PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4252903

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
WOODSTREAM CORPORATION	01/27/2014

RECEIVING PARTY DATA

Name:	RADIO SYSTEMS CORPORATION
Street Address:	10427 PETSAFE WAY
City:	KNOXVILLE
State/Country:	TENNESSEE
Postal Code:	37919

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	14816595
Patent Number:	9101113
Patent Number:	9137971
Patent Number:	9161516
Patent Number:	9161515
Patent Number:	9125381
Patent Number:	8726847
Patent Number:	8726846
Patent Number:	8701600
Patent Number:	8726845
Application Number:	14200362
Patent Number:	8779925
Patent Number:	8297233

CORRESPONDENCE DATA

Fax Number: (678)406-8812

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Email: tdavis@bakerdonelson.com, kmcree@bakerdonelson.com

Correspondent Name: BAKER DONELSON IP DEPARTMENT

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ATTORNEY DOCKET NUMBER:	2925118-229
NAME OF SUBMITTER:	TAMI DAVIS
SIGNATURE:	/tami davis/
DATE SIGNED:	01/31/2017

Total Attachments: 9

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of January 31, 2017, is made by **WOODSTREAM CORPORATION**, ("**Seller**"), a Pennsylvania corporation, located at of 69 North Locust Street, Lititz, Pennsylvania 17543, in favor of **RADIO SYSTEMS CORPORATION**, ("**Purchaser**"), a Delaware corporation, located at 10427 Petsafe Way, Knoxville, Tennessee 37932, the purchaser of certain assets of Seller pursuant to an **Intellectual Property Purchase Agreement** between Purchaser and Seller, dated as of January 31, 2017 (the "**IP Purchase Agreement**").

WHEREAS, under the terms of the IP Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding national and regional patent offices in any applicable jurisdictions as appropriate; and

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, the "**Assigned IP**"):

(a) the patents and patent applications, and each and every patent that may issue in the future from any of the patent applications, set forth on Schedule 1 hereto, including future non-provisional applications, continuation applications, CIP applications, divisional applications, or reissue patents, as may be granted in any and all countries and group of countries and all continuations-in-part, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing Patents provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for any past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, its Assignment Record Services Division and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Purchaser. Following the date

hereof, upon Purchaser's reasonable request, Seller shall, at Purchaser's request (unless otherwise agreed in the IP Purchase Agreement) take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary and are reasonably requested by Purchaser to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the IP Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the IP Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the IP Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Purchase Agreement and the terms hereof, the terms of the IP Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, E-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties have had their duly authorized representative execute this Assignment as of the date set forth above.

SELLER:

WOODSTREAM CORPORATION

By: _____

Name: Andrew Church

Title: Chief Financial Officer and Secretary

PURCHASER:

RADIO SYSTEMS CORPORATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned parties have had their duly authorized representative execute this Assignment as of the date set forth above.

SELLER:

WOODSTREAM CORPORATION

By:_____

Name: Andrew Church

Title: Chief Financial Officer and Secretary

PURCHASER:

RADIO SYSTEMS CORPORATION

By:_____

Name: Chris Mainini

Title: Vice President

STATE OF Pennsylvania
COUNTY OF Lancaster

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Andrew Church, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Chief Financial Officer and Secretary of **WOODSTREAM CORPORATION**, the within named bargainor, a corporation, and that he as such Chief Financial Officer and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Chief Financial Officer and Secretary.

WITNESS my hand and seal at office, on this the 27th day of January, 2017.

Barbara A. Fridinger
Notary Public

My Commission Expires:
Feb 7, 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara A. Fridinger, Notary Public
Lititz Boro, Lancaster County
My Commission Expires Feb. 7, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the _____ of **RADIO SYSTEMS CORPORATION**, the within named bargainor, a corporation, and that he as such _____, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such _____.

WITNESS my hand and seal at office, on this the ____ day of _____, 2017.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____
COUNTY OF _____

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Andrew Church, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Chief Financial Officer and Secretary of **WOODSTREAM CORPORATION**, the within named bargainor, a corporation, and that he as such Chief Financial Officer and Secretary, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Chief Financial Officer and Secretary.

WITNESS my hand and seal at office, on this the ____ day of _____, 2017.

