

03-22-2001

FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027



Department of Commerce

Patent and Trademark Office

TRADEMARK

RECOR

101643583

COVER SHEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (non-Recordation)  
Document ID# \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger Effective Date  
Month Day Year  
\_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Innotek, Inc.

Formerly \_\_\_\_\_

Execution Date  
Month Day Year

08/23/00

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Indiana

Receiving Party

Mark if additional names of conveying parties attached

Name National City Bank

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1900 East Ninth Street

Address (line 2) \_\_\_\_\_

Address (line 3) Cleveland OH/USA 44114

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association

Other National Banking Association

Citizenship/State of Incorporation/Organization \_\_\_\_\_

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

923850-1

TRADEMARK  
REEL: 002255 FRAME: 0186

3-5-01

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number (216) 363-4642

Name \_\_\_\_\_ **Robert H. Earp, III** \_\_\_\_\_

Address (line 1) \_\_\_\_\_ **2300BP Tower** \_\_\_\_\_

Address (line 2) \_\_\_\_\_ **200 Public Square** \_\_\_\_\_

Address (line 3) \_\_\_\_\_ **Cleveland, OH 44114** \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 16

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
*Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).*

**Trademark Application Number(s)**

**Registration Number(s)**

75/852,000   75/852,152   75/706,980   2,173,837   1,852,968   2,179,173

75/901,663   76/037,098   75/901,655   2,315,452   1,745,133   2,411,822

75/833,142   75/655,182   \_\_\_\_\_   2,311,618   2,064,230   2,168,254

**Number of Properties**

Enter the total number of properties involved. #

25

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 640.00

Method of Payment:   Enclosed    Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 02-2051

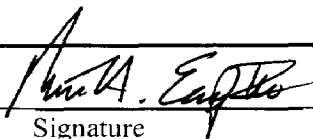
Authorization to charge additional fees:   Yes    No

**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. Charges to deposit account are authorized, as indicated herein.*

Robert H. Earp, III Reg #41,004

Name of Person Signing

  
Signature

3-1-01

Date Signed

CONTINUATION  
TRADEMARKS ONLY

TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter additional Conveying Party

Name \_\_\_\_\_

Execution Date  
Month Date Year

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of conveying parties attached

Name \_\_\_\_\_

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization \_\_\_\_\_

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Trademark Registration Number(s)

mark "Command Series" filed 01/01/00;  
mark "Gun Dog Premier" filed 04/19/00;  
mark "Free Spirit" filed 01/05/00;  
mark "Hidden Dog Fence" filed 01/04/00;  
mark "It Say's You're Serious" filed 01/05/00  
mark "Multi-Tek Advantage" filed 01/05/00; and  
mark "A New Breed of Behavior Solutions" filed 01/05/00.

2,261,090 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of : Innotek, Inc.

Trademark App/Reg.Nos. : 75/852,000 75/852,152 75/706,980  
2,173,837 1,852,968 2,179,173  
75/901,663 76/037,098 75/901,655  
2,315,452 1,745,133 2,411,822  
75/833,142 75/655,182 2,311,618  
2,064,230 2,168,254 2,261,090

Docket No. : 25803-2

Re : Security Agreement

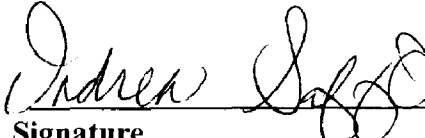
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**CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.8\***

I hereby certify that this Recordation Form Cover Sheet (Trademarks Only) and Amended Security Agreement are being deposited with the United States Postal Service with sufficient postage as "FIRST CLASS MAIL" in an envelope addressed to: Box Assignment, Director – U.S. Patent and Trademark Office, Washington, D.C. 20231.

March 1, 2001  
(Date)

Ondrea Saffo  
(type or print name of person mailing paper)

  
Signature

CONTINGENT PATENT,  
TRADEMARK AND LICENSE ASSIGNMENT

This Contingent Patent, Trademark and License Assignment ("Assignment") is made by INNOTEK, INC., an Indiana corporation, ("Assignor"), in favor of NATIONAL CITY BANK, having its main office at 1900 East Ninth Street, Cleveland, Ohio 44114-3484, as agent (in that capacity, "Agent") for the benefit of Banks (defined below) for the purposes of this Assignment, the Credit and Security Agreement (defined below) and the other Related Writings.

