

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies):

Dorskocil Manufacturing Company, Inc.

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

Citizenship (see guidelines) USAAdditional names of conveying parties attached?  Yes  No

## 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 1, 2005

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

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  
 NoName: Fleet Capital Corporation, as Agent

Internal

Address: Attn: Dorskocil Acct OfficerStreet Address: 55 S. Lake Ave., Suite 900City: PasadenaState: CACountry: USA                              Zip: 91101

- Association                      Citizenship \_\_\_\_\_  
 General Partnership              Citizenship \_\_\_\_\_  
 Limited Partnership              Citizenship \_\_\_\_\_  
 Corporation                      Citizenship \_\_\_\_\_

 Other national bank                      Citizenship USAIf assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

## 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See AttachedB. Trademark Registration No.(s)  
See AttachedAdditional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

## 5. Name &amp; address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Co., LLC

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

Street Address: 1030 15<sup>th</sup> St., NW, Suite 920City: WashingtonState: DC                              Zip: 20005Phone Number: 202-783-2700Fax Number: 202-783-0145

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

## 6. Total number of applications and registrations involved:

38

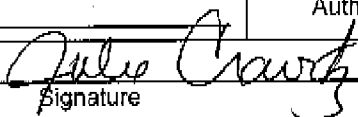
7. Total fee (37 CFR 2.6(b)(6) & 3.41 ) \$ 965.00

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

## 8. Payment Information

a. Credit Card                      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_b. Deposit Account Number 50-3155Authorized User Name Federal Research

## 9. Signature:



Signature

July 22, 2005

Date

Julie Cravitz  
Name of Person Signing

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

17

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5895, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450American LegalNet, Inc.  
www.USCourtForms.com

ATTACHMENT TO  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

MARK	COUNTRY	S. NO./ FILE DATE	REG. NO./ REG. DATE
AERØ-SHUTTLE	United States	<del>76/242,259-</del> <del>04/17/01</del>	2,730,044 06/24/03
AUTO-DISPENSE	United States	76/537,478 08/14/03	
BUBBLER	United States	78/578,207 03/02/05	
CANINE SERVER	United States	<del>75/213,633-</del> <del>12/16/96</del>	2,114,893 11/18/97
CAT SPA JR	United States	<del>74/123,793-</del> <del>12/17/90</del>	1,694,384 06/16/92
DOG DEN	United States	<del>74/497,337</del> <del>03/07/94</del>	1,994,356 08/20/96
ESPRE	United States	76/279,968 07/03/01	
ESQUE	United States	78/278,157 07/24/03	
HECTOR AND DESIGN	United States	<del>74/139,219</del> <del>02/15/91</del>	1,703,289 07/28/92
HECTOR DESIGN	United States	<del>75/464,506</del> <del>04/08/98</del>	2,246,086 05/18/99
INSULCHAMBER	United States	<del>74/314,536</del> <del>09/17/92</del>	1,884,298 03/14/95
KENNEL EXPRESS	United States	<del>76/130,821</del> <del>09/19/00</del>	2,501,936 10/30/01
KIBBLE KEEPER	United States	76/537,479 08/14/03	
KITTY KOMplete	United States	<del>76/431,269</del> <del>07/12/02</del>	2,713,391 05/06/03
LITTER ROUND UP (STYLIZED AND/OR WITH DESIGN)	United States	78/549,097 01/18/05	
LITTER ROUND UP (STYLIZED AND/OR WITH DESIGN)	United States	78/549,082 01/18/05	
LITTERSWEEP	United States	78/549,104 01/18/05	
ODOR KEEPER	United States	76/567/682 12/19/03	
PATIO CABARET	United States	<del>75/194,813-</del> <del>11/07/96</del>	2,188,360 09/08/98
PET ELITE	United States	<del>74/389,993</del> <del>05/13/93</del>	1,854,193 09/13/94

