

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invisible Fence, Inc.		10/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77603289	BOUNDARY PLUS	
Serial Number:	77189875	THE BRAND VETS RECOMMEND MOST FOR DOG SAFETY AND FREEDOM	
Serial Number:	77657229	MICROLITE	
Serial Number:	85076848	PETFREE	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1639186		

CH \$115.00 77603289

900175361

**TRADEMARK
 REEL: 004307 FRAME: 0833**

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/01/2010
Total Attachments: 4 source=2886424#page1.tif source=2886424#page2.tif source=2886424#page3.tif source=2886424#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 28th day of October, 2010, Invisible Fence, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 10427 Electric Avenue, Knoxville, Tennessee 37932, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

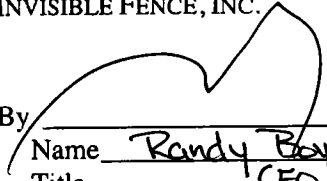
to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Amended and Restated Security Agreement dated as of October 28, 2010 between Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, supplemented, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INVISIBLE FENCE, INC.

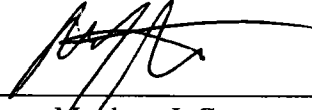
By  3 21
Name Randy Boyd
Title CEO

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
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Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By 
Name Matthew J. Cannan
Title Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
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**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	REGISTRATION NO.	FILING NUMBER	FILING DATE	REGISTRATION DATE
Boundary Plus	3693996	77-603289	10/29/08	10/6/09
The Brand Vets Recommend Most For Dog Safety and Freedom (Class 37)	3413690	77-189875	5/24/07	4/15/08
Microlite		77/657,229	1/27/09	
Petfree		85/076,848	7/2/10	