

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
K&H Manufacturing, LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Colorado Business Bank		
Street Address:	400 Centennial Pkwy, Ste. 100		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2115039	THERMO-BED	
Registration Number:	2056753	LECTRO-KENNEL	
Registration Number:	1134566	H.K.S.	
CORRESPONDENCE DATA			
Fax Number:	(303)893-1379		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trent.martinet@dgslaw.com		
Correspondent Name:	Trent Martinet		
Address Line 1:	1550 17th St. Ste. 500		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	CO BIZ BANK - K&H		
NAME OF SUBMITTER:	Trent Martinet		
Signature:	/trent martinet/		

CH \$90.00 2115039

900188544

**TRADEMARK
 REEL: 004515 FRAME: 0909**

Date:

04/05/2011

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2011, by K&H MANUFACTURING, LLC, a Delaware limited liability company and RAY ALLEN MANUFACTURING, LLC, a Delaware limited liability company (each a "Grantor" and together the "Grantors"), in favor of COLORADO BUSINESS BANK ("Secured Party").

RECITALS

A. Grantors and certain other affiliated borrowers have entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Secured Party, pursuant to which Secured Party has agreed to make a loan to Grantors.

B. Pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Secured Party this Agreement.

C. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Secured Party a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to Secured Party a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
3. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
4. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
5. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
6. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any

patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

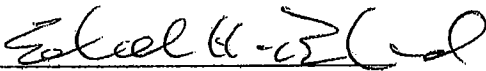
GRANTORS

K&H MANUFACTURING, LLC

By: 

Edward H. Benford, Vice President

RAY ALLEN MANUFACTURING, LLC

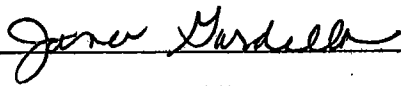
By: 

Edward H. Benford, Vice President

STATE OF Illinois)
) ss
COUNTY OF Cook)



On this 29th day of March, 2011, before me personally appeared, Edward H. Benford, to me known, who, being duly sworn, did depose and say that he is the Vice President of each of K&H Manufacturing, LLC, a Delaware limited liability company and Ray Allen Manufacturing, LLC, a Delaware limited liability company, and which executed the above instrument; and that he signed his name thereto by authority of the managers or similar governing of said entity.



Notary Public

Acknowledged:

COLORADO BUSINESS BANK

By: TJ Kern
Name: T.J. KERN
Title: SVP

SIGNATURE PAGE TO PATENT AND SECURITY AGREEMENT

TRADEMARK
REEL: 004515 FRAME: 0915

SCHEDULE 1

to

PATENT AND TRADEMARK SECURITY AGREEMENT

See Attached

TABLE OF CONTENTS FOR K & H MANUFACTURING

PATENTS

<u>Patent Number</u>	<u>K & H's Patent Reference</u>	<u>Title</u>
6,597,863		Device for Keeping a Portion of a Body of Water Free From Ice
6,866,007		Heated Bird Perch
7,755,007		Heated Pet Bed
12/284,973 indicator	Waiting for Issuance	Ornamental Pond Fish Feeding

NON-PROVISIONALS

<u>Application Number</u>	<u>K & H's Patent Reference</u>	<u>Title</u>
11/398,920		Heated Pet Bed
12/321,969		Heated Garden Hose For Use Cold Water
12/366,058		Submersible Filter System for Stock Tanks and ornamental Ponds
12/366,868		System for Keeping a Hose Ice Free

PROVISIONALS (Converted)

<u>Application Number</u>	<u>K & H's Patent Reference</u>	<u>Title</u>
60/463,705		Heated Dog Mat
61/124,048		Heated Garden Hose

ASSIGNMENTS

<u>Application Number</u>	<u>K & H's Patent Reference</u>	<u>Title</u>
10/825,639		Heated Pet Mat
6,886,007		Heated Bird Perch
11/398,920		Heated Pet Bed
12/284,973		Ornamental Pond Fish Feeding Indicator
12/321,969		Heated Garden Hose For Use Cold Weather
12/366,058		Submersible Filter System for Stock Tanks and Ornamental Ponds
12/366,868		System for Keeping a Hose Ice Free
6,597,863		Device for Keeping a Portion of a Body...

FOREIGN PATENTS

<u>Patent Number</u>	<u>K & H's Patent Reference</u>	<u>Title</u>	<u>Country</u>
N/A			

TRADEMARKS

<u>Registration Number</u>	<u>K & H's Reference</u>	<u>Mark</u>
2,115,039		Thermo-Bed
2,056,753		Lectro-Kennel
1,134,566		H.K.S.

2. **Ray Allen Manufacturing**

<u>Trademarks</u>				
<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Ray Allen	7626755	June 6, 2001	2594212	July 16, 2002
Ray Allen Professional k-9 Equipment	76267566	June 6, 2001	2708545	April 22, 2003
Ray Allen Tactical Response Equipment				Application was abandoned because no statement of use was filed

I/2329884.3

SCHEDULE 2

to

PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

See Attached

Attorney Docket	Serial No.	Filing Date	Title	Patent No.
KHI-0101			A Device for Keeping a Portion of a Body of Water Free From ice	6597863 ✓
KHI-0201	10/320973	12/16/1998	Heated Bird Perch	6,866,007 ✓
KHI-0401	10/825,639	4/14/2000	Heated Pet Mat	7755007 ✓
KHI0601	✓ 11/398,920(Appeal # 2011-000602)	4/5/2002	Heated Pet Bed	.
KHI0803	12/284973	9/25/2004	Ornament Fish Pond Feeding Indicator	.
KHI0901	✓ 12/321,969	1/26/2005	Heated Garden Hose for use in Cold Weather	.
KHI0902	✓ 12/366,058	2/4/2005	Submersible Filter System for Stock Tanks and Ornamental Ponds	.
KHI0903	✓ 12/366868	2/5/2005	Heated Hose Bag	.

Trademark	Serial No.	Filing Date	Registration Date	Reg. No.
THERMO-BED	✓ 74/721769	8/25/1995	11/25/97	10/10/90
LECTRO-KENNEL	✓ 74/721853	8/28/1995	4/29/1997	03/13/31