

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innotek, Inc.		06/10/2020	Corporation: INDIANA
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: 10			
Property Type	Number	Word Mark	
Registration Number:	2567368	COMMAND SERIES	
Registration Number:	3181028	CONTAIN 'N' TRAIN	
Registration Number:	2583931	CONTAIN 'N' TRAIN	
Registration Number:	2582042	FREE SPIRIT	
Registration Number:	2311618	INNOTEK	
Registration Number:	3097764	INNOTEK QUICKER TRAINING. BETTER DOGS.	
Registration Number:	3096746	READYTEST	
Registration Number:	2411822	SMART DOG	
Registration Number:	3099285	ULTRASMART	
Serial Number:	78945896	INNOTEK	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Alexandra Grossman, Esq.		
Address Line 1:	919 Third Ave		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		

CH \$265.00 2567368

NAME OF SUBMITTER:	Alexandra Grossman
SIGNATURE:	/Alexandra Grossman/
DATE SIGNED:	06/12/2020
Total Attachments: 3 source=Trademark assignment from Innotek Inc. to RSC#page1.tif source=Trademark assignment from Innotek Inc. to RSC#page2.tif source=Trademark assignment from Innotek Inc. to RSC#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of June 10, 2020, is made by and among **INNOTEK, INC.**, an Indiana Corporation with principal places of business at 10427 PetSafe Way, Knoxville, TN 37932 (the "Assignor"), and **RADIO SYSTEMS CORPORATION**, a Delaware corporation with an address of 10427 PetSafe Way, Knoxville, Tennessee 37932 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee acknowledge that it is to the benefit of both the Assignor and the Assignee for all of the Assignors' right, title and interest in, to and under all of the Assignors' trademarks listed in the Schedule A hereto and otherwise defined in Section 1 of this Agreement (the "Assigned Marks"), together with the goodwill associated therewith, and any past damages or causes of action, to be assigned to Assignee;

NOW, THEREFORE, in consideration of One Hundred Dollars, the premises and covenants set forth herein, the continuing business relationship between the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, further agree as follows:

Section 1. Assignment:

Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth in **Schedule A** hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in **Schedule A** hereto, (iii) any other trademark, service mark, trade name, or other source identifier that Assignor has used in connection with the sale of goods or services offered or sold by Assignor, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in **Schedule A** hereto), and (v) any goodwill associated with any of the foregoing (collectively, the "Assigned Marks"). The Assignment also includes any and all royalties, income, or other such fees (which may include damages or fees for infringement) due or payable to Assignor regarding the Marks. Under the terms of this Agreement, Assignee is specifically authorized and empowered without need for consultation to bring any actions for infringement of the Assigned Marks, even if the infringement took place before the executed date of this Agreement, and all existing causes of action relating to the Assigned Marks existing as of the effective date of this Agreement are hereby assigned to Assignee.

