

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

	Trademark/ Service Mark	Registration/ Application No.	International Class
1.	PETSAFE WIRELESS PET CONTAINMENT SYSTEM	Reg. 2,984,125	9
2.	PETSAFE WELLNESS BED	Reg. 2,993,215	20
3.	INSTANT FENCE	2,962,056	9
4.	PROHUNTER	Reg. 2,851,003	9
5.	SPORTTRAINER	Reg. 2,969,865	9
6.	ADD-A-DOG	Reg. 2,877,363	18
7.	SPORTHUNTER	Reg. 2,875,820	9, 18
8.	PETSAFE VILLAGE	Reg. 2,902,397	35, 41, 44
9.	RADIO FENCE	Reg. 3,071,010	9
10.	GUARDIAN	Reg. 3,085,566	9, 18, 19
11.	PETSAFE	Reg. 2,875,312	6, 9, 19, 35, 41
12.	PETSAFE TRAINING SYSTEMS	Reg. 2,723,564	6, 19
13.	PETSAFE	Reg. 2,699,907	6, 19

	Trademark/Service Mark	Registration/ Application No.	International Class
14.	PRO-LITE	Reg. 2,832,603	9
15.	SAFE PETS, HAPPY OWNERS	Reg. 2,926,513	9, 41
16.	PETKEY	Reg. 2,721,910	9
17.	PETSAFE TRAINING SYSTEMS	Reg. 2,618,673	9, 18
18.	SQUIRREL SCATTER ELECTRONIC BIRD FEEDER	Reg. 2,565,580	9
19.	PETSAFE	Reg. 2,502,307	9, 18
20.	RADIO FENCE	Reg. 2,242,466	9
21.	RADIO SYSTEMS	Reg. 2,181,823	9
22.	UNDERGROUND FENCE	Reg. 1,796,849	9
23.	JOHNSON PET-DOR	Reg. 1,642,088	19
24.	JOHNSON	Reg. 1,007,892	19
25.	ULTIMATE-PET-DOR	Reg. 2,390,546	19
26.	INSTAFIT	Reg. 1,523,183	6
27.	GREATER FREEDOM	Reg. 1,442,714	6

	Trademark/ Service Mark	Registration/ Application No.	International Class
28.	PRO TX	App. 78/448,527	9
29.	PETSAFE BARK CONTROL	App. 78/377,767	18
30.	GUARDIAN	App. 78/275,078	20, 21
31.	PETEYE-D	App. 78/257,831	9, 42, 45
32.	NANO	App. 78/625,344	9
33.	SPORTDOG BRAND	App. 78/433,206	9, 18
34.	SPORTDOG	App. 78/265,987	9, 18
35.	RADIO SYSTEMS	App. 78/581,450	9, 18, 20, 21, 35, 41, 43, 44
36.	IDEA FETCH	App. 78/666,331	41
37.	SAFE PETS, HAPPY OWNERS	App. 78/200,453	6, 19
38.	PETSAFE PRO	App. 78/854,203	6, 9, 18, 19
39.	IN-GROUND RADIO FENCE	App. 78/845,185	9
40.	PETSAFE WIRELESS CRATE	App. 78/791,593	20
41.	WELLNESS BED	App. 78/758,950	20
42.	COMFORT FIT	App. 78/625,562	9, 18

	Trademark/ Service Mark	Registration/ Application No.	International Class
43.	GLOWGRIP	App. 78/723,340	9
44.	PETSAFE PROFESSIONAL	App. 76/370,603	35, 37, 41
45.	WETLANDHUNTER	App. 78/888,745	9
46.	GEAR THE WAY YOU'D DESIGN IT	App. 78/887,896	9, 18
47.	UPLANDBLAZE	App. 78/887,878	9
48.	PETSAFE AT HOME	App. 78/887,846	35, 37, 41, 44, 45
49.	FIELDTRAINER	App. 78/893,132	9
50.	HOUNDHUNTER	App. 78/892,889	9
51.	UPLANDHUNTER	App. 78/891,031	9
52.	PETSAFE MICRO I.D.	App. 78/921,279	9, 18
53.	PETSAFE MICRO I.D.	App. 78/909,839	18
54.	CAT VERANDA	App. 78/909,941	19
55.	REALHAWK	App. 78/904,930	9
56.	ADD-A-BEEPER	App. 78/904,758	9
57.	FROM LOST TO FOUND IN A FLASH	App. 78/921,273	9, 18

	Trademark/ Service Mark	Registration/ Application No.	International Class
59.	THE NEXT BEST THING TO YOU	78/955,348	35, 37, 41, 44, 45
60.	PETSAFE RESCUE SERVICES	78/955,523	39
61.	CAT WINDOOR	App. 78/974,742	19

TRADEMARK COLLATERAL AGREEMENT

This 15th day of September, 2006, Radio Systems Corporation, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 10427 Electric Avenue, Knoxville, Tennessee 37932, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

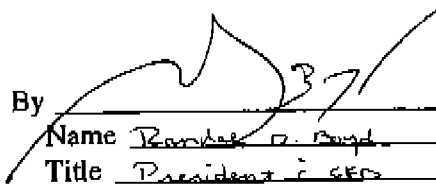
to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RADIO SYSTEMS CORPORATION

By 
Name Brandon R. Boyd
Title President & CEO

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RADIO SYSTEMS CORPORATION

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By *A Kelly*
Name Anne B. Kelly
Title Vice President