names and addresses of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production or products or provision of services, sold under or in connection with the Collateral; and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by Debtor, licensees or subcontractors of products or services sold under or in connection with the Collateral, including, by way of example and not in limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products or services. In connection with its enforcement of the Security Interest, Administrative Agent may use such Information or transfer it to any assignee or sublicensee permitted hereunder for such assignee's or sublicensee's use (subject to Section 11.14 of the Credit Agreement).

3.04. No Disposition of Collateral. Except to the extent permitted by the Credit Agreement, Debtor shall not sell, transfer or otherwise dispose of any of the Collateral or any interest therein that is material to Debtor's business, or grant any license thereunder, except for licenses granted or other dispositions in the ordinary course of business.

3.05. Additional Property. Prior to the application for, use or acquisition or any interest in any Registration which is within the definition of "Collateral" or modification, reformulation or other alteration to any Registration that is material to Debtor's business, Debtor shall execute and deliver to Administrative Agent all documents and instruments Administrative Agent may reasonably require to grant to Administrative Agent a perfected first priority Lien therein (subject only to Permitted Liens) and to subject to all of such interest to this Agreement, including but not limited to any new, supplementary or additional filings.

#### IV. EVENT OF DEFAULT

If an Event of Default shall have occurred and be continuing:

4.01. Application of Proceeds. All cash proceeds received by Administrative Agent upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied as follows:

First: To the payment of all reasonable out-of-pocket costs and expenses incurred in connection with the sale of, collection of or other realization upon Collateral, including reasonable attorneys' fees and disbursements;

Second: To the payment of the Obligations as provided in the Credit Agreement (with Debtor remaining liable for any deficiency); and

Third: To the extent of the balance (if any) of such proceeds, to the payment to Debtor or other Person entitled thereto.

#### 4.02. Remedies.

(a) If an Event of Default has occurred and is continuing, Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Texas at that time (the "UCC") (whether or not the Uniform Commercial Code applies to the affected Collateral), and also may (i) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Administrative Agent forthwith, assemble all or part of the Collateral (to the extent capable of being assembled) as directed by Administrative Agent and make it available to Administrative Agent at a place to be designated by Administrative Agent, which is reasonably convenient to both parties or (ii) without notice, except as specified below, sell the Collateral or any portion thereof in one or more parcels at public or private sale, at any of Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Administrative Agent may deem commercially reasonable. Debtor agrees that, to the extent notice of sale shall be required by Applicable Law, ten days' written notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification, provided that ten (10) days' written notice does not violate any Applicable Law. Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Administrative Agent may be the purchaser at any sale of the Collateral and pay all or any part of the purchase price thereof by canceling part or all of the Obligations.

(b) If an Event of Default has occurred and is continuing, Administrative Agent may obtain the appointment of a receiver of the Collateral.

(c) If an Event of Default has occurred and is continuing, Administrative Agent may without notice to Debtor and at such time or times as Administrative Agent in its sole discretion may determine, exercise any or all of Debtor's rights in, to and under, or in any way connected with or related to, any or all of the Collateral, including (i) enforcing the performance of, and exercising any or all of Debtor's rights with respect to the Collateral, in each case by legal proceedings or otherwise and (ii) settling, adjusting, compromising, extending, renewing, discharging and releasing any or all of, and any legal proceedings brought with respect to any or all of, Debtor's rights with respect to the Collateral.

(d) If an Event of Default has occurred and is continuing, Administrative Agent may exercise any other right or remedy available under any other Loan Document or Applicable Law.

(e) Upon written demand of Administrative Agent, Debtor shall execute and deliver to Administrative Agent a Collateral assignment or Collateral assignments of the Collateral and such other documents as are reasonably necessary and appropriate to carry out the intent and purposes of this Agreement. Debtor agrees that such an assignment and/or recording shall be applied to reduce the Obligations outstanding only to the extent that Administrative Agent or any Lenders receives cash proceeds in respect of the sale of, or realization upon, the Collateral.

(f) For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 4.02 at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, Debtor hereby grants to the Administrative Agent, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, assign, license or sublicense any of the Collateral now owned or hereafter acquired by Debtor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof.

#### 4.03. Indemnity and Expenses.

(a) **DEBTOR AGREES TO INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) ADMINISTRATIVE AGENT AND EACH OTHER SECURED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), EXPRESSLY INCLUDING SUCH CLAIMS, LOSSES, OR LIABILITIES ARISING OUT OF MERE NEGLIGENCE OF ADMINISTRATIVE AGENT OR ANY SECURED PARTY, EXCEPT CLAIMS, LOSSES OR LIABILITIES ARISING FROM ADMINISTRATIVE AGENT'S OR ANY OTHER SECURED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(b) Debtor will upon demand pay to Administrative Agent the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Administrative Agent hereunder, or (iv) the failure by Debtor to perform or observe any of the provisions hereof.

### V. INTERPRETATION

#### 5.01. Definitional Provision.

(a) Certain Terms Defined by Reference. The terms "collateral", "inventory", "rights", and "security interest" shall have the meanings ascribed thereto in the UCC, or, when capitalized, the meanings specified in subsection (b) below.

(b) Other Defined Terms. For purposes of this Agreement:

"Agreement" means this Agreement, including all schedules, annexes and exhibits hereto as amended, modified, supplemented or restated from time to time.

