

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Invisible Fence, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank, as Administrative Agent

Internal _____

Address: _____

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: Ohio

Country: U.S. Zip: 45263

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Citizenship Ohio

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 15, 2006

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A, attached

B. Trademark Registration No.(s)

See Schedule A, attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: (312) 845-3919

Fax Number: (312) 803-5299

Email Address: bschneid@chapman.com

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,015.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0305

Authorized User Name Robert J. Schneider

9. Signature:



Signature

September 22, 2006

Date

Robert J. Schneider

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

2116576 / 1639186

700288359

TRADEMARK
REEL: 003396 FRAME: 0316

CH \$1016.00 500306 78203096

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

| <u>Mark</u> <u>Goods / Services</u> | <u>Serial No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---|-------------------|--------------------|-----------------|------------------|
| ALWAYS THERE...FOR THE LIFE OF YOUR PET | 75108029 | 22-May-1996 | 2075481 | 01-Jul-1997 |
| Cl. 9: Electrical animal confinement system comprising signal transmitter and receiver | | | | |
| BEST DOG | 78203096 | 14-Jan-2003 | | |
| Cl. 9: Electrical pet training systems, comprising electrical transmitter and receiver | | | | |
| BREAK ALERT | 75127815 | 01-Jul-1996 | 2087416 | 12-Aug-1997 |
| Cl. 9: Electrical circuit interrupt detector | | | | |
| BREAK ALERT MONITOR | 78570428 | 18-Feb-2005 | | |
| Cl. 9: Electrical circuit interrupt detector for indicating operational status of an animal containment system | | | | |
| COMPUTER COLLAR | 78233483 | 03-Apr-2003 | 2823408 | 16-Mar-2004 |
| Cl. 9: Signal receiver for electrical pet containment | | | | |
| IFCO | 75389712 | 13-Nov-1997 | 2446681 | 24-Apr-2001 |
| Cl. 9: Electrical animal confinement system comprising transmitter and receiver | | | | |
| INBOUNDS | 74043138 | 27-Mar-1990 | 1650004 | 09-Jul-1991 |
| Cl. 9: Electrical animal confinement system comprising a transmitter, wire and receiver | | | | |
| IN-HOME | 75439823 | 24-Feb-1998 | 2289566 | 26-Oct-1999 |
| Cl. 9: Indoor electrical pet containment system, comprising electrical transmitter and receiver | | | | |
| INTELLISAFE TECHNOLOGY & Design | 78684147 | 02-Aug-2005 | | |
| Cl. 9: Digital transmitters that provide for the emission of electronic radio signals to a receiver for an electronic animal containment system | | | | |
| INVISIBLE | 74228652 | 09-Dec-1991 | 1765230 | 13-Apr-1993 |
| Cl. 9: Electrical animal confinement system comprising transmitter, wire and receiver | | | | |
| INVISIBLE BARRIER | 74022318 | 25-Jan-1990 | 1695218 | 16-Jun-1992 |
| Cl. 9: Electrical wire for use with a transmitter | | | | |
| INVISIBLE BOUNDARY | 74008675 | 07-Dec-1989 | 1687015 | 12-May-1992 |
| Cl. 9: Electrical animal confinement system, comprising transmitters, wires and receivers | | | | |
| INVISIBLE FENCE | 73799748 | 12-May-1989 | 1600470 | 12-Jun-1990 |

| | | | | |
|--|----------|-------------|---------|-------------|
| Cl. 9: Electronic animal confinement unit comprising transmitters, electric transformers, wires and receiver collars | | | | |
| INVISIBLE FENCE BRAND & Design (Dog) | 75704467 | 11-May-1999 | 2453872 | 22-May-2001 |
| Cl. 9: Electrical animal confinement system comprising transmitter and receiver | | | | |
| INVISIBLE FENCE KNUCKLES & Design (Knuckles) | 74673358 | 11-May-1995 | 2007757 | 15-Oct-1996 |
| Cl. 9: Electrical animal confinement system comprising transmitter, wire and receiver | | | | |
| Cl. 25: Clothing, namely shirts, jackets, hats and sweaters | | | | |
| INVISIBLE FENCE BRAND YOUR DOG & Design | 75712983 | 24-May-1999 | 2520756 | 18-Dec-2001 |
| Cl. 9: Electrical animal confinement system comprising transmitter and receiver | | | | |
| INVISIBLE FENCING | 73490278 | 17-Jul-1984 | 1371021 | 19-Nov-1985 |
| Cl. 9: Electronic animal confinement unit comprising transmitters, electric transformers, wires, and receiver collars | | | | |
| IF INVISIBLE FENCING & Design (IF) | 74101279 | 26-Sep-1990 | 1657246 | 17-Sep-1991 |
| Cl. 9: Electrical system to regulate movement of movable objects comprising transmitters, wires and receivers | | | | |
| IF INVISIBLE FENCING PET CONTAINMENT & Design (2 dogs and cat) | 75102468 | 10-May-1996 | 2088967 | 19-Aug-1997 |
| Cl. 9: Electrical signal transmitter for use in the containment of animals | | | | |
| INVISIBLE GATE | 75688567 | 21-Apr-1999 | 2472142 | 24-Jul-2001 |
| Cl. 9: Electrical transmitters | | | | |
| INVISIBLE MASK | 74673736 | 15-May-1995 | 1966900 | 09-Apr-1996 |
| Cl. 9: Electrical transmitter for use with pet containment system | | | | |
| INVISIBLE POWER | 74361368 | 19-Feb-1993 | 1849121 | 09-Aug-1994 |
| Cl. 9: Battery back-up unit for electronic animal confinement system | | | | |
| INVISIBLE SENTRY | 75467637 | 14-Apr-1998 | 2559160 | 09-Apr-2002 |
| Cl. 9: Electrical transmitter including a sensor and indicator circuit for indicating operational status of an animal containment system | | | | |
| MISC. DESIGN (Retriever Logo) | 78571193 | 19-Feb-2005 | | |
| Cl. 9: Electronic animal containment systems comprising electrical transmitters and receivers. | | | | |
| OFF-LIMITS | 74007969 | 16-Nov-1989 | 1624577 | 27-Nov-1990 |
| Cl. 9: Electronic signal transmitters for sub-broadcast range frequencies | | | | |
| PET CENTRAL | 74686175 | 09-Jun-1995 | 2027880 | 31-Dec-1996 |
| Cl. 42: Providing on line information relative to pets and pet care products | | | | |
| PET KEEPER | 75200973 | 20-Nov-1996 | 2226580 | 23-Feb-1999 |