MARK	COUNTRY	S. NO./ FILE DATE	REG. NO./ REG. DATE
PET EXPRESS	United States	<del>74/542,989</del> <del>06/27/94</del>	1,990,330 07/30/96
PET LIMO	United States	<del>74/389,985</del> <del>05/13/93</del>	1,855,197 09/20/94
PET SHUTTLE	United States	<del>74/295,824</del> <del>07/16/92</del>	1,798,690 10/12/93
QUALITY PRODUCTS FROM PEOPLE WHO CARE	United States	<del>74/302,327</del> <del>08/10/92</del>	1,786,660 08/10/93
QUALITY PRODUCTS FROM PEOPLE WHO CARE	United States	<del>74/302,328</del> <del>08/10/92</del>	1,780,312 07/06/93
QUALITY PRODUCTS FROM PEOPLE WHO CARE	United States	<del>74/067,266</del> <del>06/08/90</del>	1,675,556 02/11/92
QUALITY PRODUCTS FROM PEOPLE WHO CARE	United States	74/303,159 08/06/92	
SIMPLY STYLISH	United States	<del>76/242,096</del> <del>04/17/01</del>	2,759,654 09/02/03
STYLETTE	United States	<del>73/648,562</del> <del>03/09/87</del>	1,460,089 10/06/87
STYLETTE	United States	<del>74/394,657</del> <del>05/26/93</del>	1,866,884 12/13/94
STYLETTE	United States	<del>73/648,769</del> <del>03/10/87</del>	1,461,940 10/20/87
STYLETTE	United States	<del>73/722,541</del> <del>04/15/88</del>	1,525,687 02/21/89
STYLETTE AND DESIGN	United States	<del>75/496,944</del> <del>06/05/98</del>	2,476,134 08/07/01
SURE LOCK	United States	<del>74/295,296</del> <del>07/16/92</del>	1,787,499 08/10/93
UGLY BUCKET	United States	<del>73/648,517</del> <del>03/09/87</del>	1,460,088 10/06/87
VALUE LINE	United States	<del>74/416,623</del> <del>07/26/93</del>	1,855,771 09/27/94
VALUE LINE	United States	<del>74/015,197</del> <del>12/29/89</del>	1,699,834 07/07/92
WAVE SHELF	United States	76/574,636 02/05/04	

AMENDMENT NO. 1 TO  
TRADEMARK AND PATENT SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK AND PATENT SECURITY AGREEMENT (this "Amendment"), dated as of July 1, 2005, is entered into by DOSKOCIL MANUFACTURING COMPANY, INC., a Texas corporation ("Debtor") and FLEET CAPITAL CORPORATION, as Agent ("Secured Party"), with reference to the following facts:

RECITALS

A. Debtor and Secured Party are parties to the Trademark and Patent Security Agreement, dated as of December 30, 2003 (the "Trademark and Patent Security Agreement"), pursuant to which Debtor granted Secured Party a security interest in all of its Patents, Trademarks and related Collateral as security for the Obligations.

B. The Trademark and Patent Security Agreement makes reference to a Loan and Security Agreement, among Secured Party, the Lenders and the Debtor, dated as of December 30, 2003, (as heretofore amended by Amendment No. 1 and Waiver, dated as of July 23, 2004, Amendment No. 2 dated as of December 25, 2004, Amendment No. 3 dated as of April 29, 2005, and Amendment No. 4 of even date herewith, and as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement").

C. Since the filing of the Trademark and Patent Security Agreement, the Debtor has acquired additional Trademarks and Patents.

D. The Debtor and the Secured Party wish to amend the Trademark and Patent Security Agreement to add these new Patents and Trademarks to Schedule A and Schedule B, respectively, to the Trademark and Patent Security Agreement in order to make such Trademarks and Patents part of the Collateral under the Trademark and Patent Security Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Any and all initially capitalized terms used in this Amendment (including, without limitation, in the recitals hereto) without definition shall have the respective meanings specified in the Trademark and Patent Security Agreement. The Trademark and Patent Security Agreement is hereby amended such that the definitions set forth in this Amendment shall be incorporated therein by this reference.

2. Addition of New Trademarks. Schedule A to the Trademark and Patent Security Agreement is hereby amended and supplemented by including the Trademarks identified in Schedule A to this Amendment as Trademarks and as part of the Collateral.

3. Addition of New Patents. Schedule B to the Trademark and Patent Security Agreement is hereby amended and supplemented by including the Patents identified in Schedule B to this Amendment as Patents and as part of the Collateral.

