

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Amended Security Agreement Recorded on March 5, 2001 at Reel/Frame No. 2255/0084

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: 18

Property Type	Number	Word Mark
Serial Number:	73037098	SHEER SILVER
Serial Number:	74227989	PET-ALERT
Serial Number:	74350171	K-9 CORRAL
Serial Number:	75083340	RETRIEVER TRAINER
Serial Number:	75144230	THE HOUNDSMAN
Serial Number:	75147098	ROOM FREE
Serial Number:	75211694	BEAGLE MASTER
Serial Number:	75444731	ADVANTAGE PLUS
Serial Number:	75503174	TRACK & TRAIN
Serial Number:	75608700	SMART DOG
Serial Number:	75608880	INNOTEK
Serial Number:	75655182	KEEP'EM IN, KEEP'EM OUT
Serial Number:	75706980	SMART DOG PROFESSIONAL

OP \$465.00 73037098

Serial Number:	75833142	DRIVEWAY GUARDIAN
Serial Number:	75852000	CHEBE BREAD
Serial Number:	75852152	GUN DOG
Serial Number:	75901655	SMART PROTECTION
Serial Number:	75901663	SMART TRAINING

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: 2255/0084
NAME OF SUBMITTER:	Mark J. Plotkin
Signature:	/MARK J. PLOTKIN/
Date:	09/26/2006

Total Attachments: 7

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**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 "**CPTLA**"), which was recorded with the United States Patent and Trademark Office (the "**USPTO**"): (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 "**Second Restated Credit Agreement**"); 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

(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. Cancellation and Termination. 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. Cooperation. 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

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. Binding Effect. This Release shall be binding upon the parties and their respective successors and assigns.

5. Counterparts. 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:

INNOTEK, INC.

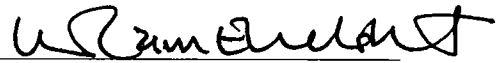
By: _____

Name: _____

Title: _____

Agent:

NATIONAL CITY BANK

By: 

Name: William E. Welsh, Jr.

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:

INNOTEK, INC.

By: Richard W Frank

Name: RICHARD W FRANK

Title: PRESIDENT

Agent:

NATIONAL CITY BANK

By: _____

Name: _____

Title: _____

Invisible:

INVISIBLE FENCE, INC.

By: Richard W Frank

Name: RICHARD W FRANK

Title: PRESIDENT

STATE OF INDIANA)
)
COUNTY OF DeKALB)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared RICHARD W. FRANK, 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 PRESIDENT 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, INDIANA, this the 15 day of September 2006.

Robin A. Houck
NOTARY PUBLIC

My Commission Expires: 11/26/2008

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: _____

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 bargainer, 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 William E. Welch Jr, 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 Assistant Vice President of **NATIONAL CITY BANK**, the within named bargainer, 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 14 day of September 2006.

Jeffrey D. West
NOTARY PUBLIC

My Commission Expires: 02/18/07

JEFFREY D. WEST
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Commission Expires Feb. 18, 2007

STATE OF INDIANA)
)
COUNTY OF DEKALB)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared RICHARD W. FRANK, 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 PRESIDENT 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 GARRETT, INDIANA, this the 15 day of September 2006.

Loni A. Howck
NOTARY PUBLIC

My Commission Expires: 11/26/2008