

RE

RECOF



101884476

To the Director - U.S. Patents and trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Canine Acquisitions Company, Inc. **10-9-01**  
 Individual(s)     Limited Partnership  
 General Partnership     Association  
 Corporation-State  
 Other  
 Additional name(s) of conveying party(ies) attached?  
 Yes     No

2. Name and address of receiving party(ies):  
 Name: Innotek Pet Products, Inc.  
 Street Address: One Innoway  
 City: Garrett    State: Indiana  
 Zip: 46783

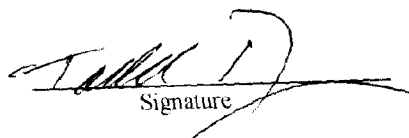
3. Nature of conveyance:  
 Assignment     Merger  
 Security Agreement     Change of Name  
 Other \_\_\_\_\_  
 Execution Date: January 24, 2001

Individual(s)    Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State \_\_\_\_\_  
 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 Registration Number(s):  
 A. Trademark Application No.(s):  
 B. Trademark Registration No.(s):  
 Additional Numbers attached?  Yes     No **75108029**

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Todd T. Taylor  
Taylor & Aust, P.C.  
142 S. Main Street  
P.O. Box 560  
Avilla, IN 46710

6. Total number of applications and registrations involved: 52  
 7. Total fee (37 CFR 3.41): \$ 59.00  
 Enclosed  
 Authorized to be charged to deposit account if any deficiencies.  
 8. Deposit Account Number: 20-0095  
 (Attach duplicate copy of this page if paying by deposit account)

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.  
Todd T. Taylor Reg No. 36,945        October 3, 2001  
 Name of Person Signing    Signature    Date

10/23/2001 JJALLAH2 00000022 200095 75108029  
 01 FC:482    16.00 CH    59.00 DP

# Schedule A 1

Mark	Country	Application No. & Application Date	Registration No. & Registration Date
ALWAYS THERE...FOR THE LIFE OF YOUR PET	U.S.	75/108,029	2,075,481
		05/22/1996	07/01/1997
BREAK ALERT	U.S.	75/127,815	2,087,416
		07/01/1996	08/12/1997
C.A.T.S CAT AVOIDANCE TRAINING SYSTEM (Stylized)	U.S.	75/712,685	
		05/24/1999	
COMPUTER-COLLAR	U.S.	74/518,767	1,974,162
		04/29/1994	05/14/1996
DEER GO, DOGS STAY, CROPS GROW, PROFITS SOAR	U.S.	74/688,474	2,116,631
		06/15/95	11/25/97
Dog and Deer Design	U.S.	74/689,054	2,118,263
		06/15/95	12/02/97
IF INVISIBLE FENCING PET CONTAINMENT (and 2 Dogs and Cat Design)	U.S.	75/102,468	2,088,967
		05/10/96	08/19/97
IF INVISIBLE FENCING and Design	U.S.	74/101,279	1,657,246
		09/26/90	09/17/91
IFCO	U.S.	75/389,712	
		11/13/97	
IN-HOME	U.S.	75/439,823	2,289,566
		02/24/98	10/26/99

<b>Mark</b>	<b>Country</b>	<b>Application No. &amp; Application Date</b>	<b>Registration No. &amp; Registration Date</b>
INBOUNDS	U.S.	75/043,138 03/27/90	1,650,004 07/09/91
INVISIBLE	U.S.	74/228,652 12/09/91	1,765,230 04/13/93
INVISIBLE BARRIER	U.S.	74/022,318 01/25/90	1,695,218 06/16/92
INVISIBLE BOUNDARY	U.S.	74/008,675 12/07/89	1,687,015 05/12/92
INVISIBLE FENCE	U.S.	73/799,748 05/12/89	1,600,470 06/12/90
INVISIBLE FENCE and Dog Design	U.S.	75/704,467 05/11/99	
INVISIBLE FENCE BRAND YOUR DOG (Stylized)	U.S.	75/712,983 05/24/99	
INVISIBLE FENCE KNUCKLES and Design	U.S.	74/673,358 05/11/95	2,007,757 10/15/96
INVISIBLE FENCING	U.S.	73/490,278 07/17/84	1,371,021 11/19/85
INVISIBLE FENCING CELEBRATING 25 YEARS PROTECTING PETS and Design	U.S.	75/455,194 03/23/98	2,353,107 05/30/00
INVISIBLE FENCING CELEBRATING 25 YEARS PROTECTING PETS and Design	U.S.	75/454,937 03/23/98	2,294,098 11/23/99

<b>Mark</b>	<b>Country</b>	<b>Application No. &amp; Application Date</b>	<b>Registration No. &amp; Registration Date</b>
INVISIBLE FENCE DOGS' LIFE	U.S.	75/581,151 11/2/98	
INVISIBLE GATE	U.S.	75/688,567 4/21/99	
INVISIBLE MASK	U.S.	74/673,736 05/15/95	1,966,900 04/09/96
INVISIBLE POWER	U.S.	74/361,368 02/19/93	1,849,121 08/09/94
INVISIBLE SENTRY	U.S.	75/467,637 04/14/98	
Miscellaneous Cats Design	U.S.	75/492,269 05/28/98	2,271,967 08/24/99
OFF-LIMITS	U.S.	74,007,969 11/06/69	1,624,577 11/27/90
PETCENTRAL	U.S.	74/686,175 06/09/95	2,027,880 12/31/96
PET KEEPER	U.S.	75/200,973 11/20/96	2,226,580 02/23/99
POWERCAP	U.S.	74/553,855 07/26/94	1,931,082 10/31/95
PREMIUM DOG MANAGEMENT	U.S.	74/432,291 09/03/93	2,003,355 09/24/96

