

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FURMINATOR, INC.	09/10/2008

RECEIVING PARTY DATA	
Name:	CAPITALSOUTH PARTNERS SBIC FUND III, L.P.
Street Address:	1011 East Morehead Street
Internal Address:	Suite 150
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28204

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:	US0772245

OP \$640.00 6782846

PCT Number:	US0859646
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PCT Number:	US0873182
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CORRESPONDENCE DATA

Fax Number: (704)353-3246

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

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Correspondent Name: Michael A. Tobin

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Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	29226.011
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NAME OF SUBMITTER:	Michael A. Tobin
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of September 10, 2008 by and among **FURMINATOR, INC.** (f/k/a FM ACQUISITION CORP.), an Indiana corporation (the "Grantor"), having its chief executive office at 1638 Headland Drive, Fenton, Missouri 63026, **CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP**, a North Carolina limited partnership, and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a North Carolina limited partnership (collectively, "CapitalSouth"), and **EAGLE FUND I, L.P.** and **EAGLE FUND II, L.P.** ("Bush O'Donnell", and collectively with CapitalSouth ("Holders"), and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, as collateral agent (the "Collateral Agent") for the ratable benefit of the Holders.

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Grantor, CapitalSouth, Bush O'Donnell and the Holders party thereto 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 Grantor in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

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

(a) all of Grantor'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 Grantor as licensor or licensee under, and with respect to, any patents or patent applications.

The rights and remedies of the Collateral Agent 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 PAGES FOLLOW]

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

FURMINATOR, INC., as Grantor

By *Julianne S. Lis-Milam*
Julianne S. Lis-Milam, President

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

I, Michelle O'Brien Hubbard, a Notary Public for said County and State, do hereby certify that Julianne S. Lis-Milam personally appeared before me this day and stated that (s)he is the President of FURminator, Inc. and acknowledged, on behalf of FURminator, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of September, 2008.

Michelle O'Brien Hubbard

Notary Public

My commission expires:

August 6, 2015



[Patent Security Agreement -- FURminator, Inc.]

Agreed and Accepted as of the
date first written above.

CAPITALSOUTH PARTNERS SBIC FUND III, L.P.,
as Collateral Agent

By: **CAPITALSOUTH PARTNERS SBIC F-III, LLC,**
its General Partner

By: _____
Name: Joseph B. Alala, III
Title: President and CEO

A handwritten signature in black ink, appearing to read "Joe Alala III", written over a horizontal line.

[Patent Security Agreement - FURminator, Inc.]

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	Pending

		of Using the Same	
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