

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital South Partners Fund II Limited Partnership		12/22/2011	LIMITED PARTNERSHIP: NORTH CAROLINA
CapitalSouth Partners SBIC Fund III, L.P.		12/22/2011	LIMITED PARTNERSHIP: DELAWARE
Eagle Fund I, L.P.		12/22/2011	LIMITED PARTNERSHIP: MISSOURI
Eagle Fund II, L.P.		12/22/2011	LIMITED PARTNERSHIP: MISSOURI

RECEIVING PARTY DATA

Name:	Furminator, Inc.
Street Address:	1638 Headland Drive
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63026
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3238141	FURMINATOR
Registration Number:	2965342	FURMINATOR
Registration Number:	3436938	LOVE YOUR PET, HATE THE SHEDDING?
Registration Number:	3544400	
Registration Number:	3951116	BECAUSE SHED HAPPENS
Registration Number:	3850657	FURGOPET
Serial Number:	77545253	FURGOCAT
Serial Number:	77545289	FURGODOG

CH \$290.00 3238141

Registration Number:	3594552	FURMINATOR SHED-LESS TREATMENT
Registration Number:	4016939	YOU'VE GOT TO BE SHEDDING ME
Registration Number:	3974270	MY FURST

CORRESPONDENCE DATA

Fax Number: (404)853-8806
Phone: 404-853-8127
Email: julie.murphy@sutherland.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Sutherland Asbill & Brennan LLP
Address Line 1: 999 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309-3996

ATTORNEY DOCKET NUMBER:	13906-0071
NAME OF SUBMITTER:	Brian Murphy
Signature:	/Brian Murphy/
Date:	01/31/2012

Total Attachments: 4
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RELEASE OF
TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), effective as of December 22, 2011, is made by **CAPITAL SOUTH PARTNERS FUND II LIMITED PARTNERSHIP**, a North Carolina limited partnership, and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership ("CapitalSouth"), and **EAGLE FUND I, L.P.**, a Missouri limited partnership, and **EAGLE FUND II, L.P.**, a Missouri limited partnership (collectively, "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 and collectively with the lenders, the "Secured Party"), and is as follows:

WHEREAS, FURMINATOR, INC., an Indiana corporation ("Debtor"), and Secured Party are parties to a Trademark Security Agreement dated as of September 10, 2008, which was recorded with The United States Patent and Trademark Office on September 12, 2008 in its records at Reel 03852, Frame 0284 and a second Trademark Security Agreement dated as of June 7, 2011 which was recorded with The United States Patent and Trademark Office on July 18, 2011 at Reel 04584, Frame 0649 (hereinafter known collectively as the "Agreements"). Capitalized terms used but not defined herein will have the meaning given to them in the Agreements;

WHEREAS, the Agreements granted to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under the Trademark Collateral (as defined in the Agreements), including, without limitation (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing Trademarks listed on Schedule I of the Agreements (attached hereto and made a part hereof as Schedule I); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all of Debtor's Trademark License Rights (as defined in the Agreements); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under the Trademark Collateral and (ii) any and all other rights it may have under the Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

**CAPITALSOUTH PARTNERS FUND II
LIMITED PARTNERSHIP**

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

By: *Joe Alala III*
Name: _____
Title: CEO

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

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

By: *Joe Alala III*
Name: _____
Title: CEO

EAGLE FUND I, L.P.

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

By: _____
Name: _____
Title: _____

EAGLE FUND II, L.P.

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

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

**CAPITALSOUTH PARTNERS FUND II
LIMITED PARTNERSHIP**

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

By: _____
Name: _____
Title: _____

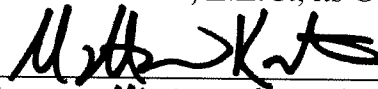
**CAPITALSOUTH PARTNERS SBIC FUND III.
L.P.**

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

By: _____
Name: _____
Title: _____

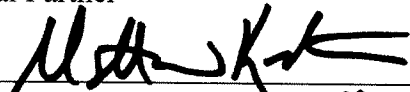
EAGLE FUND I, L.P.

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

By: 
Name: MATTHEW KASTOR
Title: Principal

EAGLE FUND II, L.P.

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

By: 
Name: MATTHEW KASTOR
Title: Principal

SCHEDULE I

TRADEMARK COLLATERAL

Trademarks		
Country Reg. No./App. Ser. No.	Mark	Status
U.S. Registration No. 3,238,141	FURMINATOR (Stylized and/or with Design)	Registered
U.S. Registration No. 2,965,342	FURMINATOR	Registered
U.S. Registration No. 3,436,938	LOVE YOUR PET, HATE THE SHEDDING?	Registered
Canada Registration No. TMA638357	FURMINATOR	Registered
Hong Kong Registration No. 300839539	FURMINATOR	Registered
Madrid Protocol Registration No. 840544	FURMINATOR	Registered
Mexico Registration No. 989796	FURMINATOR	Registered
Mexico Registration No. 989797	FURMINATOR	Registered
Taiwan Registration No. 01298947	FURMINATOR	Registered
U.S. Application Serial No. 77/211,056	GROOMNVAC	Abandoned
U.S. Application Serial No. 77/366,844	THE FURMINATOR FOUNDATION	Abandoned
U.S. Application Serial No. 77/061,581	SPRAYNGROOM	Abandoned
U.S. Registration No. 3,544,400	Paw Design	Registered
U.S. Application Serial No. 77/426,019	Yellow Tool Design	Abandoned
U.S. Application Serial No. 77/426,025	Yellow Tool Design (color only)	Abandoned
U.S. Registration No. 3,951,116	BECAUSE SHED HAPPENS	Registered
U.S. Application Serial No. 77/426,013	Blue Tool Design	Abandoned
U.S. Application Serial No. 77/426,031	Blue Tool Design (color only)	Abandoned
U.S. Application Serial No. 78/680,704	DESHEDDING	Abandoned
U.S. Registration No. 3,850,657	FURGOPET	Registered
U.S. Application Serial No. 77/545,253	FURGOCAT	Pending
U.S. Application Serial No. 77/545,289	FURGODOG	Pending
U.S. Registration No. 3,594,552	FURMINATOR SHED-LESS TREATMENT	Registered
U.S. Registration No. 4,016,939	YOU'VE GOT TO BE SHEDDING ME	Registered
U.S. Registration No. 3,974,270	MY FURST	Registered