"Collateral" means Debtor's rights, title and interests, (whatever they may be) in each of the following, in each case whether now or hereafter existing or now owned or hereafter acquired by Debtor and whether or not the same is subject to Article 9 of the UCC, and wherever the same may be located:



(ii) Whenever the context so requires, the neuter gender includes the masculine or feminine, the masculine gender includes the feminine, and the singular number includes the plural, and vice versa.

(iii) Except as otherwise indicated, any reference herein to the "Collateral", the "Obligations" or any other collective or plural term shall be deemed to be a reference to each and every item included within the category described by such collective or plural term, so that a reference to the "Collateral" or the "Obligations" shall be deemed a reference to any or all of the Collateral or the Obligations, as the case may be.

(iv) Capitalized Terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined in the Credit Agreement shall control (provided, that a more expansive or explanatory definition shall not be deemed a conflict).

5.02. Power of Attorney. Each power of attorney, license and other authorization in favor of Administrative Agent or any other Person granted by or pursuant to this Agreement shall be deemed to be irrevocable and coupled with an interest and may be exercised or used if an Event of Default has occurred and is continuing.

## VI. MISCELLANEOUS

6.01. Expenses of Debtor's Agreements and Duties. Administrative Agent and Secured Parties shall not be liable for the costs and expenses of Debtor arising out of Debtor's performance or observance of the terms, conditions, covenants and agreements to be observed or performed by Debtor under this Agreement.

6.02. Administrative Agent's Right to Perform on Debtor's Behalf. If Debtor shall fail to observe or perform any of the terms, conditions, covenants and agreements to be observed or performed by it under this Agreement, Secured Party may (but shall not be obligated to) do the same or cause it to be done or performed or observed, either in its name or in the name and on behalf of Debtor, and if an Event of Default shall exist, then Debtor hereby authorizes Secured Party to do so, and Debtor hereby appoints the Secured Party, and any other Person Secured Party may designate, as Debtor's attorney-in-fact (exercisable from and after the occurrence of an Event of Default which is continuing) to do, or cause to be done, in the name, place and stead of Debtor in any way in which Debtor itself could do, or cause to be done, any or all things necessary to observe or perform the terms, conditions, covenants and agreements to be observed or performed by Debtor under this Agreement. In addition, Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact (exercisable from and after the occurrence of an Event of Default which is continuing) to execute and deliver in Debtor's name and stead to any purchaser at any sale held under Section 4.02 hereof any and all documents and instruments of assignment, transfer and conveyance necessary or appropriate to transfer to such purchaser the Collateral sold at such sale. Secured Party shall not exercise any powers granted pursuant to this appointment as attorney-in-fact at any time that Debtor is fully performing its obligations hereunder. This appointment as attorney-in-fact shall terminate upon the termination of this Agreement.



6.03. Administrative Agent's Right to Use Agents. Administrative Agent may exercise its rights under this Agreement through an agent or other designee.

6.04. No Interference, Compensation or Expense. Administrative Agent may exercise its rights under this Agreement (a) without resistance or interference by Debtor and (b) without payment of any royalty, rent, license fee or compensation of any kind to Debtor.

6.05. Limitation of Administrative Agent's Obligations With Respect to Collateral.

(a) Administrative Agent shall not have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto, except to the extent of any gross negligence or willful misconduct of the Administrative Agent or other Secured Parties.

(b) Nothing contained in this Agreement shall be construed as requiring or obligating Administrative Agent, and Administrative Agent shall not be required or obligated, to (i) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (ii) notify Debtor of any decline in the value of any Collateral.

6.06. Rights of Administrative Agent under UCC and Applicable Law. Administrative Agent shall have, with respect to the Collateral, in addition to all of their rights under this Agreement, (a) the rights of a secured party under the UCC, whether or not the UCC would otherwise apply to the collateral in question, and (b) the rights of a secured party under all other Applicable Laws.

6.07. Waivers of Rights Inhibiting Enforcement. To the extent not prohibited by Applicable Law, Debtor waives (a) any claim that, as to any part of the Collateral, a public sale, should Administrative Agent elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for such Collateral, (b) except as otherwise provided in this Agreement, **NOTICE OR JUDICIAL HEARING IN CONNECTION WITH ADMINISTRATIVE AGENT'S DISPOSITION OF ANY OF THE COLLATERAL INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT DEBTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF ADMINISTRATIVE AGENT'S RIGHTS HEREUNDER** and (c) all rights of redemption, appraisalment, or marshalling of assets.

6.08. Notices and Deliveries. All notices and other communications provided for hereunder shall be in writing and mailed, telecopied or delivered by reputable overnight delivery service or by hand, if to the Debtor, addressed to it at its address specified on the signature pages hereof, if to the Administrative Agent, addressed to it at its address specified in the Credit Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 6.08. All such notices and other communications shall, when mailed, telecopied, or delivered, be effective five (5) days after being deposited in the mails, when telecopied with confirmation of

receipt, or when delivered by reputable overnight delivery service or by hand to the addressee or its agent, respectively.

6.09. Rights and Remedies Cumulative. Each of Administrative Agent's rights and remedies under this Agreement shall be in addition to all of its other rights and remedies under this Agreement and Applicable Law, and nothing herein shall be construed as limiting any such rights or remedies.

