Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date Entity Type	
Innotek, Inc.		01/25/2001	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	1900 East Ninth Street
City:	Cleveland
State/Country:	ОНЮ
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Serial Number:	75444731	ADVANTAGE PLUS
Serial Number:	76297053	COMMAND SERIES
Serial Number:	75852800	CONTAIN 'N' TRAIN
Serial Number:	76405875	CUT TO THE CHASE
Serial Number:	75833142	DRIVEWAY GUARDIAN
Serial Number:	76373124	ENJOY YOUR DOG
Serial Number:	76299258	FREE SPIRIT
Serial Number:	75608880	INNOTEK
Serial Number:	76037098	INNOTEK
Serial Number:	78428385	CONSTELLATION
Serial Number:	78498002	READYTEST
Serial Number:	75083340	RETRIEVER TRAINER
Serial Number:	76166411	RETRIEVER TRAINER
Serial Number:	75608700	SMART DOG
		TRADEMARK

TRADEMARK
REEL: 003164 FRAME: 0588

900032656

Serial Number:	75901663	SMART TRAINING
Serial Number:	75503174	TRACK & TRAIN
Serial Number:	78498000	ULTRASMART
Serial Number:	75108029	ALWAYS THEREFOR THE LIFE OF YOUR PET
Serial Number:	78203096	BEST DOG
Serial Number:	75127815	BREAK ALERT
Serial Number:	78570428	BREAK ALERT MONITOR
Serial Number:	78233483	COMPUTER COLLAR
Serial Number:	74043138	INBOUNDS
Serial Number:	75439823	IN-HOME
Serial Number:	74228652	INVISIBLE
Serial Number:	74008675	INVISIBLE BOUNDARY
Serial Number:	73799748	INVISIBLE FENCE
Serial Number:	74673358	INVISIBLE FENCE KNUCKLES
Serial Number:	75704467	INVISIBLE FENCE BRAND
Serial Number:	75712983	INVISIBLE FENCE BRAND YOUR DOG
Serial Number:	73490278	INVISIBLE FENCING
Serial Number:	75455194	INVISIBLE FENCING CELEBRATING 25 YEARS PROTECTING PETS
Serial Number:	75454937	INVISIBLE FENCING CELEBRATING 25 YEARS PROTECTING PETS
Serial Number:	74101279	IF INVISIBLE FENCING
Serial Number:	75102468	IF INVISIBLE FENCING PET CONTAINMENT
Serial Number:	75688567	INVISIBLE GATE
Serial Number:	74361368	INVISIBLE POWER
Serial Number:	75467637	INVISIBLE SENTRY
Serial Number:	75492269	
Serial Number:	78571193	
Serial Number:	74672358	
Serial Number:	74007969	OFF-LIMITS
Serial Number:	74686175	PET CENTRAL
Serial Number:	75200973	PET KEEPER
Serial Number:	74553855	POWER CAP
Serial Number:	75475516	PROJECT PETSAVE
Serial Number:	76072384	PROTECTING FAMILY PETS SINCE 1973
		TDADEMADIA

Serial Number:	75491854	ROOM KEEPER
Serial Number:	74315778	SAFE DOG
Serial Number:	78034477	SAFE PET
Serial Number:	74164647	SHARING THE RESPONSIBILITY FOR YOUR PET'S WELL BEING
Serial Number:	78472993	SHIELD
Serial Number:	78472991	SHIELDS
Serial Number:	74518772	SOFTWEAR
Serial Number:	74688475	SUPERDOG
Serial Number:	73810719	THE FENCE THAT MAKES SENSE
Serial Number:	75491851	THE ONE-AND-ONLY, ORIGINAL, PET-SAFETY SYSTEM
Serial Number:	75828570	YOUR CAT SAFE @ HOME
Serial Number:	78203137	YOUR DOG BEHAVING @ HOME
Serial Number:	75606734	YOUR DOG SAFE @ HOME
Serial Number:	74406919	YOUR NEIGHBORHOOD PET CONTAINMENT PROFESSIONALS
Serial Number:	76524075	ZONES
Serial Number:	76527873	INVISIBLE TECHNOLOGIES
Serial Number:	75389712	IFCO
Serial Number:	75828569	YOUR PET SAFE @ HOME
Serial Number:	74673736	INVISIBLE MASK

CORRESPONDENCE DATA

Fax Number: (216)363-4607

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216-363-4466

Email: trademark@bfca.com

Correspondent Name: Rita Kline

Address Line 1: 200 Public Square Address Line 2: 2300 BP Tower

Address Line 4: Cleveland, OHIO 44114-2378

NAME OF SUBMITTER:	Rita Kline
Signature:	/Rita Kline/
Date:	09/23/2005

Total Attachments: 12 source=INNOTEK#page1.tif source=INNOTEK#page2.tif



CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENT

This Contingent Patent, Trademark and License Assignment ("Assignment") is made by CANINE ACQUISITION COMPANY, INC. (to be known after the date hereof as Invisible Fence, Inc.) a Delaware 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 Agreement (defined below) and the other Related Writings.

