

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Furminator, Inc. (f/k/a FM Acquisition Corp.) | 09/10/2008 |

| | |
|-----------------------------|--------------------------|
| 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 |

PROPERTY NUMBERS Total: 16

| Property Type | Number |
|---------------------|-----------|
| Patent Number: | 6782846 |
| Patent Number: | 7077076 |
| Patent Number: | 7222588 |
| Patent Number: | 7334540 |
| Patent Number: | D565258 |
| Application Number: | 11840740 |
| Application Number: | 11490753 |
| Application Number: | 12022551 |
| Application Number: | 12017892 |
| Application Number: | 11733534 |
| Application Number: | 11942437 |
| Application Number: | 11942231 |
| Application Number: | 12177268 |
| PCT Number: | US0873182 |

CH \$640.00 6782846

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|-------------|-----------|
| PCT Number: | US0859646 |
| PCT Number: | US0772245 |

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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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

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|-------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | 5252-454/0769/FURMINATOR |
|-------------------------|--------------------------|

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| NAME OF SUBMITTER: | Richard S. donnell |
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Total Attachments: 5
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PATENT SECURITY AGREEMENT

Patent 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 Patent 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:

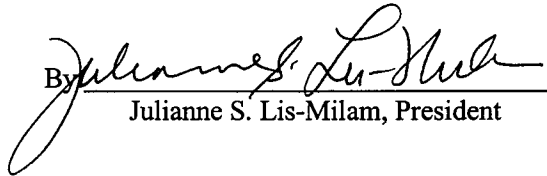
(a) all of Debtor's right, title and interest in and to its now or in the future owned or existing patents and patent applications, including the inventions and improvements described and claimed in those patents and patent applications and the patents listed on Schedule I attached and made a part of this Agreement (the property in this item (a) being collectively, the "Patents"); (b) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents; (c) all income, royalties, damages and payments now and in the future due or payable under and with respect to any and all of the Patents, including damages and payments for past or future infringements of any and all of the Patents; (d) all rights to sue for past, present and future infringements of any and all of the Patents; (e) all rights corresponding to any and all of the Patents throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, any patents or patent applications.

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

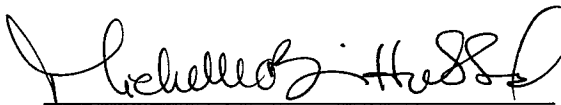
FIFTH THIRD BANK

By: _____
Scott W. Unkraut, Vice President

STATE OF INDIANA

COUNTY OF MARION

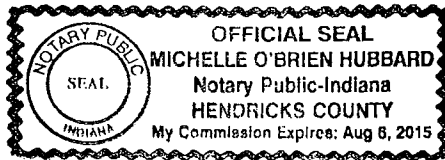
The foregoing instrument was acknowledged before me this 10 day of September, 2008 by Julianne S. Lis-Milam, President of FURminator, Inc. (f/k/a FM Acquisition Corp.), an Indiana corporation, on behalf of such corporation.



Notary Public
Michelle O'Brien Hubbard

My commission expires:

August 6, 2015



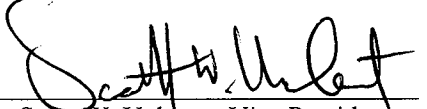
SIGNATURE PAGE TO
PATENT SECURITY AGREEMENT
(Short Form)

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. Unkaut, 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
PATENT SECURITY AGREEMENT
(Short Form)

SCHEDULE I

PATENTS

Patents

| Patents | | | |
|-----------------|--|--|--------------------------|
| Owner | Country Patent No./App. No. | Title | Status |
| FURminator Inc. | U.S. Patent No. 6,782,846 | Pet Grooming Tool and Method for Removing Loose Hair from a Furry Pet | Issued |
| FURminator Inc. | U.S. Patent No. 7,077,076 | Pet Grooming Tool | Issued |
| FURminator Inc. | U.S. Patent No. 7,222,588 | Pet Grooming Tool and Method for Removing Loose Hair from a Furry Pet | Issued |
| FURminator Inc. | U.S. Patent No. 7,334,540 | Pet Grooming Tool and Method for Removing Loose Hair from a Furry Pet | Issued |
| FurgoPet Inc. | U.S. Patent No. D565,258 | Pet Grooming Tool Handle | Issued |
| FURminator Inc. | PCT International Publication No. WO 2008/011252; PCT International Publication No. US/0772245 | Pet Grooming Tool and Method of Manufacturing Pet Grooming Tools | Published |
| FurgoPet Inc. | U.S. Publication No. 2008/0017130; U.S. Application No. 11/840740 | Pet Grooming Tool and Method of Manufacturing Pet Grooming Tools | Published |
| FurgoPet Inc. | U.S. Publication No. 2008/0029044; U.S. Application No. 11/490753 | Pet Grooming Tool and Method of Manufacturing Pet Grooming Tools | Published |
| FurgoPet Inc. | U.S. Publication No. 2008/0115736; U.S. Application No. 12/022551 | Pet Grooming Tool and Method of Manufacturing Pet Grooming Tools | Published |
| FURminator Inc. | U.S. Application No. 12/017892 – Now U.S. Publication No. 2008/0178822 | Pet Grooming Tool and Method for Removing Loose Hair from a Furry Pet | Pending – now publishing |
| FURminator Inc. | U.S. Application No. 11/733534 | Assembly of Pet Grooming Tool and Hair Treatment Liquid and Method of Promoting the Sale Thereof | Pending |
| FURminator Inc. | U.S. Application No. 11/942437 | Pet Grooming Tool with Vacuum or Blower Attachment and Method of Using the Same | Pending |

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| FURminator Inc. | U.S. Application No. 11/942231 | Toothed Pet Grooming Tool with Fur Ejecting Mechanism | Pending |
| FURminator Inc. | PCT International Application No. PCT/US2008/059646 | Assembly of Pet Grooming Tool and Hair Treatment Liquid and Method of Promoting the Sale Thereof | Pending |
| FurgoPet Inc. | PCT International Application No. PCT/US2008/073182 | Pet Grooming Tool and Method of Manufacturing Pet Grooming Tools | Pending |
| FURminator Inc. | U.S. Application No. 12/177268 | Low-Profile Air Duct Fitting for Passage of Air Through Narrow Openings and Method of Using the Same | Pending |