04-09-2002

ET

To the Director - U.S. Patents and 102048715 ...ginal documents or copy thereof.

1. Name of conveying party(ies):

IFCO Enterprises, Inc. 3-26-02

___ Individual(s) __ Limited Partnership
___ General Partnership __Association
_X_ Corporation-State Pennsylvania
___ Other
Additional name(s) of conveying party(ies) attached?
__ Yes _X_ No

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

Name: Canine Acquisition Company, Inc.

Street Address: 1000 Fuller Drive

City: Garrett State: Indiana

Zip: 46783

__ Individual(s) Citizenship
__ Association
__ General Partnership
__ Limited Partnership
X Corporation - State Delaware
__ 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

3. Nature of conveyance:

___ Assignment ___ Merger

___ Security Agreement ___ Change of Name

Other Corrected Assignment

Execution Date: January 24, 2001

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s): See Attached Schedule A1

B. Trademark Registration No.(s): See Attached Schedule A1

Additional Numbers attached? _X_ Yes __ No

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): $ 1,265.00
_X_ 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)

04/08/2002 TDIAZ1 00000172 200095 75108029
01 FC:481 40.00 OP
02 FC:482 50.00 CH 1225.00 OP

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

March 19, 2002
Date

# 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<br>05/22/1996 | 2,075,481<br>07/01/1997 |
| BREAK ALERT | U.S. | 75/127,815<br>07/01/1996 | 2,087,416<br>08/12/1997 |
| C.A.T.S CAT AVOIDANCE TRAINING SYSTEM (Stylized) | U.S. | 75/712,685<br>05/24/1999 | |
| COMPUTER-COLLAR | U.S. | 74/518,767<br>04/29/1994 | 1,974,162<br>05/14/1996 |
| DEER GO, DOGS STAY, CROPS GROW, PROFITS SOAR | U.S. | 74/688,474<br>06/15/95 | 2,116,631<br>11/25/97 |
| Dog and Deer Design | U.S. | 74/689,054<br>06/15/95 | 2,118,263<br>12/02/97 |
| IF INVISIBLE FENCING PET CONTAINMENT (and 2 Dogs and Cat Design) | U.S. | 75/102,468<br>05/10/96 | 2,088,967<br>08/19/97 |
| IF INVISIBLE FENCING and Design | U.S. | 74/101,279<br>09/26/90 | 1,657,246<br>09/17/91 |
| IFCO | U.S. | 75/389,712<br>11/13/97 | |
| IN-HOME | U.S. | 75/439,823<br>02/24/98 | 2,289,566<br>10/26/99 |

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

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

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

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

10-24-2001

RECOR

RE

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 X No

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

Name: Innotek Pet Products, Inc.

Street Address: One Innoway

City: Garrett State: Indiana

Zip: 46783

__ 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

3. Nature of conveyance:

___ Assignment ___ Merger

___ Security Agreement ___ Change of Name

Other

Execution Date: January 24, 2001

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

75108029

Additional Numbers attached? X Yes X No

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
X 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
Name of Person Signing

Signature

October 3, 2001
Date

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

**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: January 24, 2001

By: Richard D. Mellinger

Name. RICHARD D MELLINGER

Title: PRESIDENT

State of Ohio )
)SS.
County of Cuyahoga )

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

by Richard D. Mellinger

(print name of signor above)

Ronald J. Teplitzky

(Notary Public signature)

My Commission Expires,

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