SCHEDULE A

Mark	Region	Registration No.	Serial No.	Filed	Registered
COMMAND SERIES	United States	2,567,368	76-297053	August 8, 2001	May 7, 2002
Contain 'N' Train	CAN	TMA855345	1429421	March 2, 2009	July 16, 2013
Contain 'N' Train	CHN	5648550	4648550	October 8, 2006	August 21, 2009
Contain 'N' Train	CTM	5355599	5355599	October 4, 2006	November 21, 2007
Contain 'N' Train	United States	3,181,028	78-853741	April 4, 2006	December 5, 2006
Contain 'N' Train	United States	2,583,931	75-852800	November 18, 1999	June 18, 2002
Contain 'N' Train (Divisional)	AUS	1252568	1252568	July 17, 2008	September 13, 2010
FIELDPRO	CAN	TMA737175	1271695	September 12, 2005	March 30, 2009
FREE SPIRIT	United States	2,582,042	76-299258	August 14, 2001	June 18, 2002
Innotek	AUS	833140	833140	April 27, 2000	February 7, 2002
Innotek	BNL	661539	953715	December 23, 1999	July 1, 2000
Innotek	CTM	1627165	1627165	April 26, 2000	May 20, 2002
Innotek	AUT	735827	735827	May 16, 2000	May 16, 2000
Innotek	CZEK	735827	735827	May 16, 2000	May 16, 2000
Innotek	DK	735827	735827	May 16, 2000	May 16, 2000
Innotek	FRA	735827	735827	May 16, 2000	May 16, 2000
Innotek	GER	735827	735827	May 16, 2000	May 16, 2000
Innotek	HU	735827	735827	May 16, 2000	May 16, 2000
Innotek	ITA	735827	735827	May 16, 2000	May 16, 2000
Innotek	MP	735827	735827	May 16, 2000	May 16, 2000
Innotek	NOR	735827	735827	May 16, 2000	May 16, 2000
Innotek	PL	735827	735827	May 16, 2000	May 16, 2000
Innotek	SUI	735827	735827	May 16, 2000	May 16, 2000
Innotek	UK	735827	735827	May 16, 2000	May 16, 2000
Innotek	United States	46,545	78-945896	August 6, 2005	June 5, 2007
Innotek	United States	2,311,618	75-608880	December 18, 1998	January 25, 2000
INNOTEK Logo (Circle Leaning Left)	GER	30125963	30125963	March 23, 2001	October 8, 2001
INNOTEK Quicker Training Better Dogs Logo	AUS	1079639	1079639	October 10, 2005	February 14, 2006
INNOTEK Quicker Training Better Dogs Logo	CAN	TMA691762	1275349	October 11, 2005	July 10, 2007
INNOTEK Quicker Training Better Dogs Logo	CHN	4933696	4933696	October 9, 2005	September 7, 2008
INNOTEK Quicker Training Better Dogs Logo	CTM	4680501	4680501	October 11, 2005	October 30, 2006
INNOTEK Quicker Training Better Dogs Logo	United States	3,097,764	78-609344	April 14, 2005	May 30, 2006
ReadyTest	CAN	TMA712369	1253249	April 7, 2005	April 22, 2008
ReadyTest	CHN	4593806	4593806	April 11, 2005	April 28, 2009
ReadyTest	CTM	4378329	4378329	April 7, 2005	June 19, 2006
ReadyTest	United States	3,096,746	78-498002	October 11, 2004	May 23, 2006
ReadyTest Logo	CAN	TMA690459	1275351	October 11, 2005	June 21, 2007
ReadyTest Logo	CTM	4645289	4645289	October 10, 2005	January 15, 2007
SMART DOG	United States	2,411,822	75-608700	December 18, 1998	December 12, 2000
ULTRASMART	CAN	TMA712370	1253273	April 7, 2005	April 22, 2008
ULTRASMART	CTM	4378345	4378345	April 7, 2005	June 19, 2006
ULTRASMART	United States	3,099,285	78-498000	October 11, 2004	May 30, 2006
ULTRASMART Logo	AUS	1119681	1119681	June 19, 2006	January 29, 2007

Section 2. Further Assurances: The Assignor agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents, and take all further actions, requested by the Assignee to more fully evidence the Assignee's respective right, title and interest in, to and under the Assigned Marks, including, without limitation, complying with any and all procedures and requirements of the United States Patent and Trademark Office, or the procedures and requirements of any foreign government to effectuate the assignment of the Assigned Marks.

Section 3. Applicable Law, Jurisdiction and Venue:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to conflicts of laws principles that would result in the application of the law of any other state.

Section 4. No Third Party Beneficiaries:

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties hereto any remedy or claim under or by reason of this Agreement or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns.

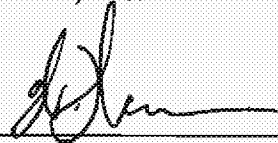
Section 5. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by e-mail of a .pdf, .tif, .jpeg or similar attachment ("Electronic Delivery"), and any such counterpart delivered using Electronic Delivery shall be treated in all manner and respects as an original counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

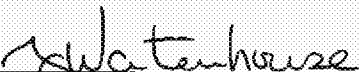
ASSIGNOR:

INNOTEK, INC.

By: 
Name: William Wallace
Title: CEO
Date: 6/10/2020

ASSIGNEE:

RADIO SYSTEMS CORPORATION

By: 
Name: Jennifer Waterhouse
Title: Director Risk Management
Date: 6/10/2020