

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RFG Distributing, Inc.		01/30/2010	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Radio Systems Corporation		
<b>Street Address:</b>	10427 Electric Avenue		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37932		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3490749	WIRELESS LEASH	
Registration Number:	3692384	UNLEASHED TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(865)584-0104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(865) 584-0105		
<b>Email:</b>	JGHTrademarks@pitts-brittian.com		
<b>Correspondent Name:</b>	Jacob G. Horton		
<b>Address Line 1:</b>	P.O. Box 51295		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37950-1295		
<b>ATTORNEY DOCKET NUMBER:</b>	1285.36050.82		
<b>NAME OF SUBMITTER:</b>	Jacob G. Horton		
<b>Signature:</b>	/Jacob G. Horton/		
<b>Date:</b>	02/25/2010		

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**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of January 20, 2010 (the "Effective Date") by and between **RFG DISTRIBUTING, INC.**, a Minnesota corporation located at 7301 32<sup>nd</sup> Avenue North, Minneapolis, MN 55427, d/b/a Unleashed Technology ("Assignor"), and **RADIO SYSTEMS CORPORATION**, a Delaware corporation located at 10427 Electric Avenue, Knoxville, TN 37932 ("Assignee").

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Assignor and Assignee have entered into an Asset Purchase Agreement dated as of January 20, 2010 (the "Purchase Agreement").

Pursuant to the Purchase Agreement, the Assignee wishes to acquire, and Assignor wishes to assign (a) all of Assignor's right, title and interest in and to the trademarks and trade names and United States trademark registrations and applications therefor and the common law trademark and trade name identified and set forth on Schedule A (collectively, the "Mark"); and (b) the goodwill associated with the Mark.

Previously, Assignor used the term "gentle trainer" in its advertisements and other literature. However, on December 17, 2008 the Assignor entered into a Settlement Agreement with Alpha-M, Inc. who is the owner of U.S. Trademark Registration Nos. 1,467,347 for "Gentle Leader", 2,885,085 for "Gentle Trainer" and 2,993,937 for "Gentle" in which the Assignor agreed not to use the term "gentle trainer" in any advertisements or other literature in connection with Assignor's line of products sold by Unleashed Technology. Since December 2008 Assignor has complied with said Settlement Agreement concerning the above-mentioned Trade Marks and does not portend to own nor to transfer the use of the Trade Mark "gentle trainer."

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**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill associated with the Mark, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any other foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the

Assignee and owner of the Mark, and issue any and all registrations thereon to Assignee, as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation), at Assignee's reasonable request and at Assignee's expense: (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Mark; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned hereby; (3) in obtaining any additional trademark protection for the Mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation, perfection and/or recording of this Assignment.

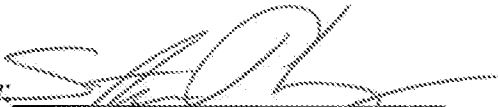
This Assignment shall be effective as of the close of business on the Effective Date.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first set forth above.

**RFG DISTRIBUTING, INC.**

By:   
Steve Thoeny, President

**ACKNOWLEDGED AND AGREED:**

**RADIO SYSTEMS CORPORATION**  
By:   
Name: Christopher Christo  
Title: CEO

Schedule A

**Word Mark**            **WIRELESS LEASH**  
**Goods and Services**    IC 009, US 021 023 026 036 038. G & S: ELECTRONIC ANIMAL TRAINING DEVICES COMPRISED OF TRANSMITTERS, RECEIVERS AND REMOTE CONTROLS. FIRST USE: 20070607. FIRST USE IN COMMERCE: 20070607  
**Serial Number**        77153952  
**Filing Date**            April 11, 2007  
**Supplemental Register Date**    January 28, 2008  
**Registration Number**        3490749  
**Registration Date**    August 19, 2008  
**Owner**                (REGISTRANT) RFG Distributing, Inc. CORPORATION MINNESOTA 1826 225th Street West Jordan MINNESOTA 55352

**Word Mark**            **UNLEASHED TECHNOLOGY**  
**Goods and Services**    IC 009, US 021 023 026 036 038. G & S: Electronic animal training devices comprised of transmitters, receivers, and remote controls. FIRST USE: 20040101. FIRST USE IN COMMERCE: 20040401  
**Serial Number**        77897300  
**Filing Date**            March 23, 2009  
**Published for Opposition**    July 21, 2009  
**Registration Number**        3692384  
**Registration Date**    October 6, 2009  
**Owner**                (REGISTRANT) RFG Distributing, Inc. DBA Unleashed Technology CORPORATION MINNESOTA 7301 32nd Ave. N. Crystal MINNESOTA 55427  
**Disclaimer**            NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TECHNOLOGY" APART FROM THE MARK AS SHOWN