

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RFG Distributing, Inc.	01/30/2010
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:	11506613
CORRESPONDENCE DATA	
Fax Number:	(865)584-0104
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	BAATrademarks@pitts-brittian.com
Correspondent Name:	Benjamin A. Alley
Address Line 1:	P.O. Box 51295
Address Line 4:	Knoxville, TENNESSEE 37950
ATTORNEY DOCKET NUMBER:	36053.00
NAME OF SUBMITTER:	Benjamin A. Alley
Total Attachments: 2 source=00204178#page1.tif source=00204178#page2.tif	

OP \$40.00 11506613

ASSIGNMENT OF PATENT APPLICATION

This ASSIGNMENT OF PATENT APPLICATION is made as of January ~~32~~, 2010 (the "Assignment") by RFG DISTRIBUTING, INC., a Minnesota corporation ("Assignor"), to RADIO SYSTEMS CORPORATION, a Delaware corporation located at 10427 Electric Avenue, Knoxville, TN 37932 ("Assignee").

Chad James, Robert Peterson and Steve Thoeny were the owners of that certain patent application which was filed with the United States Patent and Trademark Office on August 17, 2006 entitled "Animal Behavior Acquisition System and Method" (serial number 11506613) (the "Patent Application"). Each of said owner assigned his rights in the Patent Application to Assignor on October 9, 2006. This assignment was recorded with the United States Patent and Trademark Office on February 12, 2008.

Assignor and the Assignee are parties to that certain Asset Purchase Agreement dated as of January _____, 2010 (the "Agreement"), pursuant to which Assignor is concurrently herewith selling, assigning, transferring, conveying and delivering to the Assignee the Acquired Assets (as defined in the Agreement).

Assignor owns all right, title and interest in the Patent Application.

Pursuant to the Agreement, Assignor desires to assign and transfer to the Assignee all of its right, title and interest in and to the Patent Application, and the Assignee is desirous of acquiring the same.

The execution and delivery of this Assignment is part of the consummation of the transactions contemplated by the Agreement.

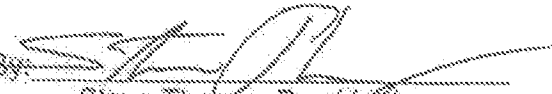
NOW, THEREFORE, pursuant to the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to the Assignee all of its right, title and interest in and to the Patent Application, together with the goodwill of the business symbolized by the Patent Application, the right to sue for past infringement thereof, any registration and application for registration thereof, and all the benefit of the Patent Application. Assignor does further consent to the recitation of this Assignment by the Assignee with any governmental agency. The Assignee agrees to assume responsibility for recording fees and other costs associated with recording of title to the Patent Application.

This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

Assignor, by its execution of this Assignment, and the Assignee, by its acceptance of this Assignment, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Patent Application to be duly executed and delivered as of the date first written above.

RFG DISTRIBUTING, INC.

By: 
Steve Thoeny, President

RFG Distributing, Inc. Assignment of Patent Application of 03/15/10