

01-03-2002

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To the Commissioner for Patents: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Scott A. Brune
Matthew R. Williams
William E. Kaufman
Gregory S. Stillwell

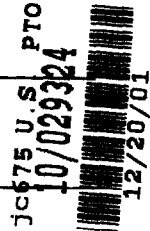
Additional name(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies):

Name: Innotek Pet Products, Inc.

Internal Address:

Street Address:

One InnowayCity: Garrett State: INZip: 46738

3. Nature of conveyance:

X Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: December 11, 2001

mrs 12/20/01

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: December 11 & 13, 2001.

A. Patent Application No. (s):

10029324

B. Patent No.(s):

Additional numbers attached? Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Todd T. Taylor, Esq.Taylor & Aust, P.C.

Internal Address: _____

Street Address:

142 South Main StreetP.O. Box 560City: Avilla State: INZip: 467106. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):

\$40.00X EnclosedX Authorized to be charged to deposit account if any deficiencies.

8. Deposit account number:

20-0095

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Todd T. Taylor, Reg. No. 36,945

Name of Person Signing

Signature

December 20, 2001

Date

01/02/2002 JBALINAN 00000058 10029324

02 FC:581

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PATENT
REEL: 012402 FRAME: 0689

ASSIGNMENT

WHEREAS, we, Scott A. Brune, Matthew R. Williams, William E. Kaufman and Gregory S. Stillwell; residing at 9924 Washington St., Leo, Indiana 46765; 4717 Tacoma Ave., Fort Wayne, Indiana 466907; 2997 CR 40, Auburn, Indiana 46706; and 12712 Calaway Drive, Fort Wayne, Indiana 46845; respectively, have invented certain improvements in:

INSULATED ELECTRODE PROBE FOR AN ANIMAL RECEIVER COLLAR

described and claimed in an application for Letters Patent of the United States of America thereon, said application having been executed by us and being filed concurrently herewith; and

WHEREAS, Innotek Pet Products, Inc., a corporation organized and existing under the laws of the State of Indiana, having a place of business at One Innoway, Garrett, Indiana 46738 is to acquire the entire right, title and interest in and to said invention and said application for Letters Patent;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) to us in hand paid, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we do hereby assign, sell, transfer and set over unto said Innotek Pet Products Inc., its successors and assigns, the full, entire and exclusive right, title and interest, for the territory of the United States of America and for all foreign countries, in and to said invention, as described in the application identified above, and in and to said application and any divisions or continuations or continuations-in-part thereof or substitutes therefor which may be filed, and in and to any patents or reissues, renewals or extensions thereof which may be granted on said application or for said invention, and in and to any patent application which may be filed on said invention in countries foreign to the United States of America and any patents granted thereon; said invention, applications, and Letters Patent to be held and enjoyed by said Innotek Pet Products Inc., and its successors or assigns, to the full end of the term or terms for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment not been made.

We hereby authorize and request the Patent and Trademark Office officials in the United States of America and the Patent Office officials of any and all foreign countries to issue any and all of said Letters Patent, when granted to said Innotek Pet Products Inc., as the assignee of our

entire right, title and interest in and to the same, for the sole use and enjoyment of said Innotek Pet Products Inc., its successors and assigns.

Further, we agree to execute all papers and to give such lawful testimony and to perform such other lawful acts as said Innotek Pet Products Inc., its successors and assigns may require to enable it or them to procure Letters Patent on said invention or reissues or extensions thereof in the United States of America and/or in any foreign country, and/or to hold, enforce or convey said Letters Patent, reissues or extensions.

Executed this 11th day of December, 2001.

Scott A. Brune
Scott A. Brune

Matthew R. Williams
Matthew R. Williams

William E. Kaufman
William E. Kaufman

Gregory S. Stillwell
Gregory S. Stillwell

STATE OF Indiana)
COUNTY OF DeKalb) ss:

Before me, the undersigned, a Notary Public in and for said County and State, this day personally appeared Scott A. Brune, Matthew R. Williams, William E. Kaufman and Gregory S. Stillwell to me well known, who acknowledged the execution of the foregoing instrument as their free act and deed.

Rita E. Bailey
Notary Public

My Commission Expires: 1/1/2008 County of Residence: DeKalb