

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Radio Systems Corporation		10/23/2012	CORPORATION: DELAWARE
Innotek, Inc.		10/23/2012	CORPORATION: ILLINOIS
Invisible Fence, Inc.		10/23/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	10161 Centurion Parkway North
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 119

Property Type	Number	Word Mark
Registration Number:	1371021	INVISIBLE FENCING
Registration Number:	1593951	THE FENCE THAT MAKES SENSE
Registration Number:	1600470	INVISIBLE FENCE
Registration Number:	1624577	OFF-LIMITS
Registration Number:	1687015	INVISIBLE BOUNDARY
Registration Number:	1650004	INBOUNDS
Registration Number:	1657246	IF INVISIBLE FENCING
Registration Number:	1695218	INVISIBLE BARRIER
Registration Number:	1765230	INVISIBLE
Registration Number:	1784764	SHARING THE RESPONSIBILITY FOR YOUR PET'S WELL BEING
Registration Number:	1849121	INVISIBLE POWER
Registration Number:	1865194	SAFE DOG

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Registration Number:	1931082	POWER CAP
Registration Number:	1931975	YOUR NEIGHBORHOOD PET CONTAINMENT PROFESSIONALS
Registration Number:	1966900	INVISIBLE MASK
Registration Number:	2027880	PET CENTRAL
Registration Number:	2087416	BREAK ALERT
Registration Number:	2289566	IN-HOME
Registration Number:	2472142	INVISIBLE GATE
Registration Number:	2559160	INVISIBLE SENTRY
Registration Number:	2823408	COMPUTER COLLAR
Registration Number:	3115155	SHIELDS
Registration Number:	3213995	
Registration Number:	3413690	THE BRAND VETS RECOMMEND MOST FOR DOG SAFETY AND FREEDOM
Registration Number:	3693996	BOUNDARY PLUS
Registration Number:	3825965	MICROLITE
Registration Number:	4035965	PETFREE
Registration Number:	2261090	TRACK & TRAIN
Registration Number:	2311618	INNOTEK
Registration Number:	2411822	SMART DOG
Registration Number:	2567368	COMMAND SERIES
Registration Number:	2583931	CONTAIN 'N' TRAIN
Registration Number:	2582042	FREE SPIRIT
Registration Number:	2955832	ZONES
Registration Number:	3096746	READYTEST
Registration Number:	3097764	INNOTEK QUICKER TRAINING. BETTER DOGS.
Registration Number:	3181028	CONTAIN 'N' TRAIN
Registration Number:	3249586	INNOTEK
Registration Number:	3280562	FIELDPRO
Registration Number:	3321169	RANGER
Registration Number:	3099285	ULTRASMART
Registration Number:	3321086	GEAR DOGS RESPECT
Registration Number:	1007892	JOHNSON
Registration Number:	1116869	STAYWELL
Registration Number:	1642088	JOHNSON PET-DOR

Registration Number:	1666429	FENCEMASTER
Registration Number:	1796849	UNDERGROUND FENCE
Registration Number:	1992998	SCATMAT
Registration Number:	2093426	ABOISTOP
Registration Number:	2502307	PETSAFE
Registration Number:	2594031	SPRAY COMMANDER
Registration Number:	2699907	PETSAFE
Registration Number:	2832603	PRO-LITE
Registration Number:	2851003	PROHUNTER
Registration Number:	2875312	PETSAFE TRAINING SYSTEMS
Registration Number:	2875820	SPORTHUNTER
Registration Number:	2877363	ADD-A-DOG
Registration Number:	2898600	STAYWELL
Registration Number:	2926513	SAFE PETS, HAPPY OWNERS
Registration Number:	2962056	INSTANT FENCE
Registration Number:	2964345	SSSCAT
Registration Number:	2969865	SPORTTRAINER
Registration Number:	3071010	RADIO FENCE
Registration Number:	3085566	GUARDIAN
Registration Number:	3100014	VIRTUAL BARRIER
Registration Number:	3162408	WELLNESS BED
Registration Number:	3140943	STAYWELL THE WORLD'S LARGEST SELLING PET DOOR
Registration Number:	3167345	SPORTDOG
Registration Number:	3231327	IDEA FETCH
Registration Number:	3245680	FIELDTRAINER
Registration Number:	3275294	RADIO SYSTEMS
Registration Number:	3290878	HOUNDHUNTER
Registration Number:	3290868	WETLANDHUNTER
Registration Number:	3316822	SIMPLY CLEAN
Registration Number:	3319500	SPORTDOG BRAND
Registration Number:	3332396	AUTHORIZED PETSAFE PRO
Registration Number:	3330630	PRO TX
Registration Number:	3347058	STAY! MAT
Registration Number:	3355134	HEATED WELLNESS SLEEPER
Registration Number:	3399633	GLOWGRIP

