

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

|                             |                 |                       |                         |
|-----------------------------|-----------------|-----------------------|-------------------------|
| <b>CONVEYING PARTY DATA</b> |                 |                       |                         |
| <b>Name</b>                 | <b>Formerly</b> | <b>Execution Date</b> | <b>Entity Type</b>      |
| J.W. Pet Company            |                 | 12/14/2012            | CORPORATION: NEW JERSEY |

|                             |   |
|-----------------------------|---|
| <b>RECEIVING PARTY DATA</b> |   |
| <b>Name:</b>                | PNC Bank, National Association, as Administrative Agent |
| <b>Street Address:</b>      | 1 North Franklin  |
| <b>Internal Address:</b>    | 29th Floor  |
| <b>City:</b>                | Chicago   |
| <b>State/Country:</b>       | ILLINOIS  |
| <b>Postal Code:</b>         | 60606   |
| <b>Entity Type:</b>         | National Banking Association: UNITED STATES             |

|                                   |               |                  |
|-----------------------------------|---------------|------------------|
| <b>PROPERTY NUMBERS Total: 33</b> |               |                  |
| <b>Property Type</b>              | <b>Number</b> | <b>Word Mark</b> |
| Registration Number:              | 2814228       | ACTIVITOYS       |
| Registration Number:              | 3386136       | ANCHOR BUBBLER   |
| Registration Number:              | 3458976       | ANCHOR STONE     |
| Serial Number:                    | 85372811      | ARACHNOID        |
| Registration Number:              | 3274114       | CATACTION        |
| Registration Number:              | 3972390       | CHOMPION         |
| Serial Number:                    | 85527044      | CRACKLE HEADS    |
| Registration Number:              | 3188146       | CUZ              |
| Registration Number:              | 3103848       | DOGS IN ACTION   |
| Registration Number:              | 2646127       | EASY GROOM       |
| Registration Number:              | 3719033       | FUSION           |
| Registration Number:              | 3600051       | FUSION           |
| Registration Number:              | 2580907       | GRIPSOFT         |

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|                      |          |                                    |
|----------------------|----------|------------------------------------|
| Registration Number: | 2599114  | HOL-EE ROLLER                      |
| Registration Number: | 2867825  | INSIGHT                            |
| Registration Number: | 4061622  | INTELLIGENT IDEAS. HAPPY PETS.     |
| Registration Number: | 3103847  | INVINCIBLE CHAINS                  |
| Registration Number: | 3332384  | ISQUEAK                            |
| Registration Number: | 2808504  | JW                                 |
| Registration Number: | 2808505  | JW                                 |
| Registration Number: | 3552484  | JW                                 |
| Registration Number: | 2201919  | J.W. PET COMPANY                   |
| Registration Number: | 3684239  | MADE FROM SUPER TOUGH MEGALASTOMER |
| Registration Number: | 3684240  | MEGABALL                           |
| Registration Number: | 3684238  | MEGALAST                           |
| Registration Number: | 3406280  | NATURE'S DESIGN                    |
| Serial Number:       | 85552415 | PETVILLE                           |
| Serial Number:       | 85664293 | PROTEN                             |
| Registration Number: | 3206279  | RUFFIANS                           |
| Registration Number: | 2344203  | SKID STOP                          |
| Registration Number: | 3103908  | SPHERICON                          |
| Registration Number: | 3506155  | THE INSIDER                        |
| Registration Number: | 3138745  | TOUGH BY NATURE                    |

**CORRESPONDENCE DATA**

Fax Number: 2127557603  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (212) 326-3939  
Email: NYTEF@JONESDAY.COM  
Correspondent Name: Beth Vogel, Esq.  
Address Line 1: 222 East 41st Street  
Address Line 2: Jones Day  
Address Line 4: New York, NEW YORK 10017

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 879047-121036 |
| NAME OF SUBMITTER:      | Beth Vogel    |
| Signature:              | /Beth Vogel/  |
| Date:                   | 12/18/2012    |

Total Attachments: 7

**TRADEMARK**  
**REEL: 004921 FRAME: 0342**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 14, 2012 ("Agreement"), between J.W. Pet Company, Inc., a New Jersey corporation, (together with its successors and assigns, the "Grantor"), and PNC Bank, National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

(1) This Agreement is made pursuant to the Amended and Restated Credit Agreement, dated as of December 14, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among Dorskocil Manufacturing Company, Inc., a Texas corporation, and all domestic subsidiaries thereof added as a borrower under the Credit Agreement, as the borrowers (in each case, the "Borrower"), Petmate Holdings Co., a Delaware corporation, certain subsidiaries of the Borrower from time to time party thereto, the lenders party thereto and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to an Amended and Restated Pledge and Security Agreement, dated as of December 14, 2012 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

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

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

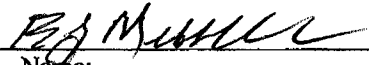
(vi) all reissues, extensions and renewals of any of the foregoing; and

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and any other Grantors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

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

**J.W. PET COMPANY, INC.,** as the Grantor

By:   
Name:  
Title:

Accepted and acknowledged by:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

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

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004921 FRAME: 0346**

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

**J.W. PET COMPANY, INC.**, as the Grantor

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

Accepted and acknowledged by:

