

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:	CapitalSouth Partners Fund II Limited Partnership		
Composed Of:	COMPOSED OF CapitalSouth Partners F-II, LLC, general partner		
Street Address:	1011 Morehead Street		
Internal Address:	Suite 150		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28204		
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA		
Name:	CapitalSouth Partners SBIC Fund III, L.P.		
Composed Of:	COMPOSED OF CapitalSouth Partners SBIC F-III, LLC, general partner		
Street Address:	1011 East Morehead Street		
Internal Address:	Suite 150		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28204		
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA		
Name:	Eagle Fund I, L.P.		
Composed Of:	COMPOSED OF Eagle Fund, L.L.C., general partner		
Street Address:	1011 Morehead Street		
Internal Address:	Suite 150		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28204		
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA		

TRADEMARK

900197224

REEL: 004584 FRAME: 0649

CH \$65.00 85070906

Name:	Eagles Fund II, L.P.
Composed Of:	COMPOSED OF EAGLE Fund II Partners, L.L.C., general partner
Street Address:	1011 East Morehead Street
Internal Address:	Suite 150
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28204
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA

PROPERTY NUMBERS Total: 2

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

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, paralegal
Signature:	/Linda D. Bayliss, paralegal/
Date:	07/18/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 7, 2011 by and among **FURMINATOR, INC.**, an Indiana corporation (the "Debtor"), having its chief executive office at 1638 Headland Drive, Fenton, Missouri 63026, and **CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP**, a North Carolina limited partnership, and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a North Carolina limited partnership (collectively, "CapitalSouth"), and **EAGLE FUND I, L.P.** and **EAGLE FUND II, L.P.** ("Bush O'Donnell", and collectively, with CapitalSouth, "Lenders"), and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, in its capacity as collateral agent for CapitalSouth and Bush O'Donnell (in such capacity on behalf of the Lenders collectively, "Secured Party").

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, Lenders 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]

1456654v2


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

**CAPITALSOUTH PARTNERS FUND II
LIMITED PARTNERSHIP**

By: **CAPITALSOUTH PARTNERS F-II, LLC,**
its General Partner

By: 
Name: Joseph B. Alala, III
Title: President and CEO

**CAPITALSOUTH PARTNERS SBIC FUND III
L.P.**

By: **CAPITALSOUTH PARTNERS SBIC F-III,**
LLC, its General Partner

By: 
Name: Joseph B. Alala, III
Title: President and CEO

EAGLE FUND I, L.P.

By: **EAGLE FUND, L.L.C.,** its General Partner

By: _____
Name: Matthew J. Koster
Title: Principal

EAGLE FUND II, L.P.

By: **EAGLE FUND II PARTNERS, L.L.C.,** its
General Partner

By: _____
Name: Matthew J. Koster
Title: Principal

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(Short Form)

TRADEMARK
REEL: 004584 FRAME: 0652

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

**CAPITALSOUTH PARTNERS FUND II
LIMITED PARTNERSHIP**

By: **CAPITALSOUTH PARTNERS F-II, LLC,**
its General Partner

By: _____
Name: Joseph B. Alala, III
Title: President and CEO

**CAPITALSOUTH PARTNERS SBIC FUND III
L.P.**

By: **CAPITALSOUTH PARTNERS SBIC F-III,**
LLC, its General Partner

By: _____
Name: Joseph B. Alala, III
Title: President and CEO


EAGLE FUND I, L.P.

By: **EAGLE FUND, L.L.C.,** its General Partner

By: 
Name: Matthew J. Koster
Title: Principal

EAGLE FUND II, L.P.

By: **EAGLE FUND II PARTNERS, L.L.C.,** its
General Partner

By: 
Name: Matthew J. Koster
Title: Principal

STATE OF Missouri

COUNTY OF St. Louis

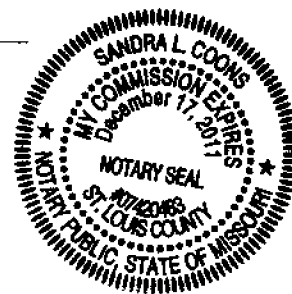
The foregoing instrument was acknowledged before me this 7 day of June, 2011
by Mary Czapeczka, Chief Financial Officer of FURminator, Inc., an Indiana corporation, on
behalf of such corporation.

Sandra L. Coons

Notary Public

My commission expires:

Dec 17, 2011



SCHEDULE I
TRADEMARKS

Marks

U.S. Application No. 85/070906	YOU'VE GOT TO BE SHEDDING ME	Allowed
U.S. Application No. 85/156730	MY FURST	Published