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
Furminator, Inc.	FORMERLY FM Acquisition Corp.	09/10/2008	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 10At63
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77426025	
Serial Number:	77211069	BECAUSE SHED HAPPENS

CH $65.00 77426025

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-467-8856
Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com
Correspondent Name: Richard S. Donnell
Address Line 1: 1828 L Street, NW
Address Line 2: 11th Floor
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	05252-454/0769/FURMINATOR
NAME OF SUBMITTER:	Richard S. Donnell

Signature:	/richard s donnell/
Date:	03/04/2009

Total Attachments: 4
source=Trademark SA - Short Form#page1.tif
source=Trademark SA - Short Form#page2.tif
source=Trademark SA - Short Form#page3.tif
source=Trademark SA - Short Form#page4.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 10, 2008 by and between **FURMINATOR, INC. (f/k/a FM ACQUISITION CORP.)**, an Indiana corporation (the "Debtor"), having its chief executive office at 1638 Headland Drive, Fenton, Missouri 63026, and **FIFTH THIRD BANK**, a Michigan banking corporation (the "Secured Party"), with offices at 38 Fountain Square Plaza, MD 10AT63, Cincinnati, Ohio 45263, Attention: Structured Finance Group.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between the Debtor and Secured Party and (b) the Trademark Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Debtor and Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (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 rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FURMINATOR, INC.
(f/k/a FM Acquisition Corp.)

By: _____
Julianne S. Lis-Milam, President

FIFTH THIRD BANK

By: _____
Scott W. Unkraut, Vice President

STATE OF INDIANA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 10 day of September, 2008 by Julianne S. Lis-Milam, President of FURminator, Inc. (f/k/a FM Acquisition Corp.), an Indiana corporation, on behalf of such corporation.

_____
Notary Public
Michelle O'Brien Hubbard

My commission expires:

August 6, 2015

NOTARY PUBLIC SEAL INDIANA
OFFICIAL SEAL
MICHELLE O'BRIEN HUBBARD
Notary Public-Indiana
HENDRICKS COUNTY
My Commission Expires: Aug 6, 2015

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(Short Form)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

FURMINATOR, INC.
(f/k/a FM Acquisition Corp.)

By:_____
Julianne S. Lis-Milam, President

FIFTH THIRD BANK

By:_____
Scott W. Unkraut, Vice President

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of September, 2008 by Julianne S. Lis-Milam, President of FURminator, Inc. (f/k/a FM Acquisition Corp.), an Indiana corporation, on behalf of such corporation.

_____
Notary Public

My commission expires:

_____

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(Short Form)

SCHEDULE I

TRADEMARKS

Marks

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
U.S. Application Serial No. 77/211,056	GROOMNVAC	Allowed
U.S. Application Serial No. 77/366,844	THE FURMINATOR FOUNDATION	Pending
U.S. Application Serial No. 77/061,581	SPRAYNGROOM	Pending
U.S. Application Serial No. 77/211,047	Paw Design	Allowed
U.S. Application Serial No. 77/426,019	Yellow Tool Design	Pending
U.S. Application Serial No. 77/426,025	Yellow Tool Design (color only)	Pending
U.S. Application Serial No. 77/211,069	BECAUSE SHED HAPPENS	Allowed
U.S. Application Serial No. 77/426,013	Blue Tool Design	Pending
U.S. Application Serial No. 77/426,031	Blue Tool Design (color only)	Pending
U.S. Application Serial No. 78/680,704	DESHEDDING	Pending
U.S. Application Serial No. 77/545,265	FURGOPET	Pending
U.S. Application Serial No. 77/545,253	FURGOCAT	Pending
U.S. Application Serial No. 77/545,289	FURGODOG	Pending
U.S. Application Serial No. 77/546,252	FURMINATOR SHED-LESS TREATMENT	Pending