**PNC BANK, NATIONAL ASSOCIATION**,  
as Administrative Agent

By: Bradley Byrd  
Name: Bradley Byrd  
Title: MD

Schedule A  
to Trademark Security Agreement

| <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>APP NO</u> | <u>FILING DATE</u> | <u>REG NO</u> | <u>REG DATE</u> | <u>STATUS</u> |
|----------------|------------------|---------------|--------------------|---------------|-----------------|---------------|
| UNITED STATES  | ACTIVITOYS       | 78/160,301    | 9/3/02             | 2,814,228     | 2/10/2004       | Registered    |
| UNITED STATES  | ANCHOR BUBBLER   | 77/125,919    | 3/8/07             | 3,386,136     | 2/19/2008       | Registered    |
| UNITED STATES  | ANCHOR STONE     | 77/125,946    | 3/8/07             | 3,458,976     | 7/1/2008        | Registered    |
| UNITED STATES  | ARACHNOID        | 85/372,811    | 7/15/11            |               |                 | Published     |
| UNITED STATES  | CATACTION        | 77/082,112    | 1/12/07            | 3,274,114     | 8/7/2007        | Registered    |
| UNITED STATES  | CHOMPION         | 77/883,633    | 12/1/09            | 3,972,390     | 6/7/2011        | Registered    |
| UNITED STATES  | CRACKLE HEADS    | 85/527,044    | 1/27/12            |               |                 | Published     |
| UNITED STATES  | CUZ              | 78/606,232    | 4/11/05            | 3,188,146     | 12/19/2006      | Registered    |
| UNITED STATES  | DOGS IN ACTION   | 78/658,090    | 6/24/05            | 3,103,848     | 6/13/2006       | Registered    |
| UNITED STATES  | EASY GROOM       | 75/612,911    | 5/30/07            | 2,646,127     | 11/5/2002       | Registered    |
| UNITED STATES  | FUSION           | 77/193,254    | 5/30/07            | 3,719,033     | 12/1/2009       | Registered    |
| UNITED STATES  | FUSION           | 77/976,577    | 5/17/00            | 3,600,051     | 3/31/2009       | Registered    |
| UNITED STATES  | GRIPSOFT         | 76/050,444    | 11/7/00            | 2,580,907     | 6/18/2002       | Registered    |
| UNITED STATES  | HOL-EE ROLLER    | 76/161,484    | 9/3/02             | 2,599,114     | 7/23/2002       | Registered    |
| UNITED STATES  | INSIGHT          | 78/160,292    | 12/16/05           | 2,867,825     | 7/27/2004       | Registered    |



| <u>COUNTRY</u> | <u>TRADEMARK</u>                     | <u>APP NO</u> | <u>FILING DATE</u> | <u>REG NO</u> | <u>REG DATE</u> | <u>STATUS</u> |
|----------------|--------------------------------------|---------------|--------------------|---------------|-----------------|---------------|
| UNITED STATES  | INSIGHT                              | 78/775,163    | 12/16/05           |               |                 | Abandoned     |
| UNITED STATES  | INTELLIGENT IDEAS. HAPPY PETS.       | 85/975,643    | 7/29/10            | 4,061,622     | 11/22/2011      | Registered    |
| UNITED STATES  | INVINCIBLE CHAINS                    | 78/658,084    | 6/24/05            | 3,103,847     | 6/13/2006       | Registered    |
| UNITED STATES  | ISQUEAK                              | 78/852,750    | 4/3/06             | 3,332,384     | 11/6/2007       | Registered    |
| UNITED STATES  | JW                                   | 78/143,951    | 7/15/02            | 2,808,504     | 1/27/2004       | Registered    |
| UNITED STATES  | JW (AND DESIGN)                      | 78/143,953    | 7/15/02            | 2,808,505     | 1/27/2004       | Registered    |
| UNITED STATES  | JW (and paw print and circle design) | 77/023,957    | 10/18/06           | 3,552,484     | 12/30/2008      | Registered    |
| UNITED STATES  | J.W. PET COMPANY                     | 75/176,344    | 10/31/96           | 2,201,919     | 11/3/1998       | Registered    |
| UNITED STATES  | MADE FROM SUPER TOUGH MEGALASTOMER   | 77/555,620    | 8/26/08            | 3,684,239     | 9/15/2009       | Registered    |
| UNITED STATES  | MEGABALL                             | 77/555,623    | 8/26/08            | 3,684,240     | 9/15/2009       | Registered    |
| UNITED STATES  | MEGALAST                             | 77/555,564    | 8/26/08            | 3,684,238     | 9/15/2009       | Registered    |
| UNITED STATES  | NATURE'S DESIGN                      | 77/125,990    | 3/8/07             | 3,406,280     | 4/1/2008        | Registered    |
| UNITED STATES  | PETVILLE                             | 85/552,415    | 2/24/12            |               |                 | Published     |
| UNITED STATES  | PROTEN                               | 85/664,293    | 6/28/12            |               |                 | Filed         |
| UNITED STATES  | RUFFIANS                             | 78/873,557    | 5/1/06             | 3,206,279     | 2/6/2007        | Registered    |
| UNITED STATES  | SKID STOP                            | 75/606,974    | 12/17/98           | 2,344,203     | 4/18/2000       | Registered    |
| UNITED STATES  | SPHERICON                            | 78/660,101    |                    | 3,103,908     | 6/13/2006       | Registered    |

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|----------------|------------------|---------------|--------------------|---------------|-----------------|---------------|
| UNITED STATES  | THE INSIDER      | 77/215,437    | 6/27/07            | 3,506,155     | 9/23/2008       | Registered    |
| UNITED STATES  | TOUGH BY NATURE  | 78/712,749    |                    | 3,138,745     | 9/5/2006        | Registered    |