INTRODUCTION:

WHEREAS, A. Assignor, Innotek, Inc., an Indiana corporation ("Borrower," and together with Assignor, "Borrowers"), Agent and the lending institutions named in Schedule 1 of the Credit Agreement (collectively, "Banks," and individually, "Bank"), are parties to an Amended and Restated Credit and Security Agreement dated as of January 25, 2001 (that Amended and Restated Credit and Security Agreement, as amended and as the same may be further 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 Forty-Five Million Dollars (\$45,000,000), which amount shall be available to Borrowers 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 Borrowers 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 Borrowers 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. <u>Incorporation of Credit Agreement</u>. 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. <u>Assignment of Patents</u>. 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 <u>Schedule C</u> 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. <u>Security Interest in Trademarks and Goodwill</u>. 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.
- New Patents, Trademarks, and Licenses. Assignor represents and warrants that the 5. 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. <u>Representations and Warranties</u>. 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. <u>Duties of Assignor</u>. 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 mark applications 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. <u>Financing Statements; Documents</u>. 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. <u>Waivers</u>. 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. <u>Severability</u>. 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. <u>Modification</u>. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in <u>Paragraph 5</u> hereof or by a writing signed by the parties hereto.
- 16. <u>Cumulative Remedies; Effect on Credit Agreement</u>. 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. <u>Binding Effect; Benefits</u>. 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. <u>Governing Law</u>. 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 25th day of January, 2001.

Sign: Name: Notes (J. O.S. Troles (2) Sign: Lard Stelle Print Name: Sand Geler	CANINE ACQUISITION COMPANY, INC. (to be known after the date hereof as Invisible Fence Inc.) By: Print Name: MICHAEL & LANDAIGAN Its: CFO Address: 355 Phoenixville Pike
Fint Name. (Sind Gre wer	Malvern, PA 19355
STATE OF OHIO)) SS:	
COUNTY OF CUYAHOGA)	
The foregoing Contingent Patent, Tradem acknowledged before me this 24 ⁿ day of January, 2 corporation.	ark and License Assignment was executed and 2001, by MCKAGL R. LANDONG On behalf of the Notary Public My commission expires:
Accepted at Cleveland, Ohio,	
as of January, 2001	KAREN L. KOOZER, Notery Public State of Ohio
NATIONAL CHIX BANK, as agent	My Commission Expires April 14, 2001
By:	
Its:	
ν	