	3410877	ADD-A-BEEPER
Registration Number:	3423990	SAFE PETS, HAPPY OWNERS
Registration Number:	3438240	REALHAWK
Registration Number:	3456584	PERFECT BARK
Registration Number:	3490749	WIRELESS LEASH
Registration Number:	3500287	PETSAFE RESCUE SERVICE
Registration Number:	3509931	COMFORT-FIT
Registration Number:	3535886	MULTIVET
Registration Number:	3577854	BARKENDER
Registration Number:	3611165	FREEDOM
Registration Number:	3624843	GEAR THE WAY YOU'D DESIGN IT
Registration Number:	3692384	UNLEASHED TECHNOLOGY
Registration Number:	3700426	UPLANDHUNTER
Registration Number:	3714945	SPORTDOG BRAND CONSERVATION FUND
Registration Number:	3732874	UPLANDBLAZE
Registration Number:	3741066	VENTURE SERIES
Registration Number:	3773105	VENTURE SERIES
Registration Number:	3779609	GEAR THE WAY YOU'D DESIGN IT
Registration Number:	3788930	
Registration Number:	3789659	ROY GONIA
Registration Number:	3802829	DRYTEK
Serial Number:	85069604	EATWELL
Registration Number:	3993372	LICKETY STIK
Registration Number:	4026978	SPORTDOG BRAND
Registration Number:	4057616	CANINE ATHLETE BEYOND BASIC NUTRITION
Registration Number:	4057617	STAY + PLAY WIRELESS FENCE
Registration Number:	4071446	PETSAFE
Registration Number:	4078885	PETSAFE SAFE PETS HAPPY OWNERS
Registration Number:	4179477	LICKETY STIK
Serial Number:	85544698	AQUA CUBE
Registration Number:	4183123	GIVE A LICK
Serial Number:	85661307	AQUA FALLS
Serial Number:	85672604	FELINE LICKETY STIK
Serial Number:	85532508	PETSAFE
Serial Number:	85532392	PETSAFE SAFE PETS HAPPY OWNERS

TRADEMARK

REEL: 004901 FRAME: 0071

	3686766	PAWZ AWAY
Registration Number:	3149491	PETSAFE BARK CONTROL
Registration Number:	2993215	PETSAFE WELLNESS BED
Serial Number:	85092844	PETSAFE SAFE PETS HAPPY OWNERS

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	424130-2
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/16/2012

Total Attachments: 54

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Radio Systems Corporation
- 2. Innotek, Inc.
- 3. Invisible Fence, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. IL; 3. DE
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 23, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Bank of New York Mellon Trust Company, N.A.

Street Address: 10161 Centurion Parkway North

City: Jacksonville

State: FL

Country: USA Zip: 32256

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

73-490278 INVISIBLE FENCING (Class 9)

B. Trademark Registration No.(s)

1371021

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nicole Piazza

Internal Address: _____

Street Address: Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212.701.3231

Docket Number: _____

Email Address: npiazza@cahill.com

6. Total number of applications and registrations involved:

119

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

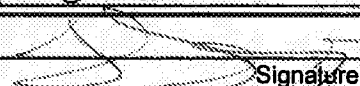
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Jonathan Forgang

11/12/2012

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

54

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECURITY AGREEMENT

This Security Agreement (this "*Agreement*") is dated as of October 23, 2012, by and among Radio Systems Corporation, a Delaware corporation (the "*Company*"), Radio Systems Holdings, Inc. ("*Holdings*") and certain subsidiaries of the Company from time to time party hereto (each a "*Guarantor*" and, together with the Company and any other entity that becomes a debtor hereunder, the "*Debtors*"), each with its mailing address as set forth in Section 14(b) below, and The Bank of New York Mellon Trust Company, N.A., a national banking association ("*BNYM*"), with its mailing address as set forth in Section 14(b) below, acting as collateral agent hereunder for the Secured Creditors hereinafter identified and defined (BNYM acting as such collateral agent and any successor or successors to BNYM acting in such capacity being hereinafter referred to as the "*Collateral Agent*").