6.10. Amendments; Waivers. Any term, covenant, agreement or condition of this Agreement may be amended, and any right under this Agreement may be waived, if, but only if, such amendment or waiver is in writing and is signed by Administrative Agent and, in the case of an amendment, by Debtor. Unless otherwise specified in such waiver, a waiver of any right under this Agreement shall be effective only in the specific instance and for the specific purpose for which given. No election not to exercise, failure to exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of the Administrative Agent under this Agreement or Applicable Law, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of Administrative Agent under this Agreement or Applicable Law.

6.11. GOVERNING LAW. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REFERENCE TO PRINCIPALS OF CONFLICTS OF LAWS) AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE REQUIRED TO BE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

6.12. WAIVER OF JURY TRIAL. **ADMINISTRATIVE AGENT AND DEBTOR EACH HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDINGS INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

6.13. Consent to Jurisdiction; Waiver of Immunities.

(a) Debtor hereby irrevocably submits to the non-exclusive jurisdiction of any United States Federal or Texas State courts sitting in Dallas, Texas, in any action or proceeding arising out of or relating to this Agreement, and Debtor hereby irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum.

(b) Nothing in this section shall limit the right of Administrative Agent or any Secured Party to bring any action or proceeding against Debtor or its property in the courts of any other jurisdictions.

(c) Any judicial proceeding by Debtor against Administrative Agent or any Secured Party involving, directly or indirectly, any matter in any way arising out of, related to, or connected with this Agreement shall be brought only in a court in Dallas, Texas to the extent that jurisdiction may be effected against such Person in Dallas, Texas.

6.14. Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. In the event that any change in Applicable Law would render invalid or unenforceable any provision of this Agreement, Debtor agrees to enter into such amendments or modifications to this Agreement to provide Administrative Agent with benefits intended to be granted by such provision.

6.15. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

6.16. Successors and Assigns. All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, Debtor may not assign its rights or obligations under this Agreement without the prior written consent of the Lenders.

6.17. Loan Documents. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

6.18. Obligations Not Affected. To the fullest extent permitted by Applicable Law, the obligations of Debtor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment or modification or addition or supplement to any Loan Documents or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by Administrative Agent or any Secured Party of any right, remedy, power or privilege under or in respect of, or any release of any guaranty or the Collateral or any part thereof provided pursuant to, this Agreement or any other Loan Documents;

(c) any waiver, consent, extension, indulgence or other action or inaction in respect of this Agreement, any other Loan Documents or any assignment or transfer of any thereof; or

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Debtor or any other Person, whether or not Debtor shall have notice or knowledge of any of the foregoing.

6.19. Continuance of Security Interest and Liens; No Novation. The execution, delivery and effectiveness of this Agreement shall not discharge or release the Lien or priority of the Existing IP Security Agreement, any security agreement, pledge agreement or instrument securing the Debtor's obligations for the payment of money outstanding under the Existing Credit Agreement. Nothing herein contained shall be construed as a substitution or novation of the Existing IP Security Agreement or any Collateral Documents (as defined in the Existing Credit Agreement) or the Liens granted thereby, all of which shall continue and remain in full force and effect, except as modified hereby, or by an instrument executed concurrently herewith.


6.20. **ENTIRE AGREEMENT. THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

DEBTOR:

DOSKOCIL MANUFACTURING COMPANY, INC.

By:   
Name: SUSAN RICHMAN  
Title: VICE PRESIDENT

4209 Barnett  
Arlington, Texas 76017  
Telephone No.: (817) 467-5116  
Telecopier No.: (817) 472-9810

Attention: Susan Richman  
Chief Financial Officer

with a copy to:

Westar Capital  
949 South Coast Drive, Suite 650  
Costa Mesa, California 92626  
Telephone No.: (714) 481-5161  
Telecopier No.: (714) 481-5166

Attention: \_\_\_\_\_

SECURED PARTY:

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

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

901 Main Street, 66th Floor  
Dallas, Texas 75202  
Telephone No.: (214) 209-0955  
Telecopier No.: (214) 290-8314

Attention: John W. Woodiel, III

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

DEBTOR:

DOSKOCIL MANUFACTURING COMPANY, INC.

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

4209 Barnett  
Arlington, Texas 76017  
Telephone No.: (817) 467-5116  
Telecopier No.: (817) 472-9810

Attention: Susan Richman  
Chief Financial Officer


with a copy to:

Westar Capital  
949 South Coast Drive, Suite 650  
Costa Mesa, California 92626  
Telephone No.: (714) 481-5161  
Telecopier No.: (714) 481-5166

Attention: \_\_\_\_\_

SECURED PARTY:

