

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radio Systems Corporation		08/03/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
<b>Street Address:</b>	10161 CENTURION PARKWAY NORTH
<b>City:</b>	JACKSONVILLE
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32256
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	4502838	
<b>Registration Number:</b>	4441324	YARDMAX
<b>Registration Number:</b>	3577875	LUCKY LITTER
<b>Registration Number:</b>	3395851	SCOOPFREE
<b>Registration Number:</b>	4688543	FROLICAT
<b>Registration Number:</b>	4627482	PROTECT. TEACH. LOVE.
<b>Registration Number:</b>	4732308	INDIGO SMOKEHOUSE STRIPS
<b>Registration Number:</b>	4717254	PASSPORT
<b>Registration Number:</b>	4717253	PASSPORT-PET ACCESS SMART SYSTEM
<b>Registration Number:</b>	4789444	HY-DRATE
<b>Registration Number:</b>	4931971	SPORTDOG

## CORRESPONDENCE DATA

Fax Number: 6152446804

*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.*

Phone: 615-850-8784

Email: trademarkdocket@wallerlaw.com

Correspondent Name: Kristen F. Johns

Address Line 1: c/o Waller Lansden Dortch &amp; Davis, LLP

Address Line 2: 511 Union Street, Suite 2700

TRADEMARK

<b>Address Line 4:</b>	Nashville, TENNESSEE 37219
<b>ATTORNEY DOCKET NUMBER:</b>	008816.62888
<b>NAME OF SUBMITTER:</b>	Kristen F. Johns
<b>SIGNATURE:</b>	/KRISTEN F. JOHNS/
<b>DATE SIGNED:</b>	08/05/2016
<b>Total Attachments: 5</b> source=RSC BNYM Trademark Collateral Agreement#page1.tif source=RSC BNYM Trademark Collateral Agreement#page2.tif source=RSC BNYM Trademark Collateral Agreement#page3.tif source=RSC BNYM Trademark Collateral Agreement#page4.tif source=RSC BNYM Trademark Collateral Agreement#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 3<sup>rd</sup> day of August, 2016, Radio Systems Corporation, a Delaware corporation (the "Company"), Innotek, Inc., an Indiana corporation, and Invisible Fence, Inc., a Delaware corporation (collectively, the "Debtors") with its principal place of business and mailing address at 10427 PetSafe Way, Knoxville, Tennessee 37932, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges as collateral security to The Bank of New York Mellon Trust Company, N.A., a national banking corporation ("BNYM") with its mailing address at 10161 Centurion Parkway North, Jacksonville, Florida 32256, acting as collateral agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BNYM acting as such collateral agent and any successors or assigns to BNYM acting in such capacity being hereinafter referred to as the "Collateral Agent"), and grants to the Collateral Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtors and its affiliates as set out in that certain Second Amended and Restated Security Agreement dated as of October 23, 2012 between Debtors, certain affiliates of Debtors and the Collateral Agent, as the same may be amended, modified, supplemented, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Collateral Agent of any applications by Debtors for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtors' Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Collateral Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

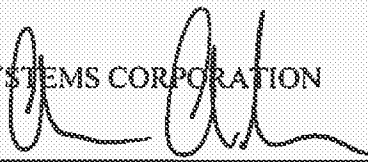
Debtors does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

RADIO SYSTEMS CORPORATION

By



Name: Chris Chandler

Title: Chief Financial Officer

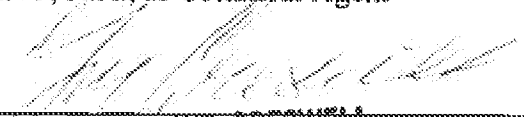
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[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT (RADIO SYSTEMS CORPORATION)]

TRADEMARK  
REEL: 005851 FRAME: 0241

Accepted and agreed to as of the date and year last above written,

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Collateral Agent

By:   
Name: GERALDINE CRESWELL  
Title: VICE PRESIDENT

4839-7325-3937

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK  
REEL: 005851 FRAME: 0242

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

MARK	REG. NO.	FILE NO.	FILED	REGISTERED
SOCIAL PET logo	4,502,838	85-802050	12/13/12	03/25/14
YARDMAX	4,441,324	85-762267	10/24/12	11/26/13
LUCKY LITTER	3,577,875	78-576140	02/28/05	02/17/09
SCOOPFREE	3,395,851	78-587795	03/15/05	03/11/08
FROLICAT	4,688,543	86-333301	07/10/14	02/17/15
PROJECT TEACH LOVE	4,627,482	86-117460	11/13/13	10/28/14
INDIGO SMOKEHOUSE STRIPS	4,732,308	86-041530	08/19/13	05/05/15
PASSPORT	4,717,254	86-032504	08/08/13	04/07/15
PASSPORT-Pet Access Smart System	4,717,253	86-032457	08/08/13	04/07/15
HY-DRATE	4,789,444	86-477381	12/11/14	08/11/15
SPORTDOG	4,931,971	86-734565	08/24/15	04/05/16

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