

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
K&H Manufacturing, LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
Ray Allen Manufacturing, LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Aldine SBIC Fund, L.P.
<b>Street Address:</b>	30 West Monroe Street, Suite 1310
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2594212	RAY ALLEN
Registration Number:	2708545	RAY ALLEN PROFESSIONAL K-9 EQUIPMENT
Registration Number:	2115039	THERMO-BED
Registration Number:	2056753	LECTRO-KENNEL
Registration Number:	1134566	H.K.S.

**CORRESPONDENCE DATA**

Fax Number: (312)984-7700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-372-2000  
 Email: kwalsh@mwe.com, umattsson@mwe.com  
 Correspondent Name: Ulrika Mattsson, McDermott Will & Emery  
 Address Line 1: 227 W. Monroe Street  
 Address Line 2: Suite 4400

**900189950**

**TRADEMARK  
 REEL: 004526 FRAME: 0492**

**CH \$140.00 2594212**

Address Line 4: Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER: 88521-011

NAME OF SUBMITTER: Ulrika E. Mattsson

Signature: /Ulrika E. Mattsson/

Date: 04/21/2011

**Total Attachments: 9**

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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 ALDINE SBIC FUND, L.P., a Delaware limited partnership ("Secured Party").

### RECITALS

A. Grantors and certain other affiliated borrowers have entered into a Senior Subordinated Loan 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. Grantors have entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Secured Party to which obligations owed to the Secured Party are secured.

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

D. Pursuant to the terms of the Security 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 Security 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 and Security 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.

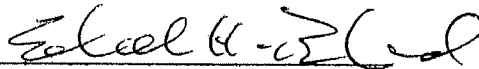
**GRANTORS**

**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 29<sup>th</sup> 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.

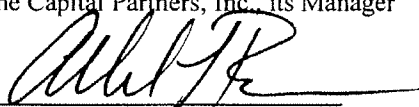
  
\_\_\_\_\_  
Notary Public

Acknowledged:

ALDINE SBIC FUND, L.P.

By: Aldine SBIC Partners, LLC, its general partner

By: Aldine Capital Partners, Inc., its Manager

By:   
Albert L. Brahm, its Vice President

**SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT**


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**SCHEDULE 1**

to

**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Registered Trademarks & Pending Trademark Applications**

<b>Trademark</b>	<b>Registration Number (Application Number)</b>	<b>Registration Date (Application Date)</b>	<b>Status</b>	<b>Owner</b>
RAY ALLEN	2,594,212 (76/267,555)	07/16/2002 (06/06/2001)	Registered	Ray Allen Manufacturing, LLC
RAY ALLEN PROFFESIONAL K-9 EQUIPMENT and Design 	2,708,545 (76/267,566)	04/22/2003 (06/06/2001)	Registered	Ray Allen Manufacturing, LLC
THERMO-BED	2,115,039 (74/721769)	11/25/97 (8/25/1995)	Registered	K & H Manufacturing, LLC
LECTRO-KENNEL	2,056,753 (74/721853)	4/29/1997 (8/28/1995)	Registered	K & H Manufacturing, LLC
H.K.S.	1,134,566 (73187388)	5/6/1980 (9/25/1978)	Registered	K & H Manufacturing, LLC

**Common Law Trademarks**

None

**Licenses, Sublicenses and other Contracts to Use Third-Party Intellectual Property:**

None



**Licenses, Sublicenses and Other Contracts Authorizing Third Parties to Use Seeds 2000 Intellectual Property**

None

**SCHEDULE 2**

to

**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents**

<b>Title</b>	<b>Patent Number (Application Number)</b>	<b>Issue Date (Application Date)</b>	<b>Status</b>	<b>Owner</b>
Heated bird perch	6,866,007 (10/320,973)	03/15/2005 (12/17/2002)	Issued	K & H Manufacturing, LLC
Device for keeping a portion of a body of water free from ice	6,597,863 (09/813,337)	07/22/2003 (03/20/2001)	Issued	K & H Manufacturing, LLC
Heated pet mat	7,755,007 (10/825,639)	07/13/2010 (04/15/2004)	Issued	K & H Manufacturing, LLC

### Patent Applications

<b>Title</b>	<b>Patent Number (Application Number)</b>	<b>Issue Date (Application Date)</b>	<b>Status</b>	<b>Owner</b>
Heated pet bed	N/A (11/398,920)	N/A (04/06/2006)	Pending	K & H Manufacturing, LLC
Submersible filter system for stock tanks and ornamental ponds	N/A (12/366,058)	N/A (12/05/2009)	Pending	K & H Manufacturing, LLC
Ornamental pond fish feeding indicator	N/A (12/284,973)	N/A (09/26/2008)	Abandoned	K & H Manufacturing, LLC
Heated garden hose for use cold weather	N/A (12/321,969)	N/A (01/28/2009)	Pending	K & H Manufacturing, LLC
System for keeping a hose ice free	N/A (12/366,868)	N/A (02/06/2009)	Pending	K & H Manufacturing, LLC

### Patent Licenses

None