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

By:   
Name: JOHN W. WOODIEL III  
Title: MANAGING DIRECTOR

901 Main Street, 66th Floor  
Dallas, Texas 75202  
Telephone No.: (214) 209-0955  
Telecopier No.: (214) 290-8314

Attention: John W. Woodiel, III

## Annex A-1

Patents

<u>Nature of Interest</u> (e.g. owner, licensee)	<u>Patent No.</u>	<u>Issue Date</u>	<u>Country of Issue</u>
Doskocil	6,196,157	03/06/01	United States
Doskocil	6,192,834	02/27/01	United States
Doskocil	5,964,189	10/12/99	United States
Doskocil	5,791,293	08/11/98	United States
Doskocil	5,782,202	07/21/98	United States
Doskocil	5,551,375	09/03/96	United States
Doskocil	5,499,850	03/19/96	United States
Doskocil	5,462,015	10/30/95	United States
Doskocil	5,071,176	12/10/91	United States
Doskocil	5,016,926	05/21/91	United States
Doskocil	4,962,729	10/16/90	United States
Doskocil	4,930,819	06/05/90	United States
Doskocil	4,576,307	03/18/86	United States
Doskocil	4,513,688	04/30/85	United States
Gershman, Leonard	4,522,150	06/11/85	United States
Doskocil	D435,147	12/12/00	United States
Doskocil	D422,754	04/11/00	United States
Doskocil	D420,470	02/08/00	United States
Doskocil	D406,926	03/16/99	United States
Doskocil	D406,924	03/16/99	United States
Doskocil	D377,863	02/11/97	United States
Doskocil	D374,510	10/08/96	United States
Doskocil	D369,702	05/14/96	United States
Doskocil	D368,636	04/09/96	United States
Doskocil	D367,976	03/19/96	United States
Doskocil	D367,787	03/12/96	United States
Doskocil	D367,735	03/05/96	United States
Doskocil	D367,734	03/05/96	United States
Doskocil	D367,733	03/05/96	United States
Doskocil	D367,732	03/05/96	United States
Doskocil	D367,380	02/27/96	United States
Doskocil	D366,736	01/30/96	United States

Doskocil	D364,942	12/05/95	United States
Doskocil	D364,712	11/28/95	United States
Doskocil	D362,556	09/26/95	United States
Doskocil	D361,903	09/05/95	United States
Doskocil	D361,902	09/05/95	United States
Doskocil	D361,876	08/29/95	United States
Doskocil	D361,175	08/08/95	United States
Doskocil	D360,709	07/25/95	United States
Doskocil	D360,537	07/25/95	United States
Doskocil	D359,130	07/25/95	United States
Doskocil	D358,255	05/16/95	United States
Doskocil	D358,254	05/16/95	United States
Doskocil	D355,057	01/31/95	United States
Doskocil	D353,048	12/06/94	United States
Doskocil	D353,029	11/29/94	United States
Doskocil	D351,689	10/18/94	United States
Doskocil	D351,688	10/18/94	United States
Doskocil	D350,842	09/20/94	United States
Doskocil	D350,841	09/20/94	United States
International Business Machines, Inc.	D349,980	08/23/94	United States
Doskocil	D349,402	08/09/94	United States
Doskocil	D347,497	05/31/94	United States
Doskocil	D347,322	05/31/94	United States
Doskocil	D346,246	04/19/94	United States
Doskocil	D341,449	11/16/93	United States
Doskocil	D338,284	08/10/93	United States
Doskocil	D336,984	07/06/93	United States
Doskocil	D335,765	05/25/93	United States
Doskocil	D335,764	05/25/93	United States
Doskocil	D335,554	05/11/93	United States
Doskocil	D335,553	05/11/93	United States
Doskocil	D330,098	10/06/92	United States
Doskocil	D328,162	07/21/92	United States
Doskocil	D327,341	06/23/92	United States
Doskocil	D327,340	06/23/92	United States
Doskocil	D326,740	06/23/92	United States
Doskocil	D320,113	09/24/91	United States
Doskocil	D314,251	01/29/91	United States



Doskocil	D313,489	01/01/91	United States
Doskocil	D313,488	01/01/91	United States
Doskocil	D313,487	01/01/91	United States
Doskocil	D313,486	01/01/91	United States
Doskocil	D312,333	11/20/90	United States
Doskocil	D308,429	06/05/90	United States
Doskocil	D300,968	05/02/89	United States
Doskocil	D300,967	05/02/89	United States
Doskocil	D300,966	05/02/89	United States
Doskocil	D300,965	05/02/89	United States
Doskocil	D300,583	04/11/89	United States

## Annex A-2

Patent Applications

<u>Nature of Interest</u> (e.g. owner, licensee)	<u>Serial</u> <u>No.</u>	<u>Filing Date</u>	<u>Country of</u> <u>Issue</u>
Doskocil	09/643,543	08/22/00	United States
Doskocil	09/874,491	06/05/01	United States
Doskocil	--		Europe
Doskocil	--		Japan
Doskocil	09/874,590	06/05/01	United States
Doskocil	--		Europe
Doskocil	--		Japan
Doskocil	09/973,307	10/09/01	United States
Doskocil	29/142,924		United States
Doskocil	--		Benelux
Doskocil	016597		France
Doskocil	40110002.2		Germany
Doskocil	RM01/000277		Italy
Doskocil	--		Japan
Doskocil	--		Portugal
Doskocil	--		Spain
Doskocil	29/142,961		United States
Doskocil	--		Benelux
Doskocil	016596		France
Doskocil	40110003.0		Germany
Doskocil	RM01/000278		Italy
Doskocil	--		Japan
Doskocil	--		Portugal
Doskocil	--		Spain
Doskocil	29/142,922		United States
Doskocil	--		Benelux
Doskocil	016598		France
Doskocil	40110001.4		Germany
Doskocil	RM01/000276		Italy
Doskocil	--		Japan
Doskocil	--		Portugal
Doskocil	--		Spain

