

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Furminator, Inc.	06/07/2011

RECEIVING PARTY DATA

Name:	CapitalSouth Partners Fund II Limited Partnership
Street Address:	1011 East Morehead Street
Internal Address:	Suite 150
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28204

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

Name:	Eagle Fund I, L.P.
Street Address:	1011 East Morehead Street
Internal Address:	Suite 150
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28204

Name:	Eagle Fund II, L.P.
Street Address:	1011 East Morehead Street
Internal Address:	Suite 150
City:	Charlotte
State/Country:	NORTH CAROLINA

501597281

PATENT
REEL: 026604 FRAME: 0951

CH \$440.00 12719583

Postal Code: 28204

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	12719583
Patent Number:	D626295
Patent Number:	D626296
Patent Number:	D626297
Application Number:	29350306
Application Number:	29350308
Application Number:	29350310
Application Number:	29377043
Application Number:	29377050
Application Number:	29377053
Application Number:	29377046

CORRESPONDENCE DATA

Fax Number: (513)381-0205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-381-2838
Email: bayliss@taftlaw.com
Correspondent Name: Linda D. Bayliss, paralegal
Address Line 1: 425 Walnut Street
Address Line 2: Suite 1800
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: FUR06 GN002

NAME OF SUBMITTER: Linda D. Bayliss, paralegal

Total Attachments: 5

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PATENT SECURITY AGREEMENT

Patent Security Agreement (this "Agreement") dated as of June 7, 2011 by and among **FURMINATOR, INC.**, an Indiana corporation (the "Debtor"), having its chief executive office at 1638 Headland Drive, Fenton, Missouri 63026, and **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, "Lenders"), and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, in its capacity as collateral agent for CapitalSouth and Bush O'Donnell (in such capacity on behalf of the Lenders collectively, "Secured Party").

This Agreement is executed pursuant to the terms of the Patent Security Agreement dated as of September 10, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent 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 Patent Security Agreement.

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, whether presently existing or hereafter arising or acquired, the Patent Collateral, including each patent and patent application listed on Schedule I attached hereto and made a part hereof.

The patent(s) and patent application(s) listed on Schedule I are hereby deemed to be added to Schedule I of the Patent Security Agreement. 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 Patent 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 Patent Security Agreement, the provisions of the Patent Security Agreement shall govern.

[Signature page follows]

1456655v2

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

FURMINATOR, INC.

By: 

Mary M. Czapczka, Chief Financial Officer

**CAPITALSOUTH PARTNERS FUND II
LIMITED PARTNERSHIP**

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

By: 

Name: Joseph B. Alala, III

Title: President and CEO

**CAPITALSOUTH PARTNERS SBIC FUND III
L.P.**

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

By: 

Name: Joseph B. Alala, III

Title: President and CEO

EAGLE FUND I, L.P.

By: **EAGLE FUND, L.L.C.,** its General Partner

By: _____

Name: Matthew J. Koster

Title: Principal

EAGLE FUND II, L.P.

By: **EAGLE FUND II PARTNERS, L.L.C.,** its
General Partner

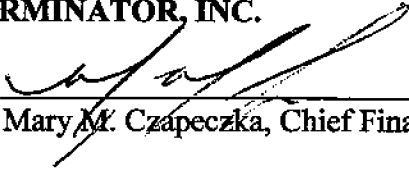
By: _____

Name: Matthew J. Koster

Title: Principal

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

FURMINATOR, INC.

By: 
Mary M. Czapeczka, Chief Financial Officer

**CAPITALSOUTH PARTNERS FUND II
LIMITED PARTNERSHIP**

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

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

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L.P.**

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

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

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By: **EAGLE FUND, L.L.C.,** its General Partner

By: 
Name: Matthew J. Koster
Title: Principal

EAGLE FUND II, L.P.
By: **EAGLE FUND II PARTNERS, L.L.C.,** its
General Partner

By: 
Name: Matthew J. Koster
Title: Principal

STATE OF Missouri

COUNTY OF St. Louis

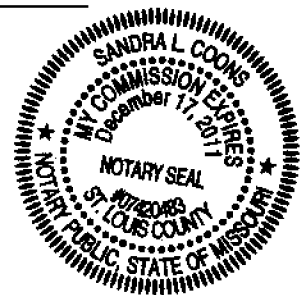
The foregoing instrument was acknowledged before me this 7 day of June, 2011
by Mary Czapeczka, Chief Financial Officer of FURminator, Inc., an Indiana corporation, on
behalf of such corporation.

Sandra L Coons

Notary Public

My commission expires:

Dec. 17, 2011



PATENT

REEL: 026604 FRAME: 0956

SCHEDULE I**PATENTS****Patents**

PATENTS				
Owner	Country	Patent	Status	
FURminator Inc.	U.S.	Application No. 12/719583	Toothed Pet Grooming Tool with Fur Ejecting Mechanism	Published
FURminator Inc.	U.S.	Patent No. D626295 S	(Small) Pet Grooming Tool	Granted
FURminator Inc.	U.S.	Patent No. D626296 S	(Medium) Pet Grooming Tool	Granted
FURminator Inc.	U.S.	Patent No. D626297 S	(Large) Pet Grooming Tool	Granted
FURminator Inc.	U.S.	Application No. 29/350306	(Small) Pet Grooming Tool (Without Various Details)	Pending
FURminator Inc.	U.S.	Application No. 29/350308	(Medium) Pet Grooming Tool (Without Various Details)	Pending
FURminator Inc.	U.S.	Application No. 29/350310	(Large) Pet Grooming Tool (Without Various Details)	Pending
FURminator Inc.	U.S.	Application No. 29/377043	Convex Blade Grooming Tool	Pending
FURminator Inc.	U.S.	Application No. 29/377050	Concave Blade Grooming Tool	Pending
FURminator Inc.	U.S.	Application No. 29/377053	Concave Grooming Tool Blade	Pending
FURminator Inc.	U.S.	Application No. 29/377046	Convex Grooming Tool Blade	Pending

PATENT