SCHEDULE A PATENTS

TITLE	SER. NO.	APP. DATE	REG. NO.	ISSUE DATE
ANIMAL CONFINEMENT/TRAINING SYSTEM	9039831	16-Mar-1998	6,019,066	1-Feb-2000
ANIMAL SHOCK COLLAR WITH LOW IMPEDANCE TRANSFORMER	9241360	29-Jan-1999	6,184,790	6-Feb-2001
ANIMAL SHOCK COLLAR WITH LOW IMPEDANCE TRANSFORMER	9776146	2-Feb-2001	6,459,378	1-Oct-2002
WIRELESS PET CONFINEMENT SYSTEM	9324097	1-Jun-1999	6,163,261	19-Dec-2000
ELECTROSHOCK STIMULUS MONITORING METHOD AND APPARATUS	9458873	10-Dec-1999	6,327,999	11-Dec-2001
REMOTE CONTROLLED MOCK BIRD LAUNCHER	9360615	5-Aug-1999	6,318,350	20-Nov-2001
COMBINATION CONFINEMNT SYSTEM AND BARK INHIBITOR	8695883	12-Aug-1996	5,799,618	1-Sep-1998
COMBINATION CONFINEMNT SYSTEM AND BARK INHIBITOR	9060573	15-Apr-1998	6,058,889	9-May-2000
ANMAL SEPARATOR SYSTEM	8395319	28-Feb-1995	5,636,597	10-Jun-1997
COMBINATION CONFINEMNT SYSTEM AND REMOTE TRAINING SYSTEM	8366989	30-Dec-1994	5,559,498	24-Sep-1996
COLLAPSIBLE ANTENNA	8792696	29-Jan-1997	5,886,672	23-Mar-1999
COVER PLATE FOR A WIRE EMBEDDED COLLAR	29065563	29-Jan-1997	D417835	21-Dec-1999
ACOUSTIC ANNUNCIATOR FOR AUDIO TRACKING COLLARS	9098727	17-Jun-1998	6,069,844	30-May-2000
STIMULATION DEVICE AND TECHNIQUE	8607799	27-Feb-1996	5,913,284	22-Jun-1999
STIMULATION DEVICE AND TECHNIQUE	9039884	16-Mar-1998	6,073,589	13-Jun-2000
PROGRAMMABLE ANIMAL COLLAR	9014948	28-Jan-1998	5,923,254	13-Jun-1999
WIRE EMBEDDED COLLAR WITH ELETRONIC COMPONENT ATTACHMENT	901477	28-Jan-1998	5,934,225	10-Aug-1999
WIRELESS CONFINEMENT AND TRAINING SYSTEM FOR AN ANIMAL	9717505	21-Nov-2000	6,431,122	13-Aug-2002
WIRELESS TRANSMITTER FOR AN ANIMAL CONFINEMENT SYSTEM	29152210	14-Feb-2001	D467826	13-Dec-2002
AUTOMATIC POSITIVE BEHAVIOR REINFORCEMENT TRAINER	10079242	20-Feb-2002	6,651,592	25-Nov-2003
HAND HELD WIRELESS TRANSMITTER		21-May-2002		17-Jun-2003
PRESSURE PULSE PROBE FOR ANIMAL BEHAVIOR CORRECTION	9442288	19-Nov-1999		26-Mar-2002
ANIMAL STIMULATOR	9006718	14-Jan-1998	5,911,198	26-Mar-2002
PET LOCATOR SYSTEM	9026058	19-Feb-1998	6,114,957	5-Sep-2000
INGESTIBLE ANIMAL TEMPERATURE SENSOR	8918607	22-Aug-1997	5,984,875	16-Nov-1999
INGESTIBLE ANIMAL TEMPERATURE SENSOR	9210175	11-Dec-1998	6,099,482	8-Aug-2000
INGESTIBLE ANIMAL TEMPERATURE SENSOR	9621919	24-Jun-2000	6,371,927	16-Apr-2002
DGPS ANIMAL CONTAINMENT SYSTEM	10758616	14-Jan-2004		
RISING STIMULATION MODIFICATION	10840185	6-May-2004		
PET DOOR		15-Jun-2004		
CLIP-ON	60/620469	20-Oct-2004		
SYSTEM FOR COMMUNICATING CONTROL SIGNALS	60/528629	10-Dec-2003		
METHOD AND APPARATUS FOR COMMUNICATING CONTROL SIGNALS	10/829916	21-Apr-2004		
METHOD AND APPARATUS FOR COMMUNICATING A RANDOMIZED SIGNAL	10/829915	21-Apr-2004		
METHOD AND APPARATUS FOR COMMUNICATING AN ANIMAL CONTROL SIGNAL	10/830161	21-Apr-2004		
METHOD AND APPARATUS FOR VARYING ANIMAL CORRECTION SIGNALS	10/830174	21-Apr-2004		
SYSTEM FOR CONTROLLING THE MOVEMENT OF AN ANIMAL	7370702	23-Jun-1989	4,967,695	6-Sep-1990
ELETRONIC ANIMAL CONTROL SYSTEM TRANSMITTER WITH VARIABLE PHASE CONTROL	8652695	30-May-1996		16-Feb-1999
ANIMAL CONTROL DEVICE	8109132	19-Aug-1993	5,425,330	20-Jun-1995
MULTI-CHANNEL ANIMAL CONTROL DEVICE WITH EXTERNAL DATA COMMUNICATION	8182489	14-Jan-1994	5,435,271	25-Jun-1995

SCHEDULE A PATENTS

TITLE	SER. NO.	APP. DATE	REG. NO.	ISSUE DATE
ELECTRONIC DEVICE HAVING A REMOVABLE BATTERY PACK ASSEMBLY	8107868	18-Aug-1993	5,445,900	29-Aug-1995
ELECTRONIC DEVICE HAVING A REMOVABLE BATTERY PACK ASSEMBLY	8182604	14-Jan-1994	5,476,729	19-Dec-1995
PROGRAMMING APPARATUS FOR PROGRAMMABLE ANIMAL CONTROL DEVICE	8295380	24-Aug-1994	5,533,569	9-Jul-1996
LOAD-ACTIVATED ANIMAL ANIMAL CONTROL SYSTEM	9102297	22-Jun-1998	6,065,427	23-May-2000
ELECTRONIC ANIMAL CONTROL SYSTEM WITH LIGHTNING ARRESTOR	7519159	4-May-1990	4,996,945	5-Mar-1991
ELECTRODE DEVICE FOR AN ELECTRIC SHOCK GENERATOR CARRIED ON AN ANIMAL COLLAR	7830401	31-Jan-1992	5,207,178	4-May-1993
GOLF CART CONTROL SYSTEM	7455566	21-Dec-1989	5,053,768	1-Oct-1991