Registered Trademarks

<u>Nature of Interest of (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date Registered</u>	<u>Country Of Reg.</u>
Doskocil	Kennel Up	2,510,384	20	Pet kennels	11/20/01	United States
	Crystal Fresh	2,513,272	31	Cat litter	11/27/01	United States
	Catloo	2,092,318	28	Cat litter boxes	08/26/97	United States
	A Strong Case for Quality	2,442,159	13	Storage cases for firearms	04/10/01	United States
	Petport	2,426,554	19	Non-metal access doors for pets	02/06/01	United States
	Because Sometimes It's Rough on the Way to the Course	2,407,856	28	Storage and travel case for golf bag	11/28/00	United States
	Four Seasons Classic	2,389,170	19	Pet shelters	09/26/00	United States
	Happier Pets By Design	2,369,256	16, 18, 19, 20, 21, & 28	Litter pan accessories; Pet supplies, Pet shelters; Pet Beds, Plastic containers; Pet Toys	07/18/00	United States
	Design	2,369,255	16 18, 19, 20, 21, & 28	Litter pan accessories; Pet supplies, Pet shelters; Pet Beds, Plastic containers; Pet Toys	07/18/00	United States
	Petmate	2,368,076	18, 20, & 21	Pet supplies and accessories; Pet kennels; Pet food scoops and cages	07/18/00	United States
	K9 Kabin	2,365,765	19	Pet shelters	07/11/00	United States
	Design	2,353,122	19	Pet shelters	05/30/00	United States
	Peek 'N Play	2,208,976	28	Pet toys	12/08/98	United States
	Peek 'N Paw	2,208,975	28	Pet toys	12/08/98	United States

<u>Nature of Interest of (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date Registered</u>	<u>Country Of Reg.</u>
	Aviator	2,273,490	18	Pet shelter	08/31/99	United States
	Critter Corral	2,214,330	20	Pet beds	12/29/98	United States
	Crash Pad	2,201,400	20	Pet beds	11/03/98	United States
	Spectraglide	2,238,115	1	Synthetic resins	04/13/99	United States
	Spectracool	2,225,082	1	Synthetic resins	02/23/99	United States
	Le Bristo	2,187,256	21	Pet food and water dishes	09/08/98	United States
	Homestead	2,145,448	19	Pet shelters	03/17/98	United States
	Woodstone Manor	2,131,342	19	Pet shelters	01/20/98	United States
	Hang-n-Hide	2,046,835	13	Gun cases	03/18/97	United States
	Pet Cab	2,109,928	20	Animal kennels	10/28/97	United States
	Pet Escort	2,042,064	20	Animal carriers	03/04/97	United States
	Doskocil	2,110,314	9, 13,16,18, 20, 21 & 28	Storage reel for electrical cords; Storage cases for firearms; Litter pan accessories; Pet Carriers; Pet shelters; Plastic containers; Fishing Equipment	11/04/97	United States
	Doskocil A Strong Case For Quality & Design	2,019,221	13	Storage cases for firearms	11/26/96	United States
	Doskocil (Stylized)	2,076,979	9	Storage reel for electrical cords, ...	07/08/97	United States
	Bat 'N Bobble	2,046,677	28	Pet toys	03/18/97	United States
	Tip 'N Totter	2,048,354	28	Pet toys	03/25/97	United States
	Aggressor	2,076,360	13	Carrying case for guns	07/01/97	United States
	Bauz'r	1,993,366	19	Pet shelter	08/13/96	United States
	Indigo	2,058,702	19	Pet shelter	05/06/97	United States
	Chew Loo	1,922,233	28	Pet toy	09/26/95	United States
	Design	2,074,208	19	Pet shelter	06/24/97	United States

Nature of Interest of (e.g. owner, licensee)

<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date Registered</u>	<u>Country Of Reg.</u>
Cat-A-Trail	1,877,658	20	Pet shelter	02/07/95	United States
Brik Hauz	1,904,998	19	Pet shelter	07/11/95	United States
Golf Guard	1,891,771	28	Storage and travel case for golf bag	04/25/95	United States
Seal-Tight	1,838,387	9	Camera case	05/31/94	United States
Furrarri	1,842,378	18	Pet shelter	06/28/94	United States
Petmate	2,042,829	16, 19, 20, 21 & 28	Litter pan accessories; Pet shelters; Pet beds; Plastic containers; Pet toys	03/11/97	United States
Design	2,042,828	16, 19, 20, 21 & 28	Litter pan accessories; Pet shelters; Pet beds; Plastic containers; Pet toys	03/11/97	United States
Sleepy Hollow	2,022,604	20	Pet shelters	12/10/96	United States
BarkHouse	2,027,842	19	Pet shelters	12/31/96	United States
Dogwood	2,044,773	19	Pet shelters	03/11/97	United States
Ball A Bout	2,031,072	28	Pet toys	01/14/97	United States
Cat A Ball	2,019,928	28	Pet toys	11/26/96	United States
Design (Pet Toy)	1,987,756	28	Pet toys	07/16/96	United States
Design (Pet Toy)	1,987,755	28	Pet toys	07/16/96	United States
Doskocil	2,065,514	20	Furniture	05/27/97	United States
ATV Field Case Gun	2,025,952	13	Gun cases	12/24/96	United States
Field Locker	1,962,851	13, 28	Firearm cases; Hunting Bow Cases	03/19/96	United States
Design	2,034,161	19	Pet shelters	01/28/97	United States
Doskocil Barnhome	2,057,815	18, 19	Pet cushions; Pet Shelters	04/29/97	United States
Petmate Petbarn	2,067,510	18, 19	Pet cushions; Pet Shelters	06/03/97	United States
Petmate Petdome	1,967,703	18, 19	Pet cushions; Pet Shelters	04/16/96	United States
Courtyard Designs	2,016,720	20	Plastic furniture	11/19/96	United States

