

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 61701
Innotek, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Indiana
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: National City Bank
Internal
Address: _____
Street Address: 1900 East Ninth Street
City: Cleveland State: OH Zip: 44114
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: August 23, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/037,098
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert H. Earp, III
Internal Address: Benesch, Friedlander, Coplan & Aronoff LLP
2300 BP Tower
Street Address: 200 Public Square
City: Cleveland State: Ohio Zip: 44114

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
02-2051
(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.
Robert H. Earp, III [Signature] 6-14-01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 17

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

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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20. WAIVER. ASSIGNOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BANKS, AGENT AND ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR ANY BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG ASSIGNOR, AGENT OR BANKS, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Assignment as of the 23rd day of August, 2000.

WITNESS:

Sign: [Signature]
Print Name: Thomas W. Atkinson

Sign: [Signature]
Print Name: Stan Siegel

INNOTEK, INC.
By: [Signature]
Its: CEO

Address: 1000 Fuller Drive
Garrett, Indiana 46738

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 23rd day of August, 2000, by Michael D. Westridge on behalf of the corporation.

[Signature]
Notary Public
My commission expires: _____

Accepted at Cleveland, Ohio,
as of August 23, 2000

NATIONAL CITY BANK, as agent

By: [Signature]
Its: _____

JULIE M. PRICE, NOTARY PUBLIC
My Commission Expires _____

JULIE M. PRICE, NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration

Schedule A
Patents

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-29W, SDP-CT-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	RO-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-050G, 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-500S, BR-500A/1, BR-500A/2, BR-500A/3, CS-200/1LR, CS-200LR, CS-300LR, CS-600/1LR, 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, BVS-050, BV-010 (CowTemp)
Cover Plate for Wire Embedded Collar	Des 417,935	Receiver/ Collar cover plate - Design Patent	YB-250, PB-500, TS-750A, HR-300, HR-302, HR-303, RR-300S, RR-500S, BR-500A/1, BR-500A/2, BR-500A/3, CS-200/1LR, CS-200LR, CS-300LR, CS-600/1LR, 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	CUB-50, CUS-50

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TRADEMARK

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Intellectual Property

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

In Review Taylor and Aust issued opinion on filing - In Review

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

In Review Taylor & Aust issued opinion

8/19/00
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Innotek

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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-98	6-Feb-00	Registered	Class 38 - Underwriting Warranty Services for Electronic Devices
Command Series	No	Yes	1-Jan-00		Pending	
Confain 'N' Train	No	Yes	18-Nov-98		USPTO	Class 9 - Combined System for containment and training
Cow Temp	No	Yes	12-Nov-98	Rejected 12/2/99	Rejected USPTO	Class 9 - Temperature Sensing Devices for Bovines
Out to the Chase	No	No	22-Oct-99		In Review	Electronic System for detection of vehicles entering specified area
Driveway Guardian	No	Yes			Pending	
Get Wired	No	No	18-Nov-99		In Review	
Gun Dog	No	Yes	19-Apr-00		USPTO	Class 9 - Electrical Animal Behavior Training & Control Systems
Gun Dog Premier	No	Yes	5-Jan-00		Pending	Class 9 - Electronic Obedience Training Devices
Free Spirit	No	Yes	4-Jan-00		Pending	Class 9 - Electrical Animal Behavior Training & Control Systems
Hidden Dog Fence	No	Yes	18-Dec-98	25-Jan-00	Registered	Class 9 - Pet Containment Systems
Innotek	Yes	No	28-Apr-00		Pending	Class 9 - Electronic Obedience Training Devices
Innotek Logo with "Swoosh"	No	Yes	5-Jan-00		Pending	Class 9 - Wireless RF Link Electronic Systems & Devices
It Says You're Serious	No	Yes	21-Jan-93	6-Sep-94	Registered	Class 9 - Electronic Obedience Training Devices
K-9 Control	Yes	No	8-Mar-99		In Review	Class 9 - Electronic Animal Containment System as Unit
K-9 Fencing (Logo only)	No	No	6-Jan-00		Pending	Class 9 - Electronic Pet Containment Systems
Keep 'Em In, Keep 'Em Out	No	Yes	5-Jan-00		Pending	Class 9 - Electronic Obedience Training Devices
Multi-Tek Advantage	No	Yes	5-Jan-00		Pending	
A New Breed of Behavior Solutions	No	Yes	4-Dec-81	5-Jan-93	Registered	Class 9 - Electronic Vibration Behavior Training Device
Pet Call	No	No	3-Apr-98	20-May-97	Registered	Class 8 & 15 - Electronic Animal Containment System
Pet-Alert	Yes	No	1-Aug-98	4-Aug-98	Registered	Class 9 - Remote Control Devices for Training
Refresher Trainer	Yes	No	12-Dec-98		USPTO	Class 9 - In-door Animal Containment
Rocoon Fries	No	Yes	13-May-99		USPTO	Class 9 - Electronic Animal Behavior Training & Control System
Smart Car	No	Yes			In Review	Class 9 & 37 Animal Behavior Training & Control Systems
Smart Dog	No	Yes			In Review	
Smart Dog Professional	No	No			In Review	
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 & Trail	Yes	No	15-Jun-98	13-Jul-99	Registered	Class 9 - Electronic Obedience Training Devices
Behavior Solutions Center	No	Yes			USPTO	
European Filings						
Innotek	No	No	16-May-00		Pending	Filed application for European use

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International Patents
 Ingestible Animal Temperature Sensor
 Method of Determining Physiological State of A
 Ruminant Animal Using an Ingestible Bolus
 Pet Locator System
 Person Locating System
 License Agreements
 LaFrance Corporation

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 Confidential/Proprietary

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Description of Patent	Application	Issue Date	Patent Number	Expiration Date	Status	Description
Confinement and Remote Trainer	30-Dec-94	24-Sep-98	6,559,498	30-Dec-14	Issued	Combination Animal Confinement & Remote Training System
Animal Separator System	28-Feb-95	10-Jun-97	5,638,597	28-Feb-15	Issued	System to encourage animals to keep a distance from one another
Confinement and Bark Inhibitor	12-Jun-95	1-Sep-98	5,798,616	12-Aug-18	Issued	Combination Confinement & Bark Inhibitor System
Collapsible Antenna	28-Jan-97	23-Mar-99	5,886,672	28-Jan-17	Issued	Antenna with a rigid boom and flexible antenna elements
Animal Stimulator	27-Feb-96	15-Jun-99	5,911,198	14-Jan-18	Issued	Animal Control Device with at least one piezoelectric member
Stimulation Device and Technique	28-Jan-98	22-Jun-99	5,913,284	27-Feb-16	Issued	Animal Training System with using stimulation intensity
Programmable Animal Collar	28-Jan-98	13-Jul-99	5,923,254	28-Jan-18	Issued	RF Tracking Collar having multiple frequencies externally programmable
Wife Embedded Collar w/ Electronic Component	22-Aug-97	10-Aug-99	6,934,225	28-Jan-18	Issued	Manufacturing electronic components to a wife embedded collar
Ingestible Animal Temperature Sensor (CIP)	23-Jul-98	16-Nov-99	5,984,875	22-Aug-17	Issued	System to monitor core temperature of ruminant animals
Animal Control Device	23-Jul-98	...	...	...	Abandoned	System to monitor core temperature of ruminant animals
Pet Locator System	19-Feb-98	...	...	...	Abandoned	System to monitor core temperature of ruminant animals
Acoustic Annunciator for Audio Tracking Collars	2-Aug-98	21-Dec-99	Doc 417,135	29-Jan-17	Pending	Electronic system for tracking and locating a movable object
Cover Plate for Wife Embedded Collar	29-Jan-97	...	...	...	Pending	Acoustic Annunciators for Collar Mounted Audio Signal Devices
Person Locating System	4-Dec-97	...	...	...	Issued	Receiver/Collar cover plate - Design Patent
Low Dielectric Loaded Ferrite Antenna	7-Jun-99	4-May-00	6,059,733	21-Aug-18	Abandoned	Detection and Tracking System for unauthorized exit of person
Method of Determining Physiological State of a Ruminant Animal Using an Ingestible Bolus	29-Jan-99	...	...	...	Issued	Remote Activated Electronic Devices with Internal Piezoelectric Antennas
Animal Shock Collar with Impedance Transformer	4-Jun-98	...	...	...	Abandoned	System and apparatus for monitor of core temp with ingestible bolus
Wireless Pet Confinement System	5-Aug-99	...	...	...	Abandoned	System and apparatus for monitor of core temp with ingestible bolus
Remote Controlled Mock Bird Launcher	12-Dec-89	...	...	...	Abandoned	System and apparatus for monitor of core temp with ingestible bolus
Radio Control Beacon/Sensor	19-Nov-89	2-Feb-00	6,018,086	19-Mar-18	Issued	Dog Training Collar designed for use in wireless conditions
Electroshock Stimulus Monitoring Method & Apparatus	16-Mar-89	...	...	...	Pending	Confinement System using RF and Magnetic Fields
Animal Confinement/Training System	...	...	...	...	Pending	Apparatus and Method for Launching Mock Birds
International Patents	17-May-89	...	...	...	Pending	Beacon/Sensor activated by Remote Hand-Held Transmitter
Ingestible Animal Temperature Sensor	17-May-89	...	...	...	Pending	Device and System to Monitor Electroshock Stimulus
Method of Determining Physiological State of A Ruminant Animal Using an Ingestible Bolus	...	...	...	...	Pending	Device which directs a pressure pulse as animal behavior control
Pet Locator System	19-Feb-89	...	...	...	Pending	System for controlling behavior of animal through electrical stimulation
Person Locating System	3-Dec-88	...	...	...	Pending	System to monitor core temperature of ruminant animals
License Agreements	...	9-May-00	Doc. 297,633	...	Issued	System and apparatus for monitor of core temp with ingestible bolus
LaFrance Corporation	...	...	...	...	Issued	Electronic system for tracking and locating a movable object

Intellectual Property

TRADEMARK

REEL: 002316 FRAME: 0722

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 B
Trademarks

Schedule C
Licenses

LaFrance Corporation

May 9, 2000

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

RECORDED: 06/14/2001

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