PRELIMINARY STATEMENTS

A. The Company has entered into that certain Indenture, dated as of October 23, 2012 (as supplemented or otherwise modified from time to time, the "*Indenture*"), by and among the Company, the Guarantors party thereto and BNYM, as trustee (together with its successors in such capacity, the "*Trustee*"), on behalf of the Holders, as such term is defined in the Indenture (the "*Holder*," together with the Trustee and the Collateral Agent, being hereinafter referred to collectively as the "*Notes Secured Creditors*" and individually as a "*Notes Secured Creditor*"), pursuant to which the Company is issuing \$250,000,000 in aggregate principal amount of its 8 $\frac{3}{8}$ % Senior Secured Second Lien Notes due 2019 (together with any Additional Notes issued pursuant to (and as defined in) the Indenture, the "*Notes*"). "*Secured Creditors*" shall mean the Notes Secured Creditors and the holders of, and trustees, collateral agents or other representatives with respect to, Pari Passu Lien Indebtedness (as defined below).

B. The Debtors are executing and delivering this Agreement pursuant to the terms of the Indenture to induce the Trustee to enter into the Indenture and induce the Holders to purchase the Notes.

C. This Agreement is made by the Debtors in favor of the Collateral Agent for the benefit of the Secured Creditors to secure the payment and performance in full when due of the Secured Obligations.

D. Each Debtor will benefit, directly or indirectly, from the purchase of the Company's Notes by the Secured Creditors.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Terms defined in Indenture. Except as otherwise provided in Section 2 below, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Indenture. The term "Debtor" and "Debtors" as used herein shall mean and include the Debtors collectively and also each individually, with all grants, representations,

warranties, and covenants of and by the Debtors, or any of them, herein contained to constitute joint and several grants, representations, warranties, and covenants of and by the Debtors; *provided, however*, that unless the context in which the same is used shall otherwise require, any grant, representation, warranty or covenant contained herein related to the Collateral shall be made by each Debtor only with respect to the Collateral owned by it or represented by such Debtor as owned by it. “*Discharge of First Lien Obligations*,” “*First Lien Collateral Agent*” and “*First Lien Loan Documents*” shall have the meaning given to such terms in the Intercreditor Agreement, dated of even date herewith, between the First Lien Collateral Agent and the Collateral Agent (as may be amended, restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”).

Section 2. Grant of Security Interest in the Collateral. As collateral security for the Secured Obligations defined below, each Debtor hereby grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Collateral Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set-off against, all right, title, and interest of each Debtor, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Instruments (including Promissory Notes);
- (d) Documents;
- (e) General Intangibles (including Payment Intangibles and Software, patents, trademarks, tradestyles, copyrights, and all other intellectual property rights, including all applications, registration, and licenses therefor, and all goodwill of the business connected therewith or represented thereby);
- (f) Letter-of-Credit Rights;
- (g) Supporting Obligations;
- (h) Deposit Accounts;
- (i) Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);
- (j) Inventory;
- (k) Equipment (including all software, whether or not the same constitutes embedded software, used in the operation thereof);

- (l) Fixtures;
- (m) Commercial Tort Claims (as described on Schedule E hereto or on one or more supplements to this Agreement);
- (n) Rights to merchandise and other Goods (including rights to returned or repossessed Goods and rights of stoppage in transit) which is represented by, arises from, or relates to any of the foregoing;
- (o) Monies, personal property, and interests in personal property of such Debtor of any kind or description now held by any Secured Creditor or at any time hereafter transferred or delivered to, or coming into the possession, custody or control of, any Secured Creditor, or any agent or affiliate of any Secured Creditor, whether expressly as collateral security or for any other purpose (whether for safekeeping, custody, collection or otherwise), and all dividends and distributions on or other rights in connection with any such property;
- (p) Supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of such Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;
- (q) Accessions and additions to, and substitutions and replacements of, any and all of the foregoing;
- (r) Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof; and
- (s) Present and future intercompany debt owed by any Debtor;

