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
Furminator, Inc.		06/07/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 10AT63
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Ohio banking corporation: OHIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85070906	YOU'VE GOT TO BE SHEDDING ME
Serial Number:	85156730	MY FURST

CH $65.00 85070906

CORRESPONDENCE DATA

Fax Number: (513)381-0205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-381-2838
Email: bayliss@taftlaw.com
Correspondent Name: Linda D. Bayliss, paralegal
Address Line 1: 425 Walnut Street
Address Line 2: Suite 1800
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	FUR06 GN002
NAME OF SUBMITTER:	Linda D. Bayliss
Signature:	/Linda D. Bayliss, paralegal/

Date:	06/13/2011

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as June 7, 2011 by and between **FURMINATOR, INC.**, an Indiana corporation (the "Debtor"), having its chief executive office at 1638 Headland Drive, Fenton, Missouri 63026, and **FIFTH THIRD BANK**, an Ohio banking corporation, successor by merger to Fifth Third Bank, a Michigan banking corporation (the "Secured Party"), with offices at 38 Fountain Square Plaza, MD 10AT63, Cincinnati, Ohio 45263, Attention: Structured Finance Group.

This Agreement is executed pursuant to the terms of the Trademark Security Agreement dated as of September 10, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") executed by the Debtor and Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under, whether presently existing or hereafter arising or acquired, the Trademark Collateral, including each mark, registration and application listed on Schedule I attached hereto and made a part hereof.

The mark(s), registration(s), and application(s) listed on Schedule I are hereby deemed to be added to Schedule I of the Trademark Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Trademark Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Trademark Security Agreement, the provisions of the Trademark Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FURMINATOR, INC.

By: _____
Mary M. Czapeczka, Chief Financial Officer

FIFTH THIRD BANK

By: Brooke Balcom

Its: Brooke Balcom, Vice President

STATE OF Missouri

COUNTY OF St. Louis

The foregoing instrument was acknowledged before me this 1 day of June, 2011 by Mary Czapeczka, Chief Financial Officer of FURminator, Inc., an Indiana corporation, on behalf of such corporation.

Sandra L. Cooke
Notary Public

SANDRA L. COOKE
NOTARY PUBLIC, STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES
December 17, 2011
NOTARY SEAL

My commission expires:

Dec. 17, 2011

TRADEMARK
REEL: 004560 FRAME: 0399

SCHEDULE I

TRADEMARKS

Marks

Trademarks		
Country Reg. No./Appl. Ser. No.	Mark	Status
U.S. Application No. 85/070906	YOU'VE GOT TO BE SHEDDING ME	Allowed
U.S. Application No. 85/156730	MY FURST	Published