# Electronic Version v1.1

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SUBMISSION TYPE:		1	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		F	Patent Release Agreement		
CONVEYING PARTY DATA					
			lame Execution Date		
Brad Wahl 10/09/2002					
RECEIVING PARTY DATA					
Name:	Radio Systems Corporation				
Street Address:	10427 Electric Avenue				
City:	Knoxville				
State/Country:	TENNESSEE				
Postal Code:	37932				
PROPERTY NUMBERS Total: 1 Property Type Number					
Application Number: 29276		927666	3660		
CORRESPONDENCE DATA					
Fax Number:(865)584-0104Correspondence will be sent via US Mail when the fax attempt is unsuccessful.Phone:865-584-0105					
Email:					
Correspondent Name: J. Kenneth Hoffmeister					
Address Line 1:	PO Box 51295				
Address Line 4: Knoxville, TENNESSEE 37950					
ATTORNEY DOCKET NUMBER:			1876.2928901		
NAME OF SUBMITTER:			J. Kenneth Hoffmeister		
Total Attachments: 2 source=292890~1#page1.tif source=292890~1#page2.tif					

## PATENT RELEASE AGREEMENT

<u>THIS AGREEMENT</u> is entered into on the dates specified on the signature page of this Agreement and having an Effective Date as described herein.

BY AND BETWEEN Radio Systems Corporation, a corporation organized under the laws of the state of Tennessee, United States of America, and having a place of business at 10427 Electric Ave, Knoxville, Tennessee, 37922 (hereinafter referred to as "RSC"), AND

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having a mailing address of:

Hundington Beach, & 92647

WHEREAS the inventor has developed and is continuing to develop technology relating to

Pet products

(hereinafter referred to as the "Technology") plus certain know-how and technical information associated with the Technology (hereinafter referred to as the "Know-how"),

WHEREAS the Inventor wishes to grant to RSC and RSC wishes to acquire from the Inventor the exclusive right to manufacture, have manufactured, use, market and sell products using the Technology,

NOW, THEREFORE, in consideration of the performance by each of the parties hereto of the covenants set forth herein, it is mutually agreed as follows:

### 1. GRANT OF ASSIGNMENT

The Inventor grants to RSC the exclusive right to manufacture, have manufactured, use, market, promote, advertise, distribute, and sell products using the Technology or related Know-how. The Inventor, for good and valuable consideration, receipt of which is hereby acknowledged, agrees to assign and does hereby assign to RSC, the entire right, title and interest throughout the world in and to all subject matter invented by the inventor and dealing with the technology and in and to all Letters Patent and all Convention and treaty rights of all kinds, in all counties throughout the world, for all such subject matter. This inventor agrees to sign all papers necessary to secure all said Letters Patent to RSC in accordance with this Agreement.

### 2. KNOW-HOW

RSC acknowledges that the Inventor has furnished information to RSC pertaining to the Technology and Know-how. The Inventor will continue to furnish from time to time information to RSC pertaining to the Technology and Know-how consisting of basic design data including drawings, material specifications and performance specifications.

### 3. <u>PAYMENT AND ACTS</u>

PATENT REEL: 018854 FRAME: 0279

<sup>(</sup>hereinafter referred to as "the Inventor")

RSC agrees and undertakes to pay the Inventor, for assignment of the Technology and Know-how by the Inventor to RSC under the payment terms disclosed and itemized in the Inventor's Purchase Order.

#### 4. **REPRESENTATION AND WARRANTIES OF THE INVENTOR**

(a) This Agreement constitutes the legal, valid and binding obligation of the Inventor in accordance with its terms. (b) The execution, delivery and performance of this Agreement has not constituted or resulted in, and will not constitute or result in, a breach or violation by the Inventor under, any instrument, agreement or order to which the Inventor is a party or by which the Inventor is bound. (c) the Inventor represents and warrants that there is no outstanding right or license granted by the Inventor which would in any way conflict with the exclusive right hereby granted to the Inventor. (d) the Inventor has not received any notice that the exclusive right granted hereunder infringe upon or conflict with any proprietary right belonging to any third party.

#### 5. **EFFECTIVE DATE**

The Effective Date of this Agreement will be 10-9-02

#### **ENTIRE AGREEMENT** 6.

This Agreement embodies all of the understandings and obligations between the parties with respect to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers.

**RADIO SYSTEMS CORPORATION** 

Chris Mainini, VP Product Development

DATE

10-9-02

Brad Wahl the Inventor

DATE

**RECORDED: 02/05/2007**