all of the foregoing being herein sometimes referred to as the "*Collateral*"; *provided, however* that, anything contained in this Agreement to the contrary notwithstanding, the term "*Collateral*" shall not include the following (each which shall constitute an ("*Excluded Asset*"): (i) any Investment Property that consists of the voting capital stock or other voting equity interests of a Foreign Subsidiary in excess of 65% of the total outstanding Voting Stock (as defined below) of such Foreign Subsidiary, except that such 65% limitation shall not apply to a Foreign Subsidiary that (A) is treated as a partnership under the Code or (ii) is not treated as an entity that is separate from (x) its direct U.S. parent entity, (y) any Person that is treated as a partnership under the Code, or (z) any "United States person" (as defined in Section 7701(a)(30) of the Code); (ii) any rights or interests in any contract, permit, license, franchise, charter or license agreement (each a "*Restricted Asset*") that is now or hereafter held by a Debtor to the extent that: (A) as a result of the grant of a security interest therein, such Debtor's rights in or with respect to such Restricted

Asset would be forfeited or the Debtor would be deemed to have breached or defaulted under the applicable agreement or other document that governs such Restricted Asset pursuant to restrictions contained in such applicable agreement or other document ("*Restrictions*"), and (B) any such Restriction is effective and enforceable under applicable law (including, without limitation, Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction); *provided* further that, in no event shall the foregoing be construed to exclude any Restricted Asset from the lien and security interest created by this Agreement at any time that (x) the applicable Restrictions for such Restricted Asset are no longer effective or enforceable or (y) the consent of the other party or parties, as appropriate, to the Restricted Asset is obtained to the grant of a security interest in such Restricted Asset in favor of the Administrative Agent; (iii) any property or asset only to the extent and for so long as the grant of a security interest in such property or asset is prohibited by any applicable law or requires a consent not obtained of any governmental authority pursuant to applicable law (after giving effect to Section 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law); (iv) Capital Interests of a Person that constitutes a Subsidiary (other than a Restricted Subsidiary or a wholly-owned Subsidiary) the pledge of which would violate a contractual obligation to the owners of the other Capital Interests of such Person (other than the Company or Guarantor) that is binding on or relating to such Capital Interests but solely to the extent and for so long as such contractual obligation exists; (v) any property (and proceeds thereof) of the Company or any Guarantor that is subject to a Lien securing Purchase Money Debt, Capital Lease Obligation or Acquired Debt, in each case permitted under the definition of Permitted Liens under the Indenture, to the extent the documents relating to such Lien securing Purchase Money Debt, Capital Lease Obligation or Acquired Debt would not permit such property (and proceeds thereof) to be subject to the Liens created under the Security Documents (*provided* that immediately upon the ineffectiveness, lapse or termination of any such restriction, such property shall cease to be an "Excluded Asset"); (vi) property or assets owned by any Foreign Subsidiary or any Unrestricted Subsidiary; (vii) any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; *provided* that upon such filing and acceptance, such intent-to-use applications shall cease to be "Excluded Assets"; and (viii) leasehold real property interests, and any other real property that is not Material Real Property. All terms which are used in this Agreement which are defined in the Uniform Commercial Code of the State of New York as in effect from time to time ("*UCC*") shall have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide. For purposes of this Agreement, the term "*Receivables*" means all rights to the payment of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible, or otherwise. "*Voting Stock*" of any Person means ownership interests of any class or classes (however designated) having ordinary power for the election of directors or other similar governing body of such Person (including general partners of a partnership), other than ownership interests having such power only by reason of the happening of a contingency.

As collateral security for the Secured Obligations defined below, each Debtor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in, all right, title, and interest of each Debtor, whether now owned or existing or hereafter

created, acquired or arising, in and to all of the Collateral that is in the possession or under control of the First Lien Collateral Agent (or in the possession or control of its agents or bailees), to the extent that possession or control thereof is taken to perfect a Lien thereon under the UCC, including Deposit Accounts and Securities Accounts (as such terms are defined in the UCC) maintained with the First Lien Collateral Agent; *provided* that such lien and security interest shall be effective only when the Intercreditor Agreement is in effect and after such time the Collateral Agent shall have a lien and security interest in all such Collateral until the full payment and satisfaction of the Secured Obligations.