SCHEDULE A PATENTS

TITLE	SER. NO.	APP. DATE	REG. NO.	ISSUE DATE
COMBINED SIGNAL RECEIVER AND BUCKLE AND CLAMP UNIT	7815976	31-Dec-1991	D336055	1-Jun-1993
FOR AN ANIMAL COLLAR				
ANIMAL COLLAR ARRANGEMENT	7828689	31-Jan-1992	5,161,485	10-Nov-1992
ECHO-RANGING ELECTRONIC BOUNDARY SYSTEM	8995085	19-Dec-1997	6,151,276	21-Nov-2000
SATELLITE RELAY COLLAR AND PROGRAMMABLE ELETRONIC	8995084	19-Dec-1997	6,043,748	28-Mar-2000
BOUNDARY SYSTEM FOR THE CONTAINMENT OF ANIMALS				
SATELLITE ANIMAL CONTAINMENT SYSTEM WITH	8358622	21-Jun-1999	6,271,757	7-Aug-2001
PROGRAMMABLE BOUNDARIES				
SATELLITE ANIMAL CONTAINMENT SYSTEM WITH	9891749	26-Jun-2001	6,700,492	2-Mar-2004
PROGRAMMABLE BOUNDARIES				
COMBINED SIGNAL RECEIVER AND BUCKLE AND CLAMP UNIT	7668404	11-Mar-1991	D330173	13-Oct-1992
FOR A DOG COLLAR				
SIGNAL TRANSMITTER	7648626	1-Feb-1991	D330685	3-Nov-1992
ELECTRONIC ANIMAL CONTROL SYSTEM WITH MASKING SIGNAL	8449211	24-May-1995	5,576,694	19-Nov-1996
GENERATOR			·	

