

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|----------------------|
| Furminator, Inc. | | 06/07/2011 | CORPORATION: INDIANA |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | CapitalSouth Partners Fund II Limited Partnership |
| Composed Of: | COMPOSED OF CapitalSouth Partners F-II, LLC, general partner |
| Street Address: | 1011 Morehead Street |
| Internal Address: | Suite 150 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28204 |
| Entity Type: | LIMITED PARTNERSHIP: NORTH CAROLINA |

| | |
|--------------------------|--|
| Name: | CapitalSouth Partners SBIC Fund III, L.P. |
| Composed Of: | COMPOSED OF CapitalSouth Partners SBIC F-III, LLC, general partner |
| Street Address: | 1011 East Morehead Street |
| Internal Address: | Suite 150 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28204 |
| Entity Type: | LIMITED PARTNERSHIP: NORTH CAROLINA |

| | |
|--------------------------|---|
| Name: | Eagle Fund I, L.P. |
| Composed Of: | COMPOSED OF Eagle Fund, L.L.C., general partner |
| Street Address: | 1011 Morehead Street |
| Internal Address: | Suite 150 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28204 |
| Entity Type: | LIMITED PARTNERSHIP: NORTH CAROLINA |

TRADEMARK

900197224

REEL: 004584 FRAME: 0649

CH \$65.00 85070906

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|-------------------|---|
| Name: | Eagles Fund II, L.P. |
| Composed Of: | COMPOSED OF EAGLE FUND II PARTNERS, L.L.C., general partner |
| Street Address: | 1011 East Morehead Street |
| Internal Address: | Suite 150 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28204 |
| Entity Type: | LIMITED PARTNERSHIP: NORTH CAROLINA |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------|----------|------------------------------|
| Serial Number: | 85070906 | YOU'VE GOT TO BE SHEDDING ME |
| Serial Number: | 85156730 | MY FURST |

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 |
| Signature: | /Linda D. Bayliss, paralegal/ |
| Date: | 07/18/2011 |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark 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 Trademark Security Agreement dated as of September 10, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") executed by the Debtor, Lenders and Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Trademark 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 Trademark Collateral, including each mark, registration and application listed on Schedule I attached hereto and made a part hereof.

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

[Signature page follows]

1456654v2


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

**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

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(Short Form)

TRADEMARK
REEL: 004584 FRAME: 0652

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

**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

STATE OF Missouri

COUNTY OF St. Louis

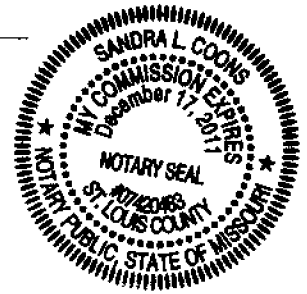
The foregoing instrument was acknowledged before me this 7 day of June, 2011 by Mary Czapeczka, Chief Financial Officer of FURminator, Inc., an Indiana corporation, on behalf of such corporation.

Sandra L. Coons

Notary Public

My commission expires:

Dec 17, 2011



SCHEDULE I
TRADEMARKS

Marks

| | | |
|--------------------------------|---------------------------------|-----------|
| | | |
| U.S. Application No. 85/070906 | YOU'VE GOT TO BE SHEDDING ME | Allowed |
| U.S. Application No. 85/156730 | MY FURST | Published |