<u>Nature of Interest of (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date Registered</u>	<u>Country Of Reg.</u>
	Design	2,358,751	18	Animal carriers	06/13/00	United States
	Design	2,378,211	18	Animal carriers	08/15/00	United States
	Barney	2,012,169	19	Dog houses	10/29/96	United States
	Innovator	1,873,300	19	Pet shelter	01/10/95	United States
	Design (Portable Bed)	1,781,451	20	Pet bed	07/13/93	United States
	Ruff Haulz	1,791,632	19	Dog houses	09/07/93	United States
	Camera Guard	1,779,511	9	Camera cases	06/29/93	United States
	Cat Tee Pee	1,665,060	20	Pet shelter	11/19/91	United States
	Crazy Circle	1,678,128	28	Cat toy	03/03/92	United States
	Snugglyloo	1,730,342	28	Pet bed	11/03/92	United States
	Cat Track	1,675,566	28	Pet toy	02/11/92	United States
	Design	1,637,628	20	Pet shelter	03/12/91	United States
	Petmate and Design	1,629,184	18	Pet accessories	12/25/90	United States
	Petmate and Design	1,629,214	18	Pet accessories	12/25/90	United States
	Petmate and Design	1,629,183	18	Pet accessories	12/25/90	United States
	Petmate and Design	1,638,366	18	Pet accessories	03/29/91	United States
	Petmate and Design	1,629,207	18	Pet accessories	12/25/90	United States
	Design	1,631,630	20	Pet shelters	01/15/91	United States
	Vari Kennel	1,585,672	18	Animal carriers	03/06/90	United States
	Bow Guard	1,537,489	28	Storage cases for archery equipment	05/02/89	United States
	DogLoo	1,526,929	20	Dog houses	02/28/89	United States
	Pet-Mate	1,371,337	21	Storage container and feeding bowl	11/19/85	United States
	Kennel Cab	1,318,126	18	Animal carrier	02/05/85	United States
	Pet Taxi	1,346,155	18	Animal carriers	07/02/85	United States
	Pet Porter	1,305,901	18	Animal carriers	11/20/84	United States

Nature of Interest of (e.g. owner, licensee)

<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date Registered</u>	<u>Country Of Reg.</u>
Cabin Kennel	1,315,778	18	Animal carriers	01/22/85	United States
Gun Guard	1,026,167	13	Carrying case for guns	12/02/75	United States
Sky Kennel	950,176	3	Animal shipping cages	01/09/73	United States
Cat Tee Pee (Design)	11153	36	Pet bed	10/02/91	State - GA
Design	11154	20	Pet bed	10/02/91	State - GA
Cat Tee Pee (Design)	11155	20	Pet bed	10/02/91	State - GA
Design	11156	36	Pet bed	10/02/91	State - GA
Four Seasons Classics	1786987	?	?		Argentina
Pet Mate	1755477	11	Electrical heating pads for pets	10/01/99	Argentina
Pet Mate	1807589	16	Litter pan accessories	10/01/99	Argentina
Pet Mate	1755478	19	Pet shelters	10/01/99	Argentina
Pet Mate	1755479	20	Pet beds, kennels, bedding	10/01/99	Argentina
Pet Mate	1755480	21	Storage container and feeding bowl	10/01/99	Argentina
Pet Mate	1755481	28	Pet toys	10/01/99	Argentina
Domehome	782705	19	Doghouses	03/16/00	Australia
Dogloo	754958	20, 21, 27, & 28	Animal shelter; Animal carriers; Animal rugs; Animal toys;	10/15/98	Australia
Doskocil	708921	9, 13, 16, & 20	Storage reels; Firearm cases; Litter pans; Pet shelters; Plastic containers; Fishing equipment	02/05/98	Australia
K9 Kabin	784650	19	Pet shelters	07/15/99	Australia
Petmate Logo	702179	20 & 21	Pet shelters, ...; Plastic containers, ...;	04/24/97	Australia
Petmate	702178	20 & 21	Pet shelters, ...; Plastic containers ...;	05/18/98	Australia
Ruff Hauz	829771	19	Pet shelters	02/26/01	Australia
Petmate	179,299	11, 16, 18, 19,	Pet pads; Litter pan accessories, Leads, ...; Pet Shelters, ...; Plastic	02/04/98	Austria

