

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Lucky Litter, LLC	11/30/2012

RECEIVING PARTY DATA

Name:	Radio Systems Corporation
Street Address:	10427 PetSafe Way
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37932

PROPERTY NUMBERS Total: 15

Property Type	Number
Application Number:	13395854
Patent Number:	7997230
Patent Number:	7762213
Patent Number:	8161908
Patent Number:	8166918
Patent Number:	8166919
Patent Number:	8028659
Patent Number:	8166920
Patent Number:	D659305
Patent Number:	D646443
Application Number:	13422967
Application Number:	29424369
Application Number:	29424368
Application Number:	61453139
Application Number:	13179381

OP \$600.00 13395854

**CORRESPONDENCE DATA**

Fax Number: 6152446804

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

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Correspondent Name: Robert P. Felber, Jr.

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**ATTORNEY DOCKET NUMBER:**

008816.25487

**NAME OF SUBMITTER:**

Robert P. Felber, Jr.

**Total Attachments: 5**

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## ASSIGNMENT OF INVENTIONS (U.S.)

This Assignment is executed in connection with the transactions contemplated by that certain Asset Purchase Agreement by and among Radio Systems Corporation, a Delaware corporation (the "ASSIGNEE"), and Lucky Litter, LLC, a Delaware limited liability company ("ASSIGNOR") and certain members of ASSIGNOR, dated as of November 30, 2012 (the Controlling Agreement").

WHEREAS, ASSIGNOR is desirous of granting the entire right, title and interest in and to the inventions described in the patents and patent applications listed in Exhibit A (the "Patents"); and

WHEREAS, ASSIGNEE is desirous of obtaining the entire right, title and interest in and to the Patents;

NOW THEREFORE, for good and valuable consideration in the sum of one dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns and legal representatives its entire right, title and interest in and to said inventions and in and to said applications and all patents which may be granted therefore throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and including the right, title and interest in all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or similar appropriate authority to issue all patents for said invention, or patents resulting therefrom, insofar as ASSIGNOR'S interests are concerned, to the said ASSIGNEE of ASSIGNOR'S entire right, title and interest.

ASSIGNOR hereby covenants that no transfer, assignment, sale, agreement, lien, or other encumbrance has been or will be made or entered into that would conflict with this Assignment.

ASSIGNOR further covenants that it will promptly provide to ASSIGNEE all pertinent facts and documents relating to the Patents and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said letters patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR will promptly execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives including: (a) signing, executing and delivering instruments of assignment and other papers reasonably requested by the ASSIGNEE; (b) obtaining all right, title and interest of all inventors to the Patents wherein any right title and interest to the Patents has not already been transferred to the ASSIGNOR at the time of execution of the Controlling Agreement; and (c) performing

## ASSIGNMENT OF INVENTIONS (U.S.)

such acts including giving testimony or furnishing evidence in any proceeding as may be deemed necessary by the ASSIGNEE to perfect the ASSIGNEE'S rights to the Patents.

ASSIGNEE and ASSIGNOR hereby grant the attorney of record the power to insert on this Assignment or related documents any further identification, including but not limited to application numbers and filing dates, which may be necessary or desirable in order to comply with any rule or request of the United States Patent and Trademark Office or other country or regional patent office for the purposes of recording this document.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Controlling Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Controlling Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Controlling Agreement, and with respect to matters addressed in the Controlling Agreement but not addressed herein, the parties hereto agree that the terms of the Controlling Agreement shall control.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and taken together shall constitute a single instrument.

**[EXECUTION PAGES FOLLOW]**

ASSIGNMENT OF INVENTIONS (U.S.)

Executed on the date(s) below indicated:

ASSIGNOR:

Lucky Litter, LLC

By: Alan Cook

Date: 11/30/12

Name: Alan J. Cook

Title: Chief Executive Officer

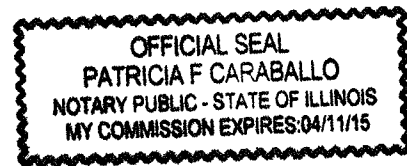
STATE OF Illinois )  
COUNTY OF Cook )

Before me, Patricia F. Caraballo, a Notary Public of said County and State, personally appeared Alan J. Cook, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Chief Executive Officer (or other officer authorized to execute the instrument) of Lucky Litter, LLC, the within named Assignor, and that he, as Chief Executive Officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his capacity as Chief Executive Officer.

Witness my hand and seal, at office in Chicago, Illinois  
this 30th day of November, 2012.

Patricia F. Caraballo  
Notary Public

My Commission Expires: 4/11/15



ASSIGNMENT OF INVENTIONS (U.S.)

ASSIGNEE:

Radio Systems Corporation

By: [Signature] 37

Date: 11-30-12

Name: Randal D. Boyd

Title: Chief Executive Officer

STATE OF TENNESSEE )

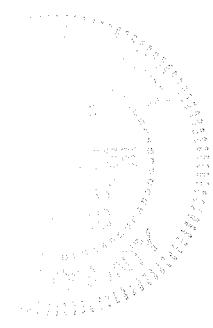
COUNTY OF KNOX )

Before me, Mary Lindsey, a Notary Public of said County and State, personally appeared Randal D. Boyd, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Chief Executive Officer (or other officer authorized to execute the instrument) of Radio Systems Corporation, the within named Assignee, and that he, as Chief Executive Officer of the Assignee, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as Chief Executive Officer.

Witness my hand and seal, at office in Knoxville, Tennessee, this 30<sup>th</sup> day of November, 2012.

[Signature]  
Notary Public

My Commission Expires: 11/2/16



## ASSIGNMENT OF INVENTIONS (U.S.)

### EXHIBIT A

Application Title	Application No.	Filing Date	Patent No.	Issue Date
LIGHT PROJECTING PET TOY	13/395,854	8/9/2012	Pending	Pending
MANUAL LITTER BOX	12/581,080	10/16/2009	7,997,230	8/16/2011
SELF-CLEANING LITTER BOX	10/574,068	11/6/2006	7,762,213	7/27/2010
SELF-CLEANING LITTER BOX	12/786,264	5/24/2010	8,161,908	4/24/2012
SELF-CLEANING LITTER BOX	13/042,224	3/7/2011	8,166,918	5/1/2012
SELF-CLEANING LITTER BOX	13/042,232	3/7/2011	8,166,919	5/1/2012
SELF CLEANING LITTER BOX (Divisional 1)	13/024,162	2/9/2011	8,028,659	10/4/2011
SELF-CLEANING LITTER BOX	13/042,240	3/7/2011	8,166,920	5/1/2012
MAGNETICALLY COUPLED PET TOY	29/369,344	9/7/2010	D659,305	5/8/2012
PET LASER LIGHT TOY	29/369,338	9/7/2010	D646,443	10/4/2011
MANUAL LITTER BOX	13/179,381	7/8/2011	Pending	Pending
TWITCH TOY	13/422,967	3/16/2012	Pending	Pending
CAT TOY	29/424,369	6/11/2012	Pending	Pending
CAT TOY MOUSE	29/424,368	6/11/2012	Pending	Pending
TWITCH TOY	61/453,139	3/16/2011	N/A	N/A