TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Recorded on June 20, 2001 at Reel/Frame No. 2320/0425

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National City Bank		09/14/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Innotek, Inc.
Street Address:	1000 Fuller Drive
City:	Garrett
State/Country:	INDIANA
Postal Code:	46738
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76037098	INNOTEK

CORRESPONDENCE DATA

Fax Number: (615)244-6804

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

Phone: 615-850-8567

Email: mplotkin@wallerlaw.com

Correspondent Name: Mark J. Plotkin
Address Line 1: 511 Union Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	RELEASE 2320/0425
NAME OF SUBMITTER:	Mark J. Plotkin
Signature:	/MARK J. PLOTKIN/

TRADEMARK REEL: 003396 FRAME: 0977

900058794

Date:	09/26/2006	
Total Attachments: 7		
source=RELEASE DOCUMENT - INNOTER	(#page1.tif	
source=RELEASE DOCUMENT - INNOTEK#page2.tif		
source=RELEASE DOCUMENT - INNOTEK#page3.tif		
source=RELEASE DOCUMENT - INNOTER	(#page4.tif	
source=RELEASE DOCUMENT - INNOTER	(#page5.tif	
source=RELEASE DOCUMENT - INNOTER	(#page6.tif	
source=RELEASE DOCUMENT - INNOTEK	(#page7 tif	

TRADEMARK
REEL: 003396 FRAME: 0978

RELEASE OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENTS

THIS RELEASE OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENTS (this "Release") is made and entered into as of this 15th day of September, 2006, by and between Innotek, Inc., an Indiana corporation ("Assignor"), Invisible Fence, Inc. (formerly known as Canine Acquisition Corporation), a Delaware corporation ("Invisible") and NATIONAL CITY BANK ("Agent").

WHEREAS, Assignor, certain lenders party thereto, and Agent entered into that certain Credit and Security Agreement, dated August 23, 2000 (the "Credit Agreement"); and

WHEREAS, in connection with the Credit Agreement, Assignor and Agent entered into that certain Contingent Patent, Trademark and License Assignment dated as of August 23, 2000 (the "<u>CPTLA</u>"), which was recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>"): (i) on March 5, 2001 (at Reel/Frame 2255/0186 - Trademarks); (ii) on March 15, 2001 (at Reel/Frame 011590/0428 - Patents); and (iii) on June 14, 2001 (at Reel/Frame 2316/0710 - Trademarks); and

WHEREAS, Assignor, Invisible (collectively, the "**Borrowers**"), certain lenders party thereto, and Agent entered into that certain Amended and Restated Credit and Security Agreement, dated January 25, 2001 (the "**Restated Credit Agreement**"); and

WHEREAS, in connection with the Restated Credit Agreement, Assignor entered into that certain Amended and Restated Contingent Patent, Trademark and License Assignment dated as of January 25, 2001 in favor of Agent (the "Amended and Restated CPTLA"), which was recorded with the USPTO: (i) on June 20, 2001 (at Reel/Frame 2320/0425 - Trademarks); and (ii) on March 5, 2001 (at Reel/Frame 2255/0084 - Trademarks); and

WHEREAS, the Borrowers, certain lenders party thereto, and Agent entered into that certain Second Amended and Restated Credit and Security Agreement, dated February 28, 2005 (the "<u>Second Restated Credit Agreement</u>"); and

WHEREAS, in connection with the Second Restated Credit Agreement, the Borrowers and Agent revised the schedules to the Amended and Restated CPTLA as set forth therein; and

WHEREAS, in connection with the Restated Credit Agreement and/or the Second Restated Credit Agreement, Invisible entered into that certain Contingent Patent, Trademark and License Assignment dated as of January 25, 2001 (the "Additional CPTLA"), which was recorded with the USPTO as a security interest against Assignor in favor of Agent: (i) on September 23, 2005

PAGE 1 OF 5 PAGE RELEASE OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENTS

TRADEMARK REEL: 003396 FRAME: 0979 (at Reel/Frame 3164/0588 - Trademarks); and (ii) on September 23, 2005 (at Reel/Frame 016580/0060 - Patents); and

WHEREAS, pursuant to the terms of the Credit Agreement, the Restated Credit Agreement, the Second Restated Credit Agreement, the CPTLA, the Amended and Restated CPTLA and the Additional CPTLA, the Borrowers granted Agent a security interest in all of their right, title and interest in and to certain property described therein, including, without limitation, certain intellectual property (collectively, the "Collateral").

