

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
Radio Systems Corporation		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: 29

Property Type	Number	Word Mark
Registration Number:	2093426	ABOISTOP
Registration Number:	3577854	BARKENDER
Registration Number:	2337062	DIRECT STOP
Registration Number:	3802829	DRYTEK
Registration Number:	1666429	FENCEMASTER
Registration Number:	3611165	FREEDOM
Registration Number:	2895313	GARDEN GHOST
Registration Number:	3624843	GEAR THE WAY YOU'D DESIGN IT
Registration Number:	3535886	MULTIVET
Registration Number:	3456584	PERFECT BARK
Registration Number:	3275294	RADIO SYSTEMS
Registration Number:	1992998	SCATMAT
Registration Number:	3316822	SIMPLY CLEAN
Registration Number:	3714945	SPORTDOG BRAND CONSERVATION FUND

CH \$740.00 2093426

Registration Number:	2594031	SPRAY COMMANDER
Registration Number:	2964345	SSSCAT
Registration Number:	3347058	STAY! MAT
Registration Number:	3741066	VENTURE SERIES
Registration Number:	3773105	VENTURE SERIES
Registration Number:	3100014	VIRTUAL BARRIER
Registration Number:	2420164	VIRTUAL FENCE
Registration Number:	1116869	STAYWELL
Registration Number:	2898600	STAYWELL
Registration Number:	3140943	STAYWELL THE WORLD'S LARGEST SELLING PET DOOR
Serial Number:	77339646	PAWZ AWAY
Serial Number:	85069604	EATWELL
Serial Number:	85092844	PETSAFE SAFE PETS HAPPY OWNERS
Serial Number:	85081045	PETSAFE
Serial Number:	85083054	SPORTDOG BRAND

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/01/2010

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 28th day of October, 2010, Radio Systems Corporation, 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.

RADIO SYSTEMS CORPORATION



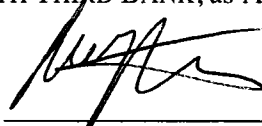
By _____
Name Chris Chandler
Title CFO

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004308 FRAME: 0151

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
REEL: 004308 FRAME: 0152

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	REGISTRATION No.	FILING NUMBER	FILING DATE	REGISTRATION DATE
ABOISTOP	2093426	74-623084	1/19/95	9/2/97
BARKENDER	3577854	78-496794	12/8/04	2/17/09
DIRECT STOP	2337062	75-335823	8/4/97	4/4/00
DRYTEK (design)	3802829	77854086	10/21/09	6/15/10
FENCEMASTER	1666429	74-066157	6/6/90	12/3/91
FREEDOM	3611165	77-415056	3/6/08	4/28/09
GARDEN GHOST	2895313	78-225889	3/14/03	10/19/04
GEAR THE WAY YOU'D DESIGN IT (CHILD)	3624843	78-981000	11/7/08	5/19/09
MULTIVET	3535886	77-114429	2/23/07	11/25/08
PAWZ AWAY		77-339646	5/19/06	
PERFECT BARK	3456584	77-170698	5/2/07	7/1/08
RADIO SYSTEMS	3275294	78-978616	8/7/07	8/7/07
SCATMAT	1992998	74-689325	6/16/95	8/13/96
SIMPLY CLEAN	3316822	77-105168	2/12/07	10/23/07
SPORTDOG CONSERVATION FUND	3714945	77-724679	4/29/09	11/24/09
SPRAY COMMANDER	2594031	76-184703	12/20/00	7/16/02
SSSCAT	2964345	76-286281	7/12/01	6/28/05
STAY! MAT	3347058	77-105147	2/12/07	12/4/07
VENTURE SERIES	3741066	77-662236	2/3/09	1/19/10
VENTURE SERIES (logo)	3773105	77-662260	2/3/09	4/6/10
VIRTUAL BARRIER	3100014	78-429538	6/3/04	6/6/06
VIRTUAL FENCE	2420164	75-335824	8/4/97	1/9/01
EATWELL		85/069,604	6/23/10	
PETSAFE & CURRENT DESIGN (new)		85/092,844	7/26/10	
PETSAFE (new)		85/081,045	7/9/10	

MARK	REGISTRATION No.	FILING NUMBER	FILING DATE	REGISTRATION DATE
SPORTDOG BRAND & DESIGN		85/083,054	7/13/10	
STAYWELL	1116869	73-168861	5/3/78	4/24/79
STAYWELL	2898600	76-417985	6/5/02	11/2/04
STAYWELL (the World's Largest Selling Pet Door & Design)	3140943	76-630314	2/3/05	9/12/06