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	Petmate	0653652	20, 21, 28 & 31	containers, ...; Pet toys; Litter pans, ...	02/01/00	Benelux
	Dogloo	819997218	21	Pet accessories, furniture, bedding, household utensils, litter pan accessories	09/28/99	Brazil
	Dogloo	456571		Dog houses	04/19/96	Canada
	Aggressor	474319		Carrying case for guns	04/08/97	Canada
	Dri-Loc	490662		Gun cases; utility boxes for household use and sporting goods	03/02/98	Canada
	Golf Guard	457660		Protective storage and travel case for golf bag and its contents	05/24/96	Canada
	Petmate	409575		Pet accessories, ...	03/12/93	Canada
	Cat Track	347131		Cat treadmill	10/28/88	Canada
	Domehome	545390	19	Pet houses		Chile
	Four Seasons Classic	546568	19	Pet houses		Chile
	K9 Kabin	573210	19	Pet houses		Chile
	Petmate	543114	11	Electrical heating pads for pets	02/09/99	Chile
	Petmate	543115	16	Litter pan accessories	02/09/99	Chile
	Petmate	543116	18	Pet accessories	02/09/99	Chile
	Petmate	543117	19	Pet shelters	02/09/99	Chile
	Petmate	543118	20	Pet kennels	02/09/99	Chile
	Petmate	543119	21	Storage container and feeding bowl	02/09/99	Chile
	Petmate	543120	28	Pet toys	02/09/99	Chile
	Design	538681	9, 18, 20, 21 & 28	Automatic food dispensing machines, ...; Blankets, rugs, mats, ...; Bed	02/09/99	CTM



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	Domehome	1039320	19, 20, & 21	carriers, ...; Containers, ...; Animal toys Prefab structures, ...; Pet houses, kennels; Cages	05/05/00	CTM
	Dogloo	538538	9, 18, 20, 21, & 28	Automatic food dispensing machines, ...; Blankets, rugs, mats, ...; Bed carriers, ...; Containers, ...; Animal toys	05/10/00	CTM
	Four Seasons Classic	1065093	19, 20, & 21	refab structures, ...; Pet houses, kennels; Cages	05/11/00	CTM
	Petmate	VR2001 01134	11, 18, 19 & 20	Electrical heating pad for pets; Pet supplies; Pet shelters; Pet Beds, ...	03/07/01	Denmark
	Petmate	215229	11, 16, 18, 19, 21 & 28	Lighting apparatus, ...; Paper, ...; Leather, ...; Building materials, ...; Furniture, ...; Household kitchen, ...; Pet toys	08/31/99	Finland
	Petmate	39834569	11, 16, 18, 19, 20, 21 & 28	Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys	08/04/98	Germany
	Petmate	138233	11, 16, 18, 19, 20, 21 & 28	Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys	04/18/00	Greece
	Petmate	215121	1, 11, 16, 18, 19, 20, 21 & 28	Disposable charcoal filters; Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys	11/23/00	Ireland

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	Petmate	843414	11, 16, 18, 19, 20, 21 & 28	Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys	04/24/01	Italy
	Doskocil & Design	3300794				Japan
	Doskocil & Design	4009634				Japan
	Doskocil & Design	3223868				Japan
	Doskocil & Design	4009633				Japan
	Doskocil A Strong Case For Quality & Design	3223867				Japan
	Doskocil A Strong Case For Quality & Design	4009632				Japan
	Doskocil A Strong Case For Quality & Design	3258359				Japan
	Furrarri	4440083				Japan
	Indigo	4415487				Japan
	Kennel Cab	4136832				Japan
	Kennel Cab	3238645				Japan
	Pet Barn	4415488				Japan
	Pet Mate	4189311	11, 16, 18, 19, 20, 21 & 28	Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys	09/18/98	Japan
	Pet Taxi	2438434				Japan

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	Ruff Hauz	4427639				Japan
	Vari Kennel	4360923				Japan
	Vari Kennel	5364795				Japan
	Vari Kennel	3238644				Japan
	Pet Mate	459260	16, 18, 19, 20, 21 & 28	Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys	11/23/99	Korea
	Doghome	656256				Mexico
	Four Seasons Classic	613794				Mexico
	K9 Kabin	613795				Mexico
	Petmate	590177	11	Electric pads for pets	10/22/98	Mexico
	Petmate	589071	16	Litter pan accessories	09/30/98	Mexico
	Petmate	589178	19	Pet Shelters, ...	10/22/98	Mexico
	Petmate	589104	20	Pet beds, ...	09/30/98	Mexico
	Petmate	641905	21	Plastic containers, ..	02/22/00	Mexico
	Petmate	590179	28	Pet toys	10/22/98	Mexico
	Design	288190	20	Animal shelter	06/02/99	New Zealand
	Dogloo	288189	20	Pet products	06/02/99	New Zealand
	Petmate	293992	11	Electric pads for pets	09/06/99	New Zealand
	Petmate	293993	16	Litter pan accessories	08/10/99	New Zealand
	Petmate	293994	18	Pet supplies, ...	09/06/99	New Zealand
	Petmate	293995	19	Pet shelters	09/06/99	New Zealand
	Petmate	293996	20	Pet furniture	09/06/99	New Zealand
	Petmate	293997	21	Plastic containers, ...	08/10/99	New Zealand
	Petmate	293998	28	Pet toys	09/06/99	New Zealand

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	Dogloo	639706	20	Pet products	awaiting issue date	New Zealand
	Pet mate	331731	11, 18, 19, 20, 21 & 28	Pet heating pads; Litter pan accessories; Pet supplies, ...; Pet beds, ...; Plastic containers, ...; Pet toys	01/04/99	Portugal
	Pet mate	2174120	16	Litter pan accessories, ...	01/20/99	Spain
	Pet mate	2174126	28	Pet toys	01/20/99	Spain
	Pet mate	2174127	31	Food and drink for pets, edible items for pets, products for pet's beds	01/20/99	Spain
	Pet mate	336739	1, 11, 16, 18, 19, 20, 21, 24 & 28	Disposable charcoal filters; Pet heating pads; Litter pan accessories, ...; Pet shelters, ...; Pet beds, ...; Plastic containers, ...; Pet bedding; Pet toys	04/20/00	Sweden
	Pet mate	462316	11, 18, 19, 20, 21, 28 & 31	Pet heating pads; Leashes, ...; Pet shelters, ...; Pet beds, ...; Litter pan accessories; Pet toys; Disposable charcoal filters	06/17/99	Switzerland

Trademark Applications

<u>Owner</u>	<u>Trademark Application relates to following Trademark</u>	<u>Serial No.</u>	<u>Int'l Class Covered</u>	<u>Goods or Services Covered</u>	<u>Date of Application</u>	<u>Country of Application</u>
Doskocil	Kitty Fun Hauz	76/267,810	18	Scratching posts for cats	06/06/01	United States
Doskocil	Domehome	76/227,469	19	Prefab dog houses	03/20/01	United States
Doskocil	Fresh Flow	76/267,807	11	Water purifying fountain for pets	06/06/01	United States
Doskocil	Pet Porter	76/222,936	18	Animal carrier	03/12/01	United States
Doskocil	Pet Taxi	76/222,935	18	Animal carrier	03/12/01	United States
Doskocil	Dri-Loc	75/108,039	20, 28	Utility boxes	05/22/96	United States
Doskocil	Dogloo	2070975	20	Pet Shelters	02/27/97	Argentina
Doskocil	K9 Kabin	2201790	19	Pet Shelters	02/09/99	Argentina
Doskocil	Doskocil	821030078	20, 21	Specific products	11/10/98	Brazil
Doskocil	Petmate	820927880	20, 21	Specific products	07/23/98	Brazil

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Doskocil	Ruff Hauz	821030086	20, 21	Pet accessories	07/23/98	Brazil
Doskocil	Vari Kennel	821030094	21	Animal carrier	11/10/98	Brazil
Doskocil	Igloo Design	0852042	N/A	Pet shelters	07/25/97	Canada
Doskocil	Domehome	1001701	N/A	Pet shelters	01/11/99	Canada
Doskocil	Four Seasons Classic	1006758	N/A	Pet shelters	02/22/99	Canada
Doskocil	K9 Kabin	1006759	N/A	Pet shelters	02/22/99	Canada
Doskocil	Ruff Hauz	1108430	N/A	Pet shelters	07/31/01	Canada
Doskocil	Golf Guard	002251007	28	Protective storage and travel cases for golf bags	06/11/01	European Community Trademark
Doskocil	Le Bistro	001581131	21	Pet feeding dishes	03/29/00	European Community Trademark
Doskocil	Ruff Hauz	002239929	19	Pet shelters	05/31/00	European Community Trademark
Doskocil	Brik Hauz	11-20774	19	Pet shelters	03/08/99	Japan

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Doskocil	Barnhome	11-20772	19	Pet shelters	03/08/99	Japan
Doskocil	Pet Mate	99/01532	11	Electrical heating pads for pets	02/01/99	South Africa
Doskocil	Pet Mate	99/01533	16	Litter pan accessories	02/01/99	South Africa
Doskocil	Pet Mate	99/01534	18	Pet supplies and accessories	02/01/99	South Africa
Doskocil	Pet Mate	99/01535	19	Non-metal prefab pet shelters and doors	02/01/99	South Africa
Doskocil	Pet Mate	99/01536	20	Pet furniture	02/01/99	South Africa
Doskocil	Pet Mate	99/01537	21	Containers, etc.	02/01/99	South Africa
Doskocil	Pet Mate	99/01538	28	Pet toys	02/01/99	South Africa
Doskocil	Pet Porter	99/01539	18	Animal carrier	02/01/99	South Africa
Doskocil	Ruff Hauz	5868	19	Pet shelters	03/29/00	South Africa
Doskocil	Pet Mate	2174119	11	Bedwarmers	07/13/98	Spain
Doskocil	Pet Mate	2174121	18	Leads, collars	07/13/98	Spain

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Doskocil	Pet Mate	2174122	19	Non-metal structures	07/13/98	Spain
Doskocil	Pet Mate	2174123	20	Pet beds, etc.	07/13/98	Spain
Doskocil	Pet Mate	2174124	21	Containers, etc.	07/13/98	Spain
Doskocil	Pet Mate	2174125	24	Pet bedding	07/13/98	Spain
Doskocil	Dogloo	284298	20, 21	Specific products	01/23/96	Uruguay