SCHEDULE B TRADEMARKS

MARK	SER. NO.	APP. DATE	REG. DATE	REG. DATE
ADVANTAGE PLUS	75/444,731	4-Mar-1998	2,315,452	8-Feb-2000
COMMOND SERIES	76/297,053	8-Aug-2001	2,567,368	7-May-2002
CONSTELLATION	78/428,385	2-Jun-2004		
CONTAIN 'N' TRAIN	75/852,800	18-Nov-1999	2,583,931	18-Jun-2002
CUT TO THE CHASE	76/405,875	10-May-2002	2,296,998	
DRIVEWAY GUARDIAN	75/833,142	27-Oct-1999		
ENJOY YOUR DOG	76/373,124	20-Feb-2002	2,662,969	
FREE SPIRIT	76/299,258	14-Aug-2001	2,582,042	
INNOTEK	75/608,880	18-Dec-1998		
INNOTEK & DESIGN	76/037,098	28-Apr-2000		26-Mar-2002
READYTEST	78/498,002	11-Oct-2004		
RETRIEVER TRAINER	75/083,340	3-Apr-1996		20-May-1997
RETRIEVER TRAINER	76/166,411	16-Nov-2000		11-Feb-2003
SMART DOG	75/608,700	18-Dec-1998		12-Dec-2000
SMART TRAINING	75/901,663	24-Jan-2000		10-Sep-2002
TRACK & TRAIN	75/503,174	16-Jun-1998		
ULTRASMART	78/498,000	11-Oct-2004		10 001 1000
ALWAYS THEREFOR THE LIFE OF YOUR PET	75/108,029	22-May-1996		1-Jul-1997
BEST DOG	78/203,096	14-Apr-2003		1 001 1007
BREAK ALERT	75/127,815	1-Jul-1996		12-Aug-1997
BREAK ALERT MONITOR	78/570,428	18-Feb-2005	2,007,410	12 Aug 1001
COMPUTER COLLAR	78/233,483	3-Apr-2003	2 823 408	16-Mar-2004
IFCO	75/389,712	13-Nov-1997	2,446,681	
INBOUNDS	74/043,138	27-Mar-1990		
IN-HOME	75/439,823	24-Feb-1998		
INVISIBLE	74/228,652	9-Dec-1991	1,765,230	
INVISIBLE BARRIER	74/022,318	25-Feb-1990		
INVISIBLE BOUNDARY	74/022,318	7-Dec-1989	·	12-May-1992
INVISIBLE FENCE	73/799,748	12-May-1989	, ,	
INVISIBLE FENCE & DESIGN (Knuckles)	74/673,358	11-May-1995		
INVISIBLE FENCE & DESIGN (dog)	75/704,467	11-May-1999		
INVISIBLE FENCE BRAND YOUR DOG & DESIGN	75/712,983	24-May-1999		
(STYLIZED)	73/112,903	24-May-1999	2,320,730	10-060-2001
INVISIBLE FENCING	73/490,278	17-Jul-1984	1,371,021	19-Nov-1985
INVISIBLE FENCING & DESIGN (dog)	75/455,194	23-Mar-1998		30-May-2000
INVISIBLE FENCING & DESIGN (dog)	75/454,937	23-Mar-1998		23-Nov-1999
INVISIBLE FENCING & DESIGN (IF)	74/101,279	26-Sep-1990		17-Sep-1991
INVISIBLE FENCING PET CONTAINMENT &	75/102,468	10-May-1996		
DESIGN (2 dogs and cat)	, , , , , , , ,		_,,,,,,,,	
INVISIBLE GATE	75/688,567	21-Apr-1999	2,472,142	24-Jul-2001
INVISIBLE MASK	74/673,736	15-May-1995	1,966,900	9-Apr-1996
INVISIBLE POWER	74/361,368	19-Feb-1993	1,849,121	
INVISIBLE SENTRY	75/467,637	14-Apr-1998	2,559,160	9-Apr-2002
MISC DESIGN (CATS DESIGN	75/492,269	28-May-1998		24-Aug-1999
MISC DESIGN (DOG HEAD LOGO)	78/571,193	19-Feb-2005		<u> </u>
MISC DESIGN (RUNNING DOGS DESIGN	74/672,358	11-May-1995	1,982,325	25-Jun-1996
OFF-LIMITS	74/007,969	16-Nov-1989	1,624,577	
PET CENTRAL	74/686,175	9-Jun-1995		
PET KEEPER	75/200,973	20-Nov-1996	2,226,580	
POWER CAP	74/553,855	26-Jul-1994		31-Oct-1995
PROJECT PETSAVE	75/475,516	28-Apr-1998		

SCHEDULE B TRADEMARKS

MARK	SER. NO.	APP. DATE	REG. DATE	REG. DATE
PROTECTING FAMILY PETS SINCE 1973	76/072,384	15-Jun-2000	2,670,516	13-Dec-2002
ROOM KEEPER	75/491,854	28-May-1998	2,268,836	10-Aug-1999
SAFE DOG	74/315,778	18-Sep-1992	1,865,194	29-Nov-1994
SAFE PET	78/034,477	6-Nov-2000		
SHARING THE RESPONSIBILITY FOR YOUR PET'S WELL BEING	74/164,647	8-May-1991	1,784,764	27-Jul-1993
SHIELD	78/472,993	25-Aug-2004		
SHIELDS	78/472,991	25-May-2004		
SOFTWEAR	74/518,772	29-Apr-1994	1,977,202	28-May-1996
SUPERDOG	74/688,475	15-Jun-1995	1,980,989	18-Jun-1996
THE FENCE THAT MAKES SENSE	73/810,719	3-Jul-1989	1,593,951	1-May-1990
THE ONE-AND-ONLY ORIGINAL, PET-SAFETY SYSTEM	75/491,851	28-May-1998	2,354,524	6-Jun-2000
YOUR CAT SAFE @HOME (STYLIZED)	75/828,570	21-Oct-1999	2,765,835	16-Sep-2003
YOUR DOG BEHAVING @ HOME	78/203,137	14-Jan-2003	2,870,568	3-Aug-2004
YOUR DOG SAFE @ HOME	75/606,734	16-Dec-1998	2,476,783	7-Aug-2001
YOUR NEIGHBORHOOD PET CONTAINMENT PROFESSIONALS	74/406,919	24-Jun-1993	1,931,975	31-Oct-1995
YOUR PET SAFE @ HOME (STYLIZED)	75/828,569	21-Oct-1999	2,772,724	7-Oct-2003
ZONES	76/524,075	12-Jun-2003		
INVISIBLE TECHNOLOGIES	76/527,873	26-Jun-2003		

RECORDED: 09/23/2005