4. No Other Amendments. Except as expressly amended hereby, the Trademark and Patent Security Agreement shall remain unaltered and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

DOSKOCIL MANUFACTURING  
COMPANY, INC., a Texas corporation

By: *Susan Richman*  
Name: SUSAN RICHMAN  
Title: VICE PRESIDENT & CFO

FLEET CAPITAL CORPORATION.,  
as Agent

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

IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

DOSKOCIL MANUFACTURING COMPANY, INC., a Texas corporation

By: *Susan Richman*  
Name: SUSAN RICHMAN  
Title: VICE PRESIDENT & CFO

FLEET CAPITAL CORPORATION,  
as Agent

By: *[Signature]*  
Name: Blair K. Meade  
Title: VP

SCHEDULE A  
to  
TRADEMARK AND PATENT SECURITY AGREEMENT

(SEE ATTACHED)



Borrower's trademarks:

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
AUTO-DISPENSE	Canada	1200668 12/31/03	
AUTO-DISPENSE	United States	76/537,478 08/14/03	
KIBBLE KEEPER	Canada	1200667 12/31/03	
KIBBLE KEEPER	United States	76/537,479 08/14/03	
ODOR KEEPER	United States	76/567/682 12/19/03	
AERO-SHUTTLE	United States	76/242,259 04/17/01	2,730,044 06/24/03
WAVE SHELF	Canada	1214050 04/16/04	
WAVE SHELF	United States	76/574,636 02/05/04	
CANINE SERVER	United States	75/213,633 12/16/96	2,114,893 11/18/97
CAT SPA JR	United States	74/123,793 12/17/90	1,694,384 06/16/92
DOG DEN	United States	74/497,337 03/07/94	1,994,356 08/20/96
ESPRE	United States	76/279,968 07/03/01	
ESQUE	Canada	1,197,053 11/14/03	
ESQUE	EU	003544467 11/17/03	
ESQUE	Mexico	629,795 11/17/03	826686 03/26/04
ESQUE	Mexico	629,796 11/17/03	826687 03/26/04
ESQUE	Mexico	629,797 11/17/03	
ESQUE	Mexico	629,798 11/17/03	826688 03/26/04
ESQUE	Mexico	629,799 11/17/03	862,085 11/30/04
ESQUE	Mexico	629,800 11/17/03	826689 03/26/04
ESQUE	United States	78/278,157 07/24/03	
HECTOR AND DESIGN	United States	74/139,219 02/15/91	1,703,289 07/28/92

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
HECTOR DESIGN	United States	75/464,506 04/08/98	2,246,086 05/18/99
INSULCHAMBER	United States	74/314,536 09/17/92	1,884,298 03/14/95
KENNEL EXPRESS	United States	76/130,821 09/19/00	2,501,936 10/30/01
KITTY KOMPLETE	United States	76/431,269 07/12/02	2,713,391 05/06/03
PATIO CABARET	United States	75/194,813 11/07/96	2,188,360 09/08/98
PET ELITE	United States	74/389,993 05/13/93	1,854,193 09/13/94
PET EXPRESS	Canada	761,960 08/17/94	TMA 480565 08/14/97
PET EXPRESS	Japan	87,019/94 08/26/94	3353324 10/24/97
PET EXPRESS	Mexico	208,401 08/12/94	520,265 04/08/96
PET EXPRESS	United States	74/542,989 06/27/94	1,990,330 07/30/96
PET LIMO	Japan	83,914/93 08/11/93	3,306,979 05/16/97
PET LIMO	United States	74/389,985 05/13/93	1,855,197 09/20/94
PET SHUTTLE	United States	74/295,824 07/16/92	1,798,690 10/12/93
PET TRANSPORT	United States	73/716,958 03/11/88	
PETCABIN & KATAKANA	Japan	77588/96 07/15/96	
QUALITY PRODUCTS FROM PEOPLE WHO CARE	United States	74/302,327 08/10/92	1,786,660 08/10/93
QUALITY PRODUCTS FROM PEOPLE WHO CARE	United States	74/302,328 08/10/92	1,780,312 07/06/93
QUALITY PRODUCTS FROM PEOPLE WHO CARE	United States	74/067,266 06/08/90	1,675,556 02/11/92
QUALITY PRODUCTS FROM PEOPLE WHO CARE	United States	74/303,159 08/06/92	
QUALITY PRODUCTS FROM PEOPLE WHO CARE DOE PLASTIC PRODUCTS	Canada		

