

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Furminator, Inc.		09/10/2008	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

<b>Name:</b>	Capital South Partners SBIC Fund III, L.P.
<b>Street Address:</b>	1011 East Morehead Street, Suite 150
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28204
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3238141	FURMINATOR
Registration Number:	2965342	FURMINATOR
Registration Number:	3436938	LOVE YOUR PET, HATE THE SHEDDING?
Serial Number:	77211056	GROOMNVAC
Serial Number:	77366844	THE FURMINATOR FOUNDATION
Serial Number:	77061581	SPRAYNGROOM
Serial Number:	77211047	
Serial Number:	77426019	
Serial Number:	77426025	
Serial Number:	77211069	BECAUSE SHED HAPPENS
Serial Number:	77426013	
Serial Number:	77426031	
Serial Number:	78680704	DESHEDDING
Serial Number:	77545265	FURGOPET

OP \$440.00 3238141

Serial Number:	77545253	FURGOCAT
Serial Number:	77545289	FURGODOG
Serial Number:	77546252	FURMINATOR SHED-LESS TREATMENT

**CORRESPONDENCE DATA**

Fax Number: (704)353-3698  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 704 331 7546  
Email: donna.millard@klgates.com, mike.tobin@klgates.com  
Correspondent Name: Michael A. Tobin  
Address Line 1: 214 N Tryon St, Hearst Tower, 47th Floor  
Address Line 2: K & L Gates LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	29226.011 FURMINATOR INC.
NAME OF SUBMITTER:	Michael A. Tobin
Signature:	/ Michael A. Tobin /
Date:	09/12/2008

**Total Attachments: 5**  
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**TRADEMARK SECURITY AGREEMENT**

Trademark Security Agreement (this "Agreement") dated as of September 10, 2008 by and among **FURMINATOR, INC.** (f/k/a FM ACQUISITION CORP.), an Indiana corporation (the "Grantor"), having its chief executive office at 1638 Headland Drive, Fenton, Missouri 63026, **CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP**, a North Carolina limited partnership, and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a North Carolina limited partnership (collectively, "CapitalSouth"), and **EAGLE FUND I, L.P.** and **EAGLE FUND II, L.P.** ("Bush O'Donnell", and collectively with CapitalSouth ("Holders"), and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, as collateral agent (the "Collateral Agent") for the ratable benefit of the Holders.

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Grantor, CapitalSouth, Bush O'Donnell and the Holders party thereto and (b) the Trademark Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all of Grantor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FURMINATOR, INC., as Grantor

By: Julianne S. Lis-Milam  
Julianne S. Lis-Milam, President

ACKNOWLEDGMENT

STATE OF INDIANA  
COUNTY OF MARION

I, Michelle O'Brien Hubbard, a Notary Public for said County and State, do hereby certify that Julianne S. Lis-Milam personally appeared before me this day and stated that she is President of FURminator, Inc. (f/k/a FM Acquisition Corp.) and acknowledged, on behalf of FURminator, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this \_\_\_\_ day of September, 2008.

Michelle O'Brien Hubbard  
Notary Public

My commission expires:  
August 6, 2015



Agreed and Accepted as of the 10<sup>th</sup> day of  
September, 2008.

**CAPITALSOUTH PARTNERS SBIC FUND III, L.P.,**  
as Collateral Agent

By: **CAPITALSOUTH PARTNERS SBIC F-III, LLC,**  
its General Partner

By: \_\_\_\_\_  
Name: Joseph B. Alala III  
Title: President and CEO

[Trademark Security Agreement – FURminator, Inc.]

**TRADEMARK**  
**REEL: 003852 FRAME: 0289**

**SCHEDULE I  
TRADEMARKS**

**Marks**

<b>Trademarks</b>		
<b>Country Reg. No./App. Ser. No.</b>	<b>Mark</b>	<b>Status</b>
U.S. Registration No. 3,238,141	FURMINATOR (Stylized and/or with Design)	Registered
U.S. Registration No. 2,965,342	FURMINATOR	Registered
U.S. Registration No. 3,436,938	LOVE YOUR PET, HATE THE SHEDDING?	Registered
U.S. Application Serial No. 77/211,056	GROOMNVAC	Allowed
U.S. Application Serial No. 77/366,844	THE FURMINATOR FOUNDATION	Pending
U.S. Application Serial No. 77/061,581	SPRAYNGROOM	Pending
U.S. Application Serial No. 77/211,047	Paw Design	Allowed
U.S. Application Serial No. 77/426,019	Yellow Tool Design	Pending
U.S. Application Serial No. 77/426,025	Yellow Tool Design (color only)	Pending
U.S. Application Serial No. 77/211,069	BECAUSE SHED HAPPENS	Allowed
U.S. Application Serial No. 77/426,013	Blue Tool Design	Pending
U.S. Application Serial No. 77/426,031	Blue Tool Design (color only)	Pending
U.S. Application Serial No. 78/680,704	DESHEDDING	Pending
U.S. Application Serial No. 77/545,265	FURGOPET	Pending
U.S. Application Serial No. 77/545,253	FURGOCAT	Pending
U.S. Application Serial No. 77/545,289	FURGODOG	Pending
U.S. Application Serial No. 77/546,252	FURMINATOR SHED-LESS TREATMENT	Pending