Mark	Country	Application No. & Application Date	Registration No. & Registration Date
PROJECT PETA SAVE	U.S.	74/475,516 04/28/98	2,294,150 11/23/99
ROOM KEEPER	U.S.	75/491,854 05/28/98	2,268,836 08/10/99
Running Dogs Design	U.S.	74/672,358 05/11/95	1,982,325 06/25/96
SAFE DOG	U.S.	74/315,778 09/18/92	1,865,194 11/29/94
SECURE DOG	U.S.	76/019,598 04/06/00	
SHARING THE RESPONSIBILITY FOR YOUR PET'S WELL- BEING	U.S.	74/164,647 05/08/91	1,784,764 07/27/93
SOFTWEAR	U.S.	74/518,772 04/29/94	1,977,202 05/28/96
SQUIRREL STINGER	U.S.	75/200,771 11/20/96	2,163,429 06/09/98
SUPERDOG	U.S.	74/688,475 06/15/95	1,980,989 06/18/96
THE FENCE THAT MAKES SENSE	U.S.	73/810,719 07/03/89	1,593,951 05/01/90
THE ONE-AND-ONLY, ORIGINAL, PET- SAFETY SYSTEM (Stylized)	U.S.	75/491,851 05/28/98	2,354,524 06/06/00

<b>Mark</b>	<b>Country</b>	<b>Application No. &amp; Application Date</b>	<b>Registration No. &amp; Registration Date</b>
THE VISIBLE DIFFERENCE	U.S.	75/031,941 12/13/95	2,030,017 01/14/97
WILD BILLS (Stylized)	U.S.	75/119,794 06/17/96	2,077,363 07/08/97
YOUR CAT SAFE @ HOME (Stylized)	U.S.	75/828,570 10/21/99	
YOUR PET SAFE @ HOME (Stylized)	U.S.	75/828,569 10/21/99	
YOUR DOG SAFE @ HOME	U.S.	75/606,734 12/16/98	
YOUR NEIGHBORHOOD PET CONTAINMENT PROFESSIONALS	U.S.	74/406,919 06/24/93	1,931,975 10/31/95
PROTECTING FAMILY PETS SINCE 1973.	U.S.	76/072,384 06/15/00	
SAFE CAT	U.S.	78/034,471 11/09/00	
SAFE PET	U.S.	78/034,477 11/09/00	

05-07-2001



SHEET

To the Director - U.S. Patents.

101702913

original documents or copy thereof.

1. Name of conveying party(ies): S-1-01  
 Canine Acquisitions Company, Inc.

Individual(s)       Limited Partnership  
 General Partnership    Association  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  
 Yes    No

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 Street Address: One Innova  
 City: Garrett      State: Indiana  
 Zip: 46783

**RECEIVED**  
 MAY - 1 2001

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 Other \_\_\_\_\_

Execution Date: January 24, 2001

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 Limited Partnership \_\_\_\_\_  
 Corporation - State \_\_\_\_\_  
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Refund Ref: 05/07/2001 6TON11 0000104836

CHECK Refund Total: \$16.00

8. Deposit Account Number: 20-0095  
 (Attach duplicate copy of this page if paying by deposit account)

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.

Todd T. Taylor Reg No. 36,945  
 Name of Person Signing

Signature

April 27, 2001  
 Date

05/07/2001 6TON11 00000064 75108029

01 FC:481      40.00 OP  
 02 FC:482      1200.00 OP

ASSIGNMENT A1

This is an Assignment by IFCO Enterprises, Inc. ("IFCO"), a Pennsylvania corporation, having a place of business at 355 Phoenixville Pike, Malvern, PA 19355, to Canine Acquisition Company, Inc. ("CAC"), a Delaware corporation, having a place of business at c/o Innotek, Inc., 1000 Fuller Drive, Garrett, IN 46738, effective on the last of the signature dates herein below ("Effective Date").

WHEREAS, IFCO and CAC have entered into an Asset Purchase Agreement dated December 22, 2000.

WHEREAS, pursuant to said Asset Purchase Agreement, IFCO transfers ownership knowhow, inventions (conceived or reduced to practice), confidential and proprietary information, developments, improvements and modifications, including, without limitation, compositions, processing data, characterization information, engineering, design and production information, formulations, methodologies and processes, and intellectual property rights associated therewith, including, without limitation, patent rights, trade secret rights, copyrights, trade dress rights, trademark and service mark rights, particularly including the trademark and service mark rights listed on Schedule A 1 through 13 and patent rights listed in Schedule B 1 through 11, (collectively "Intellectual Property") to CAC.

WHEREAS, IFCO and CAC are desirous of transferring record title to the Intellectual Property and all U.S. and foreign applications, registrations and issued patents therefor, to CAC.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, IFCO does hereby assign to CAC all right, title and interest in and to the Intellectual Property together with all associated goodwill and all U.S. and foreign registrations, applications and issued patents therefor, particularly the rights listed in Schedule A 1 through 13 and B 1 through 11, and the right to sue for past infringement.

IFCO ENTERPRISES, INC.

Date: \_\_\_\_\_

By: Richard D. Mellinger

Name: RICHARD D MELLINGER

Title: PRESIDENT

State of Ohio )  
County of Cuyahoga )SS.

Subscribed and sworn before me on this 24th day of January 2001,

by Richard D. Mellinger

(print name of signor above)

My Commission Expires,

Ronald J. Teplitzky  
(Notary Public signature)

KONALD J. TEPLITZKY, Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 R.C.

TRADEMARK