

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radio Systems Corporation		11/14/2014	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: 11			
Property Type	Number	Word Mark	
Registration Number:	4502838		
Registration Number:	4441324	YARDMAX	
Registration Number:	3692384	UNLEASHED TECHNOLOGY	
Registration Number:	3577875	LUCKY LITTER	
Registration Number:	3395851	SCOOPFREE	
Serial Number:	86333301	FROLICAT	
Serial Number:	86232162	GATEMAX	
Serial Number:	86117460	PROTECT. TEACH. LOVE.	
Serial Number:	86041530	INDIGO SMOKEHOUSE STRIPS	
Serial Number:	86032504	PASSPORT	
Serial Number:	86032457	PASSPORT-PET ACCESS SMART SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		

CH \$290.00 4502838

TRADEMARK

ATTORNEY DOCKET NUMBER:	381869-5
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/18/2014

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 14th day of November, 2014, 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

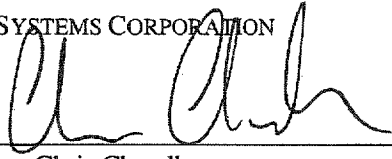
more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES TO FOLLOW]

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

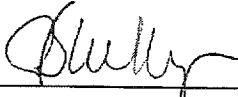
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT (RADIO SYSTEMS)]

TRADEMARK
REEL: 005403 FRAME: 0575

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: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT (RADIO SYSTEMS)]

TRADEMARK
REEL: 005403 FRAME: 0576

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARK	REG. NO.	FILE NO.	FILED	REGISTERED
SOCIAL PET logo	4,502,838	85-802050	12/13/12	03/25/14
YARDMAX	4,441,324	85-762267	10/24/12	11/26/13
UNLEASHED TECHNOLOGY	3,692,384	77-697300	03/23/09	10/06/09
LUCKY LITTER	3,577,875	78-576140	02/28/05	02/17/09
SCOOPFREE	3,395,851	78-587795	03/15/05	03/11/08
FROLICAT	Pending	86-333301	07/10/14	Pending
GATEMAX	Pending	86-232162	03/26/14	Pending
PROJECT TEACH LOVE	Pending	86-117460	11/13/13	Pending
INDIGO SMOKEHOUSE STRIPS	Pending	86-041530	08/19/13	Pending
PASSPORT	Pending	86-032504	08/08/13	Pending
PASSPORT-Pet Access Smart System	Pending	86-032457	08/08/13	Pending