

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 04/21/2008 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------------------|----------------|------------------------|
| FENCEMASTER, INC. | FORMERLY RSCFM, INC. | 01/23/2009 | CORPORATION: TENNESSEE |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------|
| Name: | RADIO SYSTEMS CORPORATION |
| Street Address: | 10427 Electric Avenue |
| City: | Knoxville |
| State/Country: | TENNESSEE |
| Postal Code: | 37932 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 1666429 | FENCEMASTER |

CORRESPONDENCE DATA

Fax Number: (865)584-0104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 865-584-0105
 Email: JGHTrademarks@pitts-brittian.com
 Correspondent Name: Jacob G. Horton
 Address Line 1: P.O. Box 51295
 Address Line 4: Knoxville, TENNESSEE 37950-1295

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|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1285.33133.80 |
| NAME OF SUBMITTER: | Jacob G. Horton |
| Signature: | /Jacob G. Horton/ |

OP \$40.00 1666429

Date:

03/26/2009

Total Attachments: 2

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, effective April 21, 2008, is entered into by and between FENCEMASTER, INC. (formerly RSCFM, INC.), a Tennessee corporation (hereinafter "Assignor"), having an address of 10427 Electric Avenue, Knoxville, TN 37932, and RADIO SYSTEMS CORPORATION, a Delaware corporation having an address of 10427 Electric Avenue, Knoxville, TN 37932 (hereinafter "Assignee").

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereto agree as follows:

Assignor hereby assigns, transfers and conveys to Assignee effective April 21, 2008, and hereby further, assigns, transfers and conveys to Assignee, the following:

Assignor's entire right, title and interest in and to the registered and common law trademarks and service marks used in its business, including, without limitation, those listed on **EXHIBIT A** attached hereto and incorporated herein by reference (hereinafter "the TRADEMARKS"), said right, title and interest in and to the TRADEMARKS including, without limitation, all right, title and interest in and to any and all U. S., foreign and/or international trademark registrations that have issued or may issue thereupon, all common law rights in and to the TRADEMARKS, all rights of action for past and future infringement of the TRADEMARKS, all causes of action and claims for past damages with respect to the TRADEMARKS, all goodwill associated with the TRADEMARKS, and the goodwill of the business in connection with which the TRADEMARKS have been used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FENCEMASTER, INC.

By: 01/23/2009
Chris Chandler, CFO

Date: 01/23/2009

RADIO SYSTEMS CORPORATION

By: 01/23/2009
Chris Chandler, CFO

Date: 01/23/2009

EXHIBIT A

1. FENCEMASTER – U. S. Trademark Registration No. 1666429
2. GREAT DANE
3. CONDO KENNEL
4. SUNBLOCK TOP
5. E-Z ROOF
6. EZ ROOF
7. All other registered and common law trademarks and service marks used in Assignor's business