INTRODUCTION:

WHEREAS, A. Assignor, Agent and the banking institutions named in Schedule 1 of the Credit and Security Agreement (collectively, "Banks," and individually, "Bank"), are parties to a Credit and Security Agreement dated as of August 23, 2000 (that Credit and Security Agreement, as the same may be amended or amended and restated from time to time, the "Credit Agreement") and setting forth, among other things, the terms and conditions of Banks' respective commitments aggregating Thirty-Six Million Five Hundred Thousand Dollars (\$36,500,000), which amount shall be available to Assignor pursuant to the terms and conditions of the Credit Agreement; and

B. It is a condition precedent to each extension of credit pursuant to the Credit Agreement and to any other extension of credit by Banks or any of them to or for the account of Assignor that, among other things, Assignor shall have executed and delivered this Assignment to Agent.

NOW THEREFORE, in consideration of the premises, to induce Banks to extend credit pursuant to the Credit Agreement, to induce each Bank to extend to or for the account of Assignor such other credit as that Bank may from time to time deem advisable (all upon such terms and conditions as that Bank may from time to time deem advisable), in order to induce Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, Assignor hereby agrees, grants, represents, and warrants as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.

2. Assignment of Patents. To secure the complete and timely satisfaction of all of the Secured Debt, Assignor hereby grants, assigns and conveys to Agent all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations,

renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party which by their terms are assignable, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of all of the Secured Debt, Assignor hereby grants and conveys to Agent a lien and security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Assignor agrees that until the Secured Debt shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Assignment.

5. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses owned by Assignor on the Closing Date. If, before the Secured Debt shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Assignment with the United States Patent and Trademark Office.

6. Representations and Warranties. Assignor represents and warrants to and agrees with Agent that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part as of the Closing Date;

(ii) To Assignor's knowledge, each of the Patents and Trademarks is valid and enforceable as of the Closing Date;

(iii) Assignor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) This Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound. Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Agent as assignee of Assignor's entire interest;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default by Assignor under any of the Licenses.

7. Royalties; Terms. Assignor hereby agrees, to the extent of Assignor's rights, that the use by Agent of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Agent to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Secured Debt has been paid in full and the Credit Agreement has been terminated.

8. Grant of License to Assignor. Unless and until an Event of Default shall have occurred and is continuing, Agent hereby grants to Assignor a nontransferable right and license to use the Trademarks, to exercise Agent's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 8, without the prior written consent of Agent. From and after the occurrence of an Event of Default and during the continuance thereof, Assignor's license with respect to Patents, Trademarks and Licenses as set forth in this Paragraph 8 shall terminate forthwith, and Agent shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Agent's main office.

9. Reassignment to Assignor. Upon payment in full of the Secured Debt and termination of the Credit Agreement, Agent shall execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Secured Debt shall have been paid in full in its reasonable business judgment, (ii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate in its reasonable business judgment, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks in its reasonable business judgment. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Agent, such consent not to be unreasonably withheld.



11. Financing Statements; Documents. At the request of Agent, Assignor will join with Agent in executing one or more financing statements pursuant to the applicable version of the Uniform Commercial Code in form satisfactory to Agent and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Agent. Assignor will execute and deliver to Agent from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Agent may require for the purpose of confirming Agent's interest in the Patents, Trademarks and Licenses.

12. Agent's Right to Sue. Agent shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Secured Debt, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Assignor and Agent nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Credit Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors and assigns.

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Assignor, addressed to Assignor at the address specified on the signature page of this Assignment, if to Agent or Banks, mailed or delivered to them, addressed to the respective addresses of Agent and Banks specified on the signature page of 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 of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or (a) forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, (b) when sent by facsimile with telephonic confirmation of receipt, or (c) twenty-four (24) hours after being deposited with a national overnight delivery service, prepaid and addressed as aforesaid for delivery on the next succeeding Business Day, except that notices from Assignor to Agent pursuant to any of the provisions hereof shall not be effective until received by Agent.

19. Governing Law. This Assignment has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

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**Schedule A**  
**Patents**

**Intellectual Property**

Description of Patent	Patent Number	Description	Model Numbers Incorporating patent
Confinement and Remote Trainer	5,559,498	Combination Animal Confinement & Remote Training System	CT-400A, KC-25W, SDP-GT-014A
Animal Separator System	5,636,597	System to encourage animals to keep a distance from one another	none to date
Confinement and Bark Inhibitor	5,799,618	Combination Confinement & Bark Inhibitor System	CB-100W
Collapsible Antenna	5,886,672	Antenna with a rigid boom and flexible antenna elements	RD-001
Animal Stimulator	5,911,198	Animal Control Device with at least one photovoltaic member	none to date
Stimulation Devices and Technique	5,913,284	Animal Training System with rising stimulation intensity	WF-100
Programmable Animal Collar	5,923,254	RF Tracking collar having multiple frequencies externally programmable	RD-050Y, RD-060G, RD-050B, RD-050W
Wire Embedded Collar w/ Electronic Component	5,934,225	Mounting electronic components to a wire embedded collar	TB-250, PB-500, TS-750A, HR-300, HR-302, HR-303, RR-300S, RR-300S, BR-500A/1, BR-500A/2, BR-500A/3, CS-200/1LR, CS-200LR, CS-300LR, CS-800/1LR, CS-800LR, CS-1600/1LR, CS-1600TTLR, CS-1600TT, CS-1600TTLR-2
Ingestible Animal Temperature Sensor	5,984,875	System to monitor core temperature of ruminant animals	BVR-075, BV9-050, BV-010 (CowTemp)
Cover Plate for Wire Embedded Collar	Des 417,835	Receiver/Collar cover plate - Design Patent	TB-250, PB-500, TS-750A, HR-300, HR-302, HR-303, RR-300S, RR-300S, BR-500A/1, BR-500A/2, BR-500A/3, CS-200/1LR, CS-200LR, CS-300LR, CS-800/1LR, CS-800LR, CS-1600/1LR, CS-1600TTLR, CS-1600TT, CS-1600TTLR-2
Method of Determining Physiological State of a Ruminant Animal Using an Ingestible Bolus	6,059,733	System and apparatus for monitor of core temp w/ingestible bolus	CowTemp software
LaFrance Corporation	Des. 297,633	License agreement for Portable Electronic Housing	CLB-50, CUS-50

