

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Subordinated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K&H Manufacturing, LLC		05/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriot Capital Funding, Inc.		
Street Address:	274 Riverside Avenue, First Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74721853	LECTRO-KENNEL	
Serial Number:	74721769	THERMO-BED	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@eapdlaw.com		
Correspondent Name:	Edwards Angell Palmer & Dodge LLP		
Address Line 1:	301 Tresser Boulevard		
Address Line 2:	Paralegal Christina London		
Address Line 4:	Stamford, CONNECTICUT 06901		
ATTORNEY DOCKET NUMBER:	50222.0017 PATRIOT CAPITA		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		

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Date:

06/29/2007

Total Attachments: 5

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SUBORDINATED TRADEMARK SECURITY AGREEMENT (K&H)

Subordinated Trademark Security Agreement, dated as of May 1, 2007 (the "Agreement"), by K&H MANUFACTURING, LLC, a Delaware limited liability company ("Borrower" or "Grantor"), to and in favor of PATRIOT CAPITAL FUNDING, INC., a Delaware corporation ("Agent"), in its capacity as agent for the Purchasers (Agent, in such capacity, "Secured Party") identified in the Subordinated Secured Credit Agreement (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, RAY ALLEN MANUFACTURING, LLC, a Delaware limited liability company, KTPS REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company, Holdco (as defined therein), Sponsor (as defined therein), Agent and the Purchasers from time to time party thereto dated of even date herewith.

WITNESSETH:

WHEREAS, the Grantor is party to a Subordinated Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent for the benefit of the Secured Parties in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing

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the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything contained herein to the contrary, the liens and security interests granted to the Agent for the benefit of the Secured Parties under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

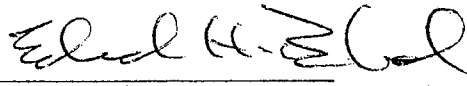
[Signature page follows]

[Signature Page to Subordinated Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Subordinated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

K&H MANUFACTURING, LLC
a Delaware limited liability company

By: 

Name: Edward H. Bentford
Title: Vice President

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware corporation, as Agent and Secured Party

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Subordinated Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Subordinated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


K&H MANUFACTURING, LLC
a Delaware limited liability company

By: _____
Name:
Title:

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,
a Delaware corporation, as Agent and Secured Party

By: 
Name: CLIFFORD WELLS
Title: CHIEF INVESTMENT OFFICER

By: 
Name: MATTHEW COLUCCI
Title: MANAGING DIRECTOR

SCHEDULE I
to
Subordinated Trademark Security Agreement

K&H Manufacturing, LLC's registered trademarks and trademark applications (U.S. only):

Trademark	App. No. Filing Date	Reg. No. Reg. Date
Thermo-Bed	74721769 August 28, 1995	2115039 November 25, 1997
Lectro-Kennel	74721853 August 28, 1995	2056753 April 29, 1997
Thermal-Bowl		Application was abandoned.

Service marks and service mark applications: