

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
Radio Systems Corporation		10/23/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3355134	HEATED WELLNESS SLEEPER
Registration Number:	3490749	WIRELESS LEASH
Registration Number:	3789659	ROY GONIA
Registration Number:	3788930	
Registration Number:	3993372	LICKETY STIK
Registration Number:	4057616	CANINE ATHLETE BEYOND BASIC NUTRITION
Registration Number:	4057617	STAY + PLAY WIRELESS FENCE
Registration Number:	4183123	GIVE A LICK
Registration Number:	4179477	LICKETY STIK
Serial Number:	85532392	PETSAFE SAFE PETS HAPPY OWNERS
Serial Number:	85532508	PETSAFE
Serial Number:	85544698	AQUA CUBE
Serial Number:	85661307	AQUA FALLS
Serial Number:	85672604	FELINE LICKETY STIK

CH \$365.00 3355134

CORRESPONDENCE DATA

Fax Number: 3128035299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1639186
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/29/2012
Total Attachments: 4 source=3306280#page1.tif source=3306280#page2.tif source=3306280#page3.tif source=3306280#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of October, 2012, Radio Systems Corporation, a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 10427 PetSafe Way, Knoxville, Tennessee 37932, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to Fifth Third Bank, an Ohio banking corporation (“*Fifth Third*”), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successors or assigns to Fifth Third acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Second Amended and Restated Security Agreement dated as of October 23, 2012 between Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, supplemented, or restated from time to time (the “*Security Agreement*”).

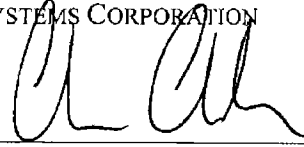
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RADIO SYSTEMS CORPORATION

By



Name Chris Chandler

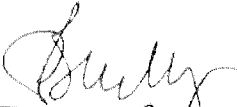
Title Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004909 FRAME: 0241

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By 
Name Anne B. Kelly
Title V.P.

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	REG. NO.	FILE NO.	FILED	REGISTERED
HEATED WELLNESS SLEEPER	3355134	77105109	2/12/07	12/18/07
WIRELESS LEASH	3490749	77153952	4/11/07	8/19/08
ROY GONIA	3789659	77792507	7/29/09	5/18/10
MISC DESIGN (Pet Bed Warmer) (Class 11)	3788930	77818630	9/2/09	5/11/10
LICKETY STIK	3993372	85186884	11/30/10	7/12/11
CANINE ATHLETE BEYOND BASIC NUTRITION	4057616	85224430	1/24/11	11/15/11
STAY + PLAY WIRELESS FENCE	4057617	85224522	1/24/11	11/15/11
GIVE A LICK	4,183,123	85491287	12/9/11	7/31/12
LICKETY STIK	4179477	85514047	1/11/12	7/24/12
PETSAFE SAFE PETS HAPPY OWNERS (CLASS 28, 31)	PENDING	85532392	2/2/12	PENDING
PETSAFE (CLASS 10, 28, 31)	PENDING	85532508	2/2/12	PENDING
AQUA CUBE	PENDING	85544698	2/16/12	7/31/12
AQUA FALLS	PENDING	85661307	6/26/12	PENDING
FELINE LICKETY STIK	PENDING	85672604	7/10/12	PENDING