Section 3. Secured Obligations. (a) This Agreement is made and given to secure, and shall secure, the prompt payment and performance of (a) Notes Obligations (as defined below), (b) Pari Passu Lien Indebtedness (as defined below) (including Additional Notes issued under the Indenture), that the Company desires to secure by the Collateral on a pari passu basis with the Notes and (c) any and all expenses and charges, legal or otherwise, suffered or incurred by the Secured Creditors, and any of them individually, in collecting or enforcing any of such indebtedness, obligations, and liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (all of the indebtedness, obligations, liabilities, expenses, and charges described above being hereinafter referred to as the "*Secured Obligations*"). Notwithstanding anything in this Agreement to the contrary, the right of recovery against any Debtor under this Agreement (other than the Company to which this limitation shall not apply) shall not exceed \$1.00 less than the lowest amount that would render such Debtor's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law. "*Notes Obligations*" means all obligations and all amounts owing, due or secured under the Indenture, the Notes and the Security Documents, whether now existing or arising hereafter, including all principal, premium, interest, fees, attorneys' fees, costs, expenses, reimbursement obligations, indemnities, guarantees, and all other amounts payable under or secured by the Indenture, the Notes and the Security Documents (including, in each case, all interest, fees and amounts accruing on or after the commencement of an Insolvency or Liquidation Proceeding (as defined in the Intercreditor Agreement) relating to any Debtor whether or not allowed or allowable in such Insolvency or Liquidation Proceeding).

(b) On or after the date hereof and so long as expressly permitted by the Indenture and any other agreement then outstanding under which any Pari Passu Lien Indebtedness (as defined below) are incurred (an "*Pari Passu Lien Indebtedness Agreement*"), the Company may from time to time designate Indebtedness at the time of incurrence to be secured on a *pari passu* basis with the Notes Obligations as Pari Passu Lien Indebtedness by delivering to the Collateral Agent and each duly authorized representative of any holder of Pari Passu Lien Indebtedness under any Pari Passu Lien Indebtedness Agreement designated as "Authorized Representative" for such holder (an "*Authorized Representative*") in a joinder substantially in the form of Exhibit A to this Agreement and executed by the Authorized Representative (an "*Other Pari Passu Lien Secured Creditor Joinder*") delivered to the Collateral Agent (a) a certificate signed by an Officer of the Company (i) identifying the obligations so designated and the initial aggregate principal amount or face amount thereof, (ii) stating that such obligations are designated as Pari Passu Lien Indebtedness for purposes hereof, (iii) certifying that such designation of such obligations as Pari Passu Lien Indebtedness complies

with the terms of the Indenture and any Pari Passu Lien Indebtedness Agreement then outstanding and (iv) specifying the name and address of the Authorized Representative for such obligations and (b) a fully executed Other Pari Passu Lien Secured Creditor Joinder. Each Authorized Representative agrees that upon the satisfaction of all conditions set forth in the preceding sentence, the Collateral Agent shall act as agent under this Agreement for the Authorized Representative and the holders of such Pari Passu Lien Indebtedness and as collateral agent for the benefit of all Secured Creditors, including without limitation, any Secured Creditors that hold any such Pari Passu Lien Indebtedness, and each Authorized Representative agrees to the appointment, and acceptance of the appointment, of the Collateral Agent for the Authorized Representative and the holders of such Pari Passu Lien Indebtedness as set forth in each Other Pari Passu Lien Secured Creditor Joinder and agrees, on behalf of itself and each Secured Creditor it represents, to be bound by this Agreement, the Other Pari Passu Lien Secured Creditor Joinder and the Intercreditor Agreement. "*Pari Passu Lien Indebtedness*" means Indebtedness of the Company or the Guarantors issued following the date of this Agreement to the extent (i) such Indebtedness is not prohibited by the terms of the Indenture and each then existing Pari Passu Lien Indebtedness Agreement from being secured by Liens on the Collateral ranking pari passu with the Liens securing the Notes Obligations, (ii) the Debtors have granted Liens consistent with clause (i) on the Collateral to secure the obligations in respect of such Indebtedness, (iii) such Indebtedness or other obligations constitute "*Pari Passu Lien Indebtedness*" as defined in the Indenture, and (iv) such Indebtedness has been designated pursuant to this Section and the Authorized Representative for the holders of such Indebtedness has executed and delivered to the Collateral Agent the Other Pari Passu Lien Secured Creditor Joinder, and shall include all obligations and all amounts owing or due under the Pari Passu Lien Indebtedness Agreements, whether now existing or arising hereafter, including all principal, premium, interest, fees, attorneys fees', costs, charges, expenses, reimbursement obligations, indemnities, guarantees, and all other amounts payable under any Pari Passu Lien Indebtedness Agreement (including, in each case, all interest, fees and other amounts accruing on or after the commencement of Insolvency or Liquidation Proceeding (as defined in the Intercreditor Agreement) relating to any Debtor whether or not allowed or allowable in such Insolvency or Liquidation Proceeding).