5/18/00  
Confidential/Proprietary

**Innotek, Inc.  
Intellectual Property**

Domain Names (URL)  
pet-products.com (with paw print logo) No

In Review

Taylor and Aust issued opinion on filing - In Review

Domain Names  
pet-products.com (paw print logo) No

In Review

Taylor & Aust issued opinion

87800  
Confidential/Proprietary

**Innotek, Inc.**  
**Intellectual Property**

Trademark	Use Circle R	Use TM only	Application Date	Issue Date	Status	Comments
Beagle Master	Yes	No	12-Nov-98	14-Jul-98	Registered	Class 9 - Electronic Obedience Training Devices
Adventure Plus	Yes	No	4-Mar-88	6-Feb-00	Registered	Class 36 - Underwriting Warranty Services for Electronic Devices
Command Series	No	Yes	1-Jan-00		Pending	
Cortain 'N' Train	No	Yes	19-Nov-99		USPTO	Class 9 - Combined System for containment and training
Cow Temp	No	Yes	12-Nov-96	Rejected 12/2/99	Rejected USPTO	Class 9 - Temperature Sensing Devices for Bovines
Out to the Chase	No	No			In Review	
Driveaway Guardian	No	Yes	22-Oct-99		Pending	Electronic System for detection of vehicles entering specified area
Get Wired	No	No			In Review	
Gun Dog	No	Yes	18-Nov-99		USPTO	Class 9 - Electrical Animal Behavior Training & Control Systems
Gun Dog Premier	No	Yes	19-Apr-00		Pending	Class 9 - Electronic Obedience Training Devices
Free Spirit	No	Yes	5-Jan-00		Pending	Class 9 - Electrical Animal Behavior Training & Control Systems
Hidden Dog Fences	No	Yes	4-Jan-00		Pending	Class 9 - Pet Containment Systems
Innotek	Yes	No	18-Dec-98	25-Jan-00	Registered	Class 9 - Electronic Obedience Training Devices
Innotek Logo with "Swoosh"	No	Yes	28-Apr-00		Pending	Class 9 - Wireless RF Link Electronic Systems & Devices
It Says You're Serious	No	Yes	5-Jan-00		Pending	Class 9 - Electronic Obedience Training Devices
K-9 Corral	Yes	No	21-Jan-93	6-Sep-94	Registered	Class 9 - Electronic Animal Containment System as Unit
K-9 Fencing (Logo only)	No	No			In Review	
Keep 'Em In, Keep 'Em Out	No	Yes	8-Mar-99		Pending	Class 9 - Electronic Pet Containment Systems
Muff-Tek Advantage	No	Yes	5-Jan-00		Pending	Class 9 - Electronic Obedience Training Devices
A New Breed of Behavior Solutions	No	Yes	5-Jan-00		Pending	
Pet Call	No	Yes			Pending	
Pet-Alert	Yes	No	4-Dec-81	5-Jan-93	Registered	Class 9 - Electronic Vibration Behavior Training Device
Retriever Trainer	Yes	No	3-Apr-86	20-May-87	Registered	Class 8 & 15 - Electronic Animal Containment System
Raccoon Free	Yes	No	1-Aug-86	4-Aug-98	Registered	Class 9 - Remote Control Devices for Training
Smart Cat	No	No			Registered	Class 9 - Indoor Animal Containment
Smart Dog	No	Yes	12-Dec-98		USPTO	Class 9 - Electronic Animal Behavior Training & Control System
Smart Dog Professional	No	Yes	13-May-99		USPTO	Class 9 & 37 Animal Behavior Training & Control Systems
Smart Door	No	No			In Review	
Smart Pet	No	No			In Review	
Smart Protection	No	Yes	1-Jan-00	reactivated SMG	Intent to Use	Class 9 - Electronic Obedience Training Devices
Smart Training	No	Yes	24-1-00	reactivated SMG	Intent to Use	Class 9 - Electronic Obedience Training Devices
Smart Zones	No	No	eliminated	don't proceed/MG	closed	
The Houndsman	Yes	No	2-Aug-98	23-Jun-98	Registered	Class 9 - Electronic Obedience Training Devices
Track & Train	Yes	No	16-Jun-98	13-Jul-99	Registered	Class 9 - Electronic Obedience Training Devices
Behavior Solutions Center	No	Yes			USPTO	
European Filings	No	No			Pending	Filed application for European use
Innotek						
BR800						
Confidential/Proprietary						

