

Form PTO-1594 (Rev. 07/05)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

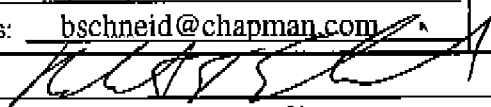
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> <u>National City Bank</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u> Citizenship (see guidelines) <u>U.S.</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Innotek, Inc.</u> Internal Address: _____ Street Address: <u>One Innoway</u> City: <u>Garrett</u> State: <u>Indiana</u> Country: <u>U.S.</u> Zip: <u>46738</u> <input type="checkbox"/> Association      Citizenship _____ <input type="checkbox"/> General Partnership      Citizenship _____ <input type="checkbox"/> Limited Partnership      Citizenship _____ <input checked="" type="checkbox"/> Corporation      Citizenship <u>Indiana</u> <input type="checkbox"/> Other _____      Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
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<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>September 15, 2006</u>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Assignment</u>	<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) <u>See Attachment</u> B. Trademark Registration No.(s) <u>See Attachment</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Robert J. Schneider</u> Internal Address: <u>Chapman and Cutler LLP</u> Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60603</u> Phone Number: <u>(312) 845-3919</u> Fax Number: <u>(312) 803-5299</u> Email Address: <u>bschneid@chapman.com</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">77</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>1,940.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed
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<b>9. Signature:</b> <u></u> Signature <u>Robert J. Schneider</u> Name of Person Signing	Date: <u>September 26, 2006</u> Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">10</span>
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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## 4. Application numbers or registration numbers and identification or description of the Trademark:

<u>A. Application No.</u>	<u>B. Registration No.</u>	<u>C. Mark</u>
75/655,182		KEEP 'EM IN, KEEP 'EM OUT
75/706,980		SMART DOG PROFESSIONAL
75/901,655		SMART PROTECTION
76/527,873		INVISIBLE TECHNOLOGIES
78/034,477		SAFE PET
78/203,096		BEST DOG
78/428,385		CONSTELLATION
78/472,993		SHIELD
78/570,428		BREAK ALERT MONITOR
78/571,193		---
	1,013,969	SHEER SILVER
	1,371,021	INVISIBLE FENCING
	1,593,951	THE FENCE THAT MAKES SENSE
	1,600,470	INVISIBLE FENCE
	1,624,577	OFF-LIMITS
	1,650,004	INBOUNDS
	1,657,246	IF INVISIBLE FENCING
	1,687,015	INVISIBLE BOUNDARY
	1,745,133	PET-ALERT
	1,765,230	INVISIBLE
	1,784,764	SHARING THE RESPONSIBILITY FOR YOUR PET
	1,849,121	INVISIBLE POWER
	1,852,968	K-9 CORRAL
	1,865,194	SAFE DOG
	1,931,082	POWER CAP
	1,931,975	YOUR NEIGHBORHOOD PET CONTAINMENT PROFES
	1,966,900	INVISIBLE MASK
	1,977,202	SOFTWEAR
	1,980,989	SUPERDOG
	1,982,325	---
	2,007,757	INVISIBLE FENCE KNUCKLES
	2,027,880	PET CENTRAL
	2,064,230	RETRIEVER TRAINER
	2,075,481	ALWAYS THERE...FOR THE LIFE OF YOUR PET
	2,087,416	BREAK ALERT
	2,088,967	IF INVISIBLE FENCING PET CONTAINMENT
	2,168,254	THE HOUNDSMAN
	(Continued)	

<u>A. Application No.</u>	<u>B. Registration No.</u>	<u>C. Mark</u>
	2,173,837	BEAGLE MASTER
	2,179,173	ROOM FREE
	2,226,580	PET KEEPER
	2,261,090	TRACK & TRAIN
	2,268,836	ROOM KEEPER
	2,271,967	---
	2,289,566	IN-HOME
	2,294,098	INVISIBLE FENCING
		CELEBRATING 25 YEARS
	2,294,150	PROJECT PETSAVE
	2,311,618	INNOTEK
	2,315,452	ADVANTAGE PLUS
	2,353,107	INVISIBLE FENCING
		CELEBRATING 25 YEARS
	2,354,524	THE ONE-AND-ONLY,
		ORIGINAL, PET-SAFETY
	2,411,822	SMART DOG
	2,446,681	IFCO
	2,453,872	INVISIBLE FENCE BRAND
	2,454,827	CHEBE BREAD
	2,472,142	INVISIBLE GATE
	2,476,783	YOUR DOG SAFE @ HOME
	2,480,758	DRIVEWAY GUARDIAN
	2,520,756	INVISIBLE FENCE BRAND
		YOUR DOG
	2,551,847	INNOTEK
	2,559,160	INVISIBLE SENTRY
	2,567,368	COMMAND SERIES
	2,582,042	FREE SPIRIT
	2,583,931	CONTAIN 'N' TRAIN
	2,618,641	SMART TRAINING
	2,662,969	ENJOY YOUR DOG
	2,670,516	PROTECTING FAMILY PETS
		SINCE 1973
	2,685,355	RETRIEVER TRAINER
	2,692,998	CUT TO THE CHASE
	2,729,551	GUN DOG
	2,765,835	YOUR CAT SAFE @ HOME
	2,772,724	YOUR PET SAFE @ HOME
	2,823,408	COMPUTER COLLAR
	2,870,568	YOUR DOG BEHAVING @
		HOME
	2,955,832	ZONES
	3,096,746	READYTEST
	3,099,285	ULTRASMART
	3,115,155	SHIELDS

**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 15 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:

Agent:

INNOTEK, INC.

NATIONAL CITY BANK

By: Richard W Frank

By: \_\_\_\_\_

Name: RICHARD W FRANK

Name: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

Invisible:

INVISIBLE FENCE, INC.

By: Richard W Frank

Name: RICHARD W FRANK

Title: PRESIDENT

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 F. 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 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 GARRETT, INDIANA, this the 15 day of September 2006.

Robin A. Novak  
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 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 \_\_\_\_ day of September 2006.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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.

Louis A. Houch  
NOTARY PUBLIC

My Commission Expires: 11 / 26 / 2008