| | | | | | |
|--|----------|-------------|---------|-------------|--|
| Cl. 9: Electrical pet containment and restriction device comprising transmitter and receiver | | | | | |
| POWER CAP | 74553855 | 26-Jul-1994 | 1931082 | 31-Oct-1995 | |
| Cl. 9: Batteries and battery holders therefor sold as a unit | | | | | |
| PROTECTING FAMILY PETS SINCE 1973 | 76072384 | 15-Jun-2000 | 2670516 | 31-Dec-2002 | |
| Cl. 9: Pet containment system comprising transmitter and receiver | | | | | |
| ROOM KEEPER | 75491854 | 28-May-1998 | 2268836 | 10-Aug-1999 | |
| Cl. 9: Electrical animal confinement system comprising electrical transmitter and receiver | | | | | |
| SAFE DOG | 74315778 | 18-Sep-1992 | 1865194 | 29-Nov-1994 | |
| Cl. 9: Electronic signal receiver used as a part of electronic animal confinement system | | | | | |
| SAFE DOG MONITOR | 78772724 | 13-Dec-2005 | | | |
| Cl. 9: Electronic circuit interrupt detector for indicating operational status of an animal containment system | | | | | |
| SHARING THE RESPONSIBILITY FOR YOUR PET'S WELL BEING | 74164647 | 08-May-1991 | 1784764 | 27-Jul-1993 | |
| Cl. 9: Electrical animal confinement system comprising transmitter, wire and receiver | | | | | |
| SHIELDS | 78472991 | 25-Aug-2004 | 3115155 | 11-Jul-2006 | |
| Cl. 9: Electrical area avoidance and training system for pets, consisting of at least one wireless transmitter and a receiver collar, sold as a unit | | | | | |
| SUPERDOG | 74688475 | 15-Jun-1995 | 1980989 | 18-Jun-1996 | |
| Cl. 9: Electrical signal receiver for pet containment | | | | | |
| THE FENCE THAT MAKES SENSE | 73810719 | 03-Jul-1989 | 1593951 | 01-May-1990 | |
| Cl. 9: Electronic animal confinement system comprising transmitters, wires and receivers | | | | | |
| YOUR CAT SAFE @ HOME (Stylized) | 75828570 | 21-Oct-1999 | 2765835 | 16-Sep-2003 | |
| Cl. 9: Electrical pet containment system, comprising electrical transmitter and receiver | | | | | |
| YOUR DOG BEHAVING @ HOME | 78203137 | 14-Jan-2003 | 2870568 | 03-Aug-2004 | |
| Cl. 9: Electrical pet training systems, comprising electrical transmitters and receivers | | | | | |
| YOUR DOG SAFE @ HOME | 75606734 | 16-Dec-1998 | 2476783 | 07-Aug-2001 | |
| Cl. 9: Electrical pet containment system, comprising electrical transmitter and receiver | | | | | |
| YOUR NEIGHBORHOOD PET CONTAINMENT | 74406919 | 24-Jun-1993 | 1931975 | 31-Oct-1995 | |
| Cl. 9: Electrical animal confinement system comprising transmitter, wire and receiver | | | | | |

TRADEMARK COLLATERAL AGREEMENT

This 15th day of September, 2006, Invisible Fence, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at One Innoway, Garrett, Indiana 46738, 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 Radio Systems Corporation (the "*Borrower*"), Debtor and its affiliates as set out in that certain Security Agreement bearing even date herewith between the Borrower, 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.

INVISIBLE FENCE, INC.

By [Signature]
Name Ronald D. Boud
Title President and 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.

INVISIBLE FENCE, INC.

By _____
Name _____
Title _____

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

FIFTH THIRD BANK, as Administrative Agent

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