Description of Patent	Application	Issue Date	Patent Number	Expiration Date	Status	Description
Confinement and Remote Trainer	30-Dec-84	24-Sep-86	6,558,488	30-Dec-14	Issued	Combination Animal Confinement & Remote Training System
Animal Separator System	28-Feb-85	10-Jun-87	5,638,597	28-Feb-15	Issued	System to encourage animals to keep a distance from one another
Confinement and Bark Inhibitor	12-Aug-86	1-Sep-88	5,798,816	12-Aug-18	Issued	Combination Confinement & Bark Inhibitor System
Collapsible Antenna	28-Jan-87	23-Mar-89	5,886,872	29-Jan-17	Issued	Antenna with a rigid boom and flexible antenna elements
Animal Stimulator	14-Jan-88	15-Jun-88	5,911,188	14-Jan-18	Issued	Animal Control Device with at least one photovoltaic member
Stimulation Device and Technique	27-Feb-88	22-Jun-88	5,913,284	27-Feb-16	Issued	Animal Tracking System with rising stimulation intensity
Programmable Animal Collar	28-Jan-88	13-Jul-89	5,923,254	28-Jan-18	Issued	RF Tracking Collar having multiple frequencies externally programmable
Wire Embedded Collar w/ Electronic Component	28-Jan-88	10-Aug-89	5,934,225	28-Jan-18	Issued	Mourning electronic components to a wire embedded collar
Ingestible Animal Temperature Sensor	22-Aug-87	16-Nov-89	5,984,875	22-Aug-17	Issued	System to monitor core temperature of ruminant animals
Ingestible Animal Temperature Sensor (CIP)	23-Jul-88	***	***	***	Pending	System to monitor core temperature of ruminant animals
Animal Control Device	2-Feb-87	***	***	***	Abandoned	Disposable Animal Control Device with non rechargeable energy
Pet Locator System	19-Feb-88	21-Dec-89	Des 417,335	29-Jan-17	Pending	Electronic system for tracking and locating a moveable object
Acoustic Annunciator for Audio Tracking Collars	2-Aug-88	***	***	***	Pending	Acoustic Annunciators for Collar Mounted Audio Signal Devices
Cover Plates for Wire Embedded Collar	29-Jan-87	***	***	***	Issued	Receiver/Collar cover plate - Design Patent
Person Locating System	4-Dec-87	4-May-00	6,059,733	21-Aug-18	Issued	Detection and Tracking System for unauthorized exit of person
Low Dielectric Loaded Ferrite Antenna	7-Jun-89	***	***	***	Abandoned	Remote Actuated Electronic Devices with Remote Antennas
Method of Determining Physiological State of a Ruminant Animal Using an Ingestible Bolus	21-Aug-88	***	***	***	Issued	System and apparatus for monitor of core temp ingestible bolus
Animal Shock Collar with Impedance Transformer	29-Jan-89	***	***	***	Pending	Dog Training Collar designed for use in wet/water conditions
Wireless Pet Confinement System	1-Jul-88	***	***	***	Pending	Confinement System using RF and Magnetic Fields
Remote Controlled Mock Bird Launcher	5-Aug-89	***	***	***	Pending	Apparatus and Method for Launching Mock Birds
Radio Control Beacon/Sensor	12-Dec-89	***	***	***	In-Review	Beacon/Sensor activated by Remote Hand-held Transmitter
Electroshock Stimulus Monitoring Method & Apparatus	19-Nov-89	***	***	***	Pending	Device and System to Monitor electroshock stimulus
Pressure Pulse Probe for Animal Behavior Correction	16-Mar-88	2-Feb-00	6,019,066	18-Mar-18	Pending	Device which directs a pressure pulse as animal behavior control
Animal Confinement/Training System	17-May-89	***	***	***	Issued	System for Controlling behavior of animal through electrical stimulation
International Patents	17-May-89	***	***	***	Pending	System to monitor core temperature of ruminant animals
Ingestible Animal Temperature Sensor	17-May-89	***	***	***	Pending	System and apparatus for monitor of core temp ingestible bolus
Method of Determining Physiological State of A Ruminant Animal Using an Ingestible Bolus	19-Feb-88	***	***	***	Pending	Electronic system for tracking and locating a moveable object
Pet Locator System	3-Dec-88	***	***	***	Pending	Detection and Tracking System for unauthorized exit of person
Person Locating System	***	***	***	***	Issued	License agreement for Portable Electronic Housing

LaFrance Corporation  
 License Agreements  
 Confidential/Proprietary

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**Schedule B**  
**Trademarks**

# Trademark ® or ™ Status Week of July 24, 2000

Behavior Solutions Center ™  
Advantage Plus®  
Command Series ™  
Contain "N" Train ™  
Cow Temp ™ (Local)  
Cut to the Chase ™  
Driveway Guardian ™  
Get Wired ™  
Gun Dog ™  
Gun Dog Premier ™  
Free Spirit ™  
Hidden Dog Fence ™  
Innotek ®  
Innotek Logo with "Swoosh" ™  
It Says You're Serious ™  
K-9 Corral ®  
Keep 'Em In, Keep 'Em Out ™  
Multi-Tek Advantage ™  
A New Breed of Behavior Solutions ™  
Pet Call ™  
Pet-Alert ®  
Retriever Trainer ®  
Room Free ®  
Smart Dog ™  
Smart Dog Professional ™  
Smart Door ™  
Smart Protection ™  
Smart Training ™  
The Houndsman ®  
Track & Train ®

Schedule C  
Licenses

LaFrance Corporation

May 9, 2000

Des.297,633 Issued License Agreement for  
Portable Electronic Housing

RECORDED: 03/05/2001

TRADEMARK  
REEL: 002255 FRAME: 0205