WHEREAS, the Borrowers have fulfilled their obligations under the Credit Agreement, the Restated Credit Agreement, the Second Restated Credit Agreement, the CPTLA, the Amended and Restated CPTLA and the Additional CPTLA, and Agent desires to release its security interest in, lien on, and all other rights whatsoever in or with respect to the Collateral; and

WHEREAS, the Borrowers now request that Agent terminate and release any security interest in and lien on or any other rights of Agent in the Collateral of any kind or nature, including, without limitation, the security interests granted pursuant to the Credit Agreement, the Restated Credit Agreement, the Second Restated Credit Agreement, the CPTLA, the Amended and Restated CPTLA and the Additional CPTLA;

Now, Therefore, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Release of Security Interest. Agent hereby releases and terminates all liens, security interests and any other interests in and to the Collateral that were mortgaged, pledged, hypothecated and granted as security for the secured obligations pursuant to the Credit Agreement, the Restated Credit Agreement, the Second Restated Credit Agreement, the CPTLA, the Amended and Restated CPTLA and the Additional CPTLA, and any other agreement or understanding between the parties concerning the Collateral and hereby assigns, conveys, grants, sets over, transfers and releases to the Borrowers all right, title and interest, if any, in and to the Collateral and the proceeds thereof.
- **2.** <u>Cancellation and Termination</u>. The parties hereto do hereby cancel and terminate the Credit Agreement, the Restated Credit Agreement, the Second Restated Credit Agreement, the CPTLA, the Amended and Restated CPTLA, the Additional CPTLA and any other agreement or understanding concerning the Collateral including all rights and obligations of the parties thereunder.
- **3.** <u>Cooperation</u>. The parties agree that, at any time and from time to time, upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be

PAGE 2 OF 5 PAGE RELEASE OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENTS

reasonably requested by the other party in order to effect the purposes of this Release; *provided*, *however*, that the Borrowers agree to reimburse Agent for all reasonable and customary costs and expenses incurred by Agent in connection with this Section 3.

- **4. <u>Binding Effect</u>**. This Release shall be binding upon the parties and their respective successors and assigns.
- **5.** <u>Counterparts</u>. This Release may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Release.

IN WITNESS WHEREOF, the parties have duly executed this Release as of the date set forth above.

Assignor:	Agent:
INNOTEK, INC.	NATIONAL CITY BANK
By:	By: Wambrelder
Name:	Name: William E. Welsh, Jr.
Title:	Title: Assistant Vice President
Invisible:	
INVISIBLE FENCE, INC.	
By:	
Name:	
Title:	

IN WITNESS WHEREOF, the parties have duly executed this Release as of the date set forth above.

Assignor:	Agent:
INNOTEK, INC.	NATIONAL CITY BANK
By: 100 Frank	By:
Name: RICHARD W FRANK	Name:
Title: Puzsi Azwi	Title:
Invisible:	
INVISIBLE FENCE, INC.	
By: 120 Frank	
Name: RICHARD W FRANK	
mil. 7 25) 1 05 WT	

STATE OF ///////////////////////////////////
STATE OF /ND/MA/-I) COUNTY OF DEKALB)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared <u>RICHARI</u>) <u>W. FRANK</u> , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself or herself to be the <u>PRESIDENT</u> of INNOTEK, INC., the within named bargainor, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.
Witness my hand and seal, at office in GARRETT, MOIANA, this the 15 day of September 2006.
Notary Public
My Commission Expires: 11/26/2009
STATE OF OHIO) COUNTY OF CUYAHOGA)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself or herself to be the of NATIONAL CITY BANK, the within named bargainor, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.
Witness my hand and seal, at office in Cleveland, Ohio, this the day of September 2006.
Notary Public
My Commission Expires:

PAGE 5 OF 6 PAGE RELEASE OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENTS

1261223.7

STATE OF)
COUNTY OF)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself or herself to be the of INNOTEK, INC., the within named bargainor, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.
Witness my hand and seal, at office in,, this the day of September 2006.
NOTARY PUBLIC
My Commission Expires:
STATE OF OHIO) COUNTY OF CUYAHOGA)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself or herself to be the of the of National City Bank, the within named bargainor, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.
Witness my hand and seal, at office in Cleveland, Ohio, this the <u>\times_\times</u>
My Commission Expires: 13/18/37 JEFFREY D. WEST Notary Public, State of Ohio
Recorded in Cuyahoga County My Commission Expires Feb. 18, 2007

PAGE 4 OF 5 PAGE RELEASE OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENTS

. 4.

STATE OF _	INDIANA	>
	^	
COUNTY OF	DEKALB	

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared <u>PICHARD W. FRANK</u>, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself or herself to be the <u>PRESIDENT</u> of INVISIBLE FENCE, INC., the within named bargainor, and as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

Witness my hand and seal, at office in GALLETT, INDIANA, this the 15 day of September 2006.

Losi Q. Honck
NOTARY PUBLIC

My Commission Expires: 11/26/2008

PAGE 6 OF 6 PAGE RELEASE OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENTS

1261223.7

RECORDED: 09/26/2006

TRADEMARK REEL: 003396 FRAME: 0985