_____
Notary Public

My Commission Expires:

_____

STATE OF Tennessee
COUNTY OF Knox

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Chris Mainini, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Vice President of **RADIO SYSTEMS CORPORATION**, the within named bargainor, a corporation, and that he as such Vice President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and seal at office, on this the 31st day of January, 2017.

_____
Notary Public

My Commission Expires:
September 29, 2018

TRAVIS VICKERY
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

SCHEDULE 1

List of Assigned Patent and Patent Applications

Docket #	Patent #	Assignee	Title	Serial #/Pub. #	Date	Country
P73815US7	Pending	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method	14/816,595 2016/0192623	Published 07/07/2016	US
P73815US6	9,101,113	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method	14/279,026 2014/0327542	Issued 08/11/2015	US
P73815US4	9,137,971	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method With Temperature Compensated Crystal Oscillator for Reduced Clock Speed Variation Between Multiple Base Units and Collar	14/253,564 2014/0318475	Issued 09/22/2015	US
P73307US5	9,161,516	Woodstream Corporation	Radial-Shape Wireless Dog Fence System and Method With Reduced Clock Speed Variation Between Base Unit and Collar	14/254,558 2014/0311422	Issued 10/20/2015	US
P73815US5	9,161,515	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method With Reduced Clock Speed Variation Between Multiple Base Units and Collar	14/254,507 2014/0311421	Issued 10/20/2015	US
P73307US4	9,125,381	Woodstream Corporation	Radial-Shape Wireless Dog Fence System and Method With Temperature Compensated Crystal Oscillator for Reduced Clock Speed Variation Between Base Unit and Collar	14/254,598 2014/0305383	Issued 09/08/2015	US
P73815US2	8,726,846	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method With Reduced Clock Speed Variation Between Multiple Base Units and Collar	13/688,795 2013/0180468	Issued 05/20/2014	US
P73815US3	8,726,847	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method With Temperature Compensated Crystal Oscillator for Reduced Clock	13/688,834 2013/0180469	Issued 05/20/2014	US

Docket #	Patent #	Assignee	Title	Serial #/Pub. #	Date	Country
			Speed Variation Between Multiple Base Units and Collar			
P73307US2	8,701,600	Woodstream Corporation	Radial-Shape Wireless Dog Fence System and Method With Reduced Clock Speed Variation Between Base Unit and Collar	13/618,253 2013/0092098	Issued 04/22/2014	US
P73307US3	8,726,845	Woodstream Corporation	Radial-Shape Wireless Dog Fence System and Method With Temperature Compensated Crystal Oscillator for Reduced Clock Speed Variation Between Base Unit and Collar	13/618,329 2013/0098311	Issued 05/20/2014	US
P74651US1	Pending	Woodstream Corporation	Integrated Apparatus and Method to Combine a Wireless Fence Collar With GPS Tracking Capability	14/200,362 2014/0261235	Published 09/18/2014	US
P73815US1	8,779,925	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method	13/067,248 2011/0298615	Issued 07/15/2014	US
P73307US1	8,297,233	Woodstream Corporation	Radial-Shape Wireless Dog Fence System and Method	12/926,668 2011/0232585	Issued 10/30/2011	US

Foreign patent publications associated with P73815US7/US6/US1:

Docket #	Patent #	Assignee	Title	Serial #/Pub. #	Date	Country
P73815EP1	Pending	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method	11784149.4	Filed 11/15/2012	EP
P73815CN1	ZL201180035401.5	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method	201180035401.5	Issued 03/30/2016	CN
P73815CA1	2799568	Woodstream Corporation	Custom-Shape Wireless Dog Fence System and Method	2799568	Issued 12/09/2014	CA

Foreign patent publications associated with P74651US1:

Docket #	Patent #	Assignee	Title	Serial #/Pub. #	Date	Country
P74651EP1	Pending	Woodstream Corporation	Integrated Apparatus and Method to Combine a Wireless Fence Collar With GPS Tracking Capability	14713748.3	Filed 09/10/2015	EP

Foreign patent publications associated with P73307US1:

Docket #	Patent #	Assignee	Title	Serial #/Pub. #	Date	Country
P73307CN1	ZL201110121456.X	Woodstream Corporation	Radial-Shape Wireless Dog Fence System and Method	14713748.3	Issued 01/14/2015	CN
P73307CA1	Pending	Woodstream Corporation	Radial-Shape Wireless Dog Fence System and Method	2734583	Filed 03/22/2011	CA