

D/S

09-17-1998

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/99)



100831493

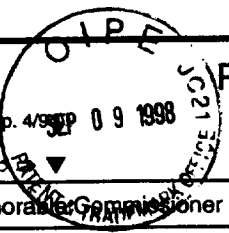
SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

MCD 9-9-98



1. Name of conveying party(ies):

Radio Systems Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: August 28, 1998

2. Name and address of receiving party(ies)

Name: The Provident Bank

Internal Address: 7th Floor

Street Address: One East Fourth St.

City: Cincinnati State: OH ZIP: 45202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,117,859

Additional numbers attached?  Yes  No

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

Name: Kimberley S. Smith

Internal Address:

Keating, Muething & Klekamp, P.L.L.

1800 Provident Tower

Street Address: One East Fourth St.

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Kimberley S. Smith

Name of Person Signing

[Signature]

Signature

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

5

09/16/1998 0000061 2117859 40.00 CP 100.00 CP



(Continuation of Item 4)

**Trademarks:**

RSC	2,117,859
Only the Best for Your Best Friend	1,988,202
Private Broadcasting Systems	1,887,777
Underground Fence	1,796,849
Radio Fence (LOGO)	1,711,297

## ASSIGNMENT OF TRADEMARKS

WHEREAS, RADIO SYSTEMS CORPORATION, a Tennessee corporation, with its chief executive office at 10427 Electric Avenue, Knoxville, Tennessee 37932 ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, Assignor and THE PROVIDENT BANK, as Agent, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), have entered into that certain Credit Agreement by and between Assignor, and Assignee as agent for various Lenders listed on Schedule 1 attached to the Credit Agreement dated of even date herewith (the "Credit Agreement"), by which Assignee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:


- (a) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;
- (b) that the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;
- (c) that the validity of the trademarks has never been questioned;
- (d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and
- (e) that the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND

OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

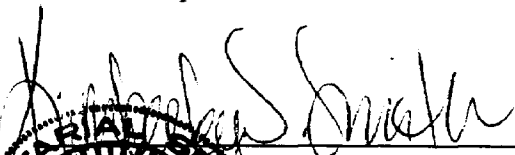
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 30th day of August, 1998.


RADIO SYSTEMS CORPORATION

By:   
Name: James D. Hudson  
Title: Chief Financial Officer

STATE OF )  
                  ) SS:  
COUNTY OF )

On this 30th day of August, 1998, before me personally appeared James D. Hudson, the Chief Financial Officer of RADIO SYSTEMS CORPORATION, who signed this instrument and acknowledged that he signed it as a free act on behalf of the corporation.

  
KIMBERLEY S. SMITH  
Notary Public, State of Ohio  
My Commission Expires Dec. 6, 2001





Schedule 1

**Trademarks:**

RSC	2,117,859
Only the Best for Your Best Friend	1,988,202
Private Broadcasting Systems	1,887,777
Underground Fence	1,796,849
Radio Fence (LOGO)	1,711,297