MARK	COUNTRY	S.N./FILE DATE	REG. NO./REG. DATE
QUALITY PRODUCTS FROM PEOPLE WHO CARE FOR FURNITURE	Canada		
QUALITY PRODUCTS FROM PEOPLE WHO CARE FOR PET PRODUCTS	Canada		
SIMPLY STYLISH	United States	76/242,096 04/17/01	2,759,654 09/02/03
STYLETTE	Canada	711308 08/19/92	TMA421,548 12/24/93
STYLETTE	United States	73/648,562 03/09/87	1,460,089 10/06/87
STYLETTE	United States	74/394,657 05/26/93	1,866,884 12/13/94
STYLETTE	United States	73/648,769 03/10/87	1,461,940 10/20/87
STYLETTE	United States	73/722,541 04/15/88	1,525,687 02/21/89
STYLETTE AND DESIGN	United States	75/496,944 06/05/98	2,476,134 08/07/01
SURE LOCK	United States	74/295,296 07/16/92	1,787,499 08/10/93
UGLY BUCKET	United States	73/648,517 03/09/87	1,460,088 10/06/87
VALUE LINE	United States	74/416,623 07/26/93	1,855,771 09/27/94
VALUE LINE	United States	74/015,197 12/29/89	1,699,834 07/07/92
LITTER ROUND UP (STYLIZED AND/OR WITH DESIGN)	United States	78/549,082 01/18/05	
LITTER ROUND UP (STYLIZED AND/OR WITH DESIGN)	United States	78/549,097 01/18/05	
LITTERSWEEP	United States	78/549,104 01/18/05	
BUBBLER	United States	78/578,207 03/02/05	

SCHEDULE B  
to  
TRADEMARK AND PATENT SECURITY AGREEMENT  
(SEE ATTACHED)

Borrower's patents:

S.N./Patent No.	Title	Country	Filing Date	Issue Date
2,201,539	Kitty Litter Pan	Canada	04/02/97	
60/014,733	Kitty Litter Pan	USA	04/02/96	
5,794,566	Kitty Litter Pan	USA	04/02/97	08/18/98
60/018,992	Kitty Litter Pan	USA	06/04/96	
D421,867	Corner Shelving Assembly	USA	01/07/99	03/28/00
D418,341	Shelf and Cabinet Assembly	USA	01/19/99	01/04/00
09/233,628	Corner Shelving System	USA	01/19/99	
09/233,306	Shelving Unit	USA	01/19/99	
310,813	Corner Stand Unit	USA	10/14/81	
D273,725	Tray	USA	09/14/81	05/08/84
D273,303	Pail	USA	07/22/85	06/07/83
D293,635	Tray Table	USA	07/22/85	01/12/88
D303,596	Decorative Shelf Unit	USA	09/03/86	09/26/89
904,257	Ornamental Table	USA	09/05/86	
D315,073	Decorative Nesting Table	USA	12/17/86	03/05/91
07/473,394	Decorative Nesting Table	USA	02/01/90	
D301,785	Paint Tray	USA	03/23/87	06/20/89
D62,066	Pet Carrier	Canada	02/29/88	11/29/88
D308,588	Pet Carrier	USA	08/31/87	06/12/90

S.N./Patent No.	Title	Country	Filing Date	Issue Date
1,303,646	Portable Pet Carrier	Canada	10/04/88	06/16/92
4,852,520	Portable Pet Carrier	USA	11/16/87	08/01/89
D312,896	Dual Compartment Pet Feeding Dish	USA	08/10/88	12/11/90
D334,087	Pet Carrier or Similar Article	USA	01/05/90	03/16/93
07/484,696	Wheel Assembly with Locking Means	USA	02/23/90	
07/484,113	Trim Tray	USA	02/23/90	
D328,808	Trim Tray	USA	02/23/90	08/18/92
264,219	Litter Box	USA	10/28/88	
07/528,833	Litter Box	USA	05/24/90	
07/728,835	Litter Box	USA	07/09/91	
5,220,885	Litter Box	USA	03/15/92	06/22/93
D309,700	Scoop	USA	08/10/88	08/07/90
D308,472	Pin Fastener	USA	08/10/88	06/12/90
D319,117	Litter Container	USA	08/10/98	08/13/91
D312,895	Pet Feeding Dish	USA	08/10/88	12/11/90
D314,253	Round Container	USA	08/10/88	01/29/91
D303,885	Decorative Table	USA	09/03/86	10/10/89
4,796,801	Article Package	USA	12/16/87	01/10/89
D367,784	Heavy-Duty Decorative Shelving	USA	07/26/94	03/12/96

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D384,226	Heavy-Duty Decorative Shelving	USA	11/20/95	09/30/97
D382,733	Heavy-Duty Decorative Shelving	USA	11/20/95	08/26/97
5,588,541	Heavy Duty Decorative Shelving	USA	10/05/94	12/31/96
5,253,612	Stackable Pet Carrier	USA	03/30/92	10/19/93
5,280,767	Detachable Wheels for Pet Carrier	USA	04/23/93	5,280,767
D314,871	Foldable Chair	USA	07/13/87	02/26/91
D355,798	Stackable Industrial Shelving	USA	08/17/92	08/28/95
D367,736	Combined Pet Food and Liquid Feeder	USA	01/27/94	03/05/96
79,591	Pet Feeding Dish (dog shaped)	Canada	12/13/95	12/06/96
D387,509	Pet Feeding Dish (dog shaped)	USA	06/16/95	12/02/97
79592	Pet Feeding Dish (cat shaped)	Canada	12/13/95	12/06/96
D375,585	Pet Feeding Dish (cat shaped)	USA	06/16/95	11/12/96
D330,652	Knock Down Shelving Unit	USA	11/3/92	02/14/91
D336,555	Pet Dish	USA	11/29/91	06/15/93
D337,673	Knock Down Book Shelf	USA	02/14/91	07/27/93
D341,279	Table	USA	01/02/92	11/16/93

S.N./Patent No.	Title	Country	Filing Date	Issue Date
D350,900	Bucket for Storing and Merchandising Chain	USA	03/02/92	09/27/94
00/531,315	Food and Beverage Caddy	USA	01/22/79	
D419,802	Shelf Cabinet	USA	01/19/99	02/01/00
D423,840	Shelf Unit	USA	01/19/99	05/02/00
49,280	Pail	Canada		01/25/82
5,551,371	Pet Enclosure for Housing a Pet Enabling Passing In and Out of the Enclosure	USA	01/18/94	09/03/96
D435,744	Oval Table	USA	01/14/00	01/02/01
D453,865	Cat Litter Pan	USA	04/10/01	02/19/02
D459,841	Feeding Bowl	USA	04/10/01	07/02/02
D458,419	Feeding Bowl	USA	11/16/01	06/04/02
D465,884	Feeding Bowl	USA	06/19/01	11/19/02
D453,592	Pet Carrier (Under Seat)	USA	01/21/01	02/12/02
40106148.5	Pet Carrier (48")	Germany	07/03/01	11/14/01
D445,222	Pet Carrier (48")	USA	01/21/01	07/17/01
60/261,692	Pet Carrier (Under Seat)	USA	01/21/01	
10200894.9	Pet Carrier (48")	Germany	01/11/02	
60/261,645	Pet Carrier (48")	USA	01/12/01	
6,427,631	Pet Carrier (48")	USA	06/19/01	08/06/02
	Pet Carrier (48")	USA		



S.N./Patent No.	Title	Country	Filing Date	Issue Date
60/370,857	Computer Cart	USA	04/08/02	
10/408,846	Computer Cart	USA	04/07/03	
D474,624	Computer Cart	USA	10/04/02	05/20/03
D503,247	Automatic Feeder	USA	02/19/03	03/22/05
D486,612	Automatic Waterer	USA	02/19/03	02/10/04
D485,134	Food Container (Stylette Lid)	USA	04/24/03	01/13/04
D485,135	Food Container (Espre Lid)	USA	04/24/03	01/13/04
10/967,613	Self-Cleaning Pet Litter Apparatus and Related Method	USA	10/18/04	
D501,338	Shelf Unit	USA	02/05/04	02/01/05
10/729,545	Method and device for providing aerated drinking water to animals	USA	12/05/03	