

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucky Litter, LLC		11/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Radio Systems Corporation		
Street Address:	10427 PetSafe Way		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37932		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3577875	LUCKY LITTER	
Registration Number:	3395851	SCOOP FREE	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6158508741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	008816.25487		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		

OP \$65.00 3577875

Signature:	/ROBERT P. FELBER, JR./
Date:	12/12/2012
Total Attachments: 4 source=rsc trademark assignment#page1.tif source=rsc trademark assignment#page2.tif source=rsc trademark assignment#page3.tif source=rsc trademark assignment#page4.tif	

## **ASSIGNMENT OF TRADEMARKS, TRADEMARK REGISTRATIONS AND ACCOMPANYING GOODWILL**

This Assignment of Trademarks, Trademark Registrations and Accompanying Goodwill (this "Assignment") is entered into as of November 30, 2012 by and between Lucky Litter, LLC, a Delaware limited liability company (the "Assignor"), and Radio Systems Corporation, a Delaware corporation (the "Assignee"), in accordance with the terms of that certain Asset Purchase Agreement, dated as of November 30, 2012, by and among Assignee, Assignor and certain members of Assignor (the "Controlling Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the Controlling Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademarks identified in Schedule A attached hereto (the "Marks"), any registrations therefore throughout the world and any renewals or extensions of such registrations, and all rights, including all common law rights, and registrations therein and therefore in any other country or locality worldwide, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks and the resulting right to recover damages and profits for past, present or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and sale had not been made.

Assignor agrees to execute and deliver at the request of Assignee any papers, instruments and assignments reasonably necessary to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the registration(s) therefore and/or to provide evidence to support such assignment in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**ASSIGNOR:**

Lucky Litter, LLC

By: Alan J. Cook

Name: Alan J. Cook

Title: Chief Executive Officer

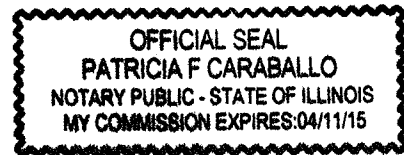
STATE OF Illinois )  
COUNTY OF Cook )

Before me, Patricia F. Caraballo, a Notary Public of said County and State, personally appeared Alan J. Cook, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Chief Executive Officer (or other officer authorized to execute the instrument) of Lucky Litter, LLC, the within named Assignor, and that he, as Chief Executive Officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his capacity as Chief Executive Officer.

Witness my hand and seal, at office in Chicago, Illinois this 30th day of November, 2012.

Patricia F. Caraballo  
Notary Public

My Commission Expires: 4/11/15





**SCHEDULE A**  
**TO**  
**ASSIGNMENT OF TRADEMARKS, TRADEMARK REGISTRATIONS AND**  
**ACCOMPANYING GOODWILL**

	<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>	<b>GOODS (CLASS)</b>
1.	<b>LUCKY LITTER</b>	3,577,875	2/17/2009	Cat litter boxes (Class 21).  Cat litter; cartridges containing litter for cat litter boxes (Class 31).
2.	<b>SCOOP FREE</b>	3,395,851	3/11/2008	Cat litter boxes (Class 21).  Cat litter; cartridges containing litter for cat litter boxes (Class 31).