(c) All agreements and obligations of the Debtors shall be joint and several.

Section 4. Covenants, Agreements, Representations and Warranties. (a) Each Debtor hereby represents and warrants to the Secured Creditors that:

(i) Each Debtor is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization. Each Debtor is the sole and lawful owner of its owned Collateral, and has full right, power, and authority to enter into this Agreement and to perform each and all of the matters and things herein provided for. The execution and delivery of this Agreement, and the observance and performance of each of the obligations herein set forth, will not (i) contravene or constitute a default under any provision of applicable law or any judgment, injunction, order or decree binding upon any Debtor or any provision of any Debtor's organizational documents (*e.g.*, charter, articles or certificate of incorporation and by-laws, articles or certificate of formation and limited liability company operating agreement, partnership agreement or similar organizational documents) or any covenant, indenture or agreement of or affecting any Debtor or any of

its property, except, in each case, where such failure to do so could not reasonably be expected to have a Material Adverse Effect, or (ii) result in the creation or imposition of any lien or encumbrance on any property of any Debtor except for the lien and security interest granted to the Collateral Agent hereunder.

(ii) As of the date hereof, each Debtor's respective chief executive office is at the location listed under Column 2 on Schedule A attached hereto opposite such Debtor's name; and such Debtor has no other executive offices or places of business other than those listed under Column 3 on Schedule A attached hereto opposite such Debtor's name.

(iii) As of the date hereof, each Debtor's legal name, jurisdiction of organization and organizational number (if any) are correctly set forth under Column 1 on Schedule A of this Agreement. No Debtor has transacted business at any time during the immediately preceding five-year period, and does not currently transact business, under any other legal names or trade names other than the prior legal names and trade names (if any) set forth on Schedule B attached hereto or of which the Collateral Agent has been notified pursuant to Section 4(b)(ii) hereof.

(iv) The Collateral and every part thereof is free and clear of all security interests, liens (including, without limitation, mechanics', laborers' and statutory liens), attachments, levies, and encumbrances of every kind, nature, and description and whether voluntary or involuntary, except for the lien and security interest of the Collateral Agent therein and other Liens permitted by Section 4.11 of the Indenture (herein, the "*Permitted Liens*").

(v) Schedule C-1 attached hereto contains a true, complete, and current listing as of the date hereof of all patents, trademarks, tradestyles, copyrights, and other intellectual property rights (including all registrations and applications therefor) owned by each of the Debtors as of the date hereof that are registered with any governmental authority. Except as set forth on Schedule C-2, each Debtor owns or possesses rights to use all franchises, licenses, patents, trademarks, trade names, tradestyles, copyrights, and rights with respect to the foregoing which are required to conduct its business. No event has occurred which permits, or after notice or lapse of time or both would permit, the revocation or termination of any such rights, and the Debtors are not liable to any person for infringement under applicable law with respect to any such rights as a result of its business operations which could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. "*Material Adverse Effect*" means (a) a material adverse change in, or material adverse effect upon, the operations, business, property, or condition (financial or otherwise) of Holdings, the Company and its Subsidiaries taken as a whole, (b) a material impairment of the ability of Holdings, the Company or any Subsidiary to perform its material obligations under the Indenture, the Notes or the Security Documents or (c) a material adverse effect upon (i) the legality, validity, binding effect or enforceability against Holdings, the Company or any Guarantor of the Indenture, the Notes or the Security Documents or the rights and remedies of the Secured Creditors thereunder or (ii) the perfection or priority of any Lien granted under any Security Document.

(vi) Schedule E attached hereto contains a true, complete and current listing of all Commercial Tort Claims held by the Debtors as of the date hereof, each described by referring to a specific incident giving rise to the claim.

(b) Each Debtor hereby covenants and agrees with the Secured Creditors that:

(i) No Debtor shall move its chief executive office or maintain a place of business at a location other than those specified under Columns 2 or 3 on Schedule A without first providing the Collateral Agent at least 30 days prior written notice of the Debtor's intent to do so.

(ii) The Company will furnish to the Collateral Agent, with respect to the Company or any Guarantor, promptly (and in any event, within 30 days of such change, or such longer period as may be agreed by the Collateral Agent) written notice of any change in such Person's (i) legal name, (ii) jurisdiction of organization or formation, (iii) identity or form of entity or (iv) Organizational Identification Number. The Company and the Guarantors will agree not to effect or permit any change referred to in the preceding sentence unless all filings have been made or will have been made within any applicable statutory period under the UCC or otherwise that are required in order for the Collateral Agent to continue at all times following such change to maintain a valid, legal and perfected security interest in such portion of the Collateral in which it held a perfected security interest immediately prior to such change. The Company also agrees promptly (and in any event, within 30 days of such event, or such longer period as may be agreed by the Collateral Agent) to notify the Collateral Agent if any material portion of the Collateral is damaged, destroyed or condemned.

(iii) Each year, at the time of delivery of the annual financial statements with respect to the preceding fiscal year, the Company shall deliver to the Trustee (i) a certificate of a financial officer setting forth the information required by this Agreement or confirming that there has been no change in such information since the date of the prior annual financial statements, and (ii) an opinion of counsel in accordance with Section 314(b) of the Trust Indenture Act.

(iv) Each Debtor shall warrant and defend its owned Collateral against any claims and demands of all persons at any time claiming the same or any interest in the Collateral adverse to any of the Secured Creditors.

(v) Each Debtor agrees it will not waste or destroy the Collateral or any part thereof, except for Collateral that is broken, obsolete or otherwise no longer useful in the Debtor's business, and will not be negligent in the care or use of any material portion of the Collateral, except for Collateral that is broken, obsolete or otherwise no longer useful in the Debtor's business. Each Debtor agrees it will not use, manufacture, sell or distribute any Collateral in violation of any statute, ordinance or other governmental requirement except as could not reasonably be expected to have a Material Adverse Effect. Each Debtor will perform in all material respects its obligations under any contract or other agreement constituting a material part of the Collateral, it being

understood and agreed that the Secured Creditors have no responsibility to perform such obligations.

(vi) Subject to Sections 5(a), 5(b), 6(a), and 8(c) hereof and the terms of the Indenture (including, without limitation, Section 5.1 thereof), each Debtor agrees it will not, without the Collateral Agent's prior written consent, sell, assign, mortgage, lease, or otherwise dispose of the Collateral or any interest therein.

(vii) Each Debtor will insure its Collateral consisting of tangible personal property against such risks and hazards as other companies similarly situated insure against, and including in any event loss or damage by fire, theft, burglary, pilferage, and loss in transit, in amounts and under policies containing loss payable clauses to the Collateral Agent as its interest may appear (and, naming the Collateral Agent as additional insured therein) by insurers reasonably acceptable to the Collateral Agent. All premiums on such insurance shall be paid by the Debtors, and the Debtors shall deliver, upon the Collateral Agent's request, copies of the policies of such insurance (or certificates therefor) to the Collateral Agent. All insurance required hereby shall provide that no cancellation thereof shall be effective until at least 30 days after receipt by the relevant Debtor and the Collateral Agent of written notice thereof (except that no cancellation thereof for non-payment of insurance premiums or similar charges shall be effective until at least 10 days after such receipt of written notice). In case of any material loss, damage to or destruction of the Collateral or any part thereof, the relevant Debtor shall promptly give written notice thereof to the Collateral Agent generally describing the nature and extent of such damage or destruction. Each Debtor hereby authorizes the Collateral Agent, at the Collateral Agent's option, to adjust, compromise, and settle any losses under any insurance afforded at any time after the occurrence and during the continuation of any Event of Default, and such Debtor does hereby irrevocably constitute the Collateral Agent, its officers, agents, and attorneys, as such Debtor's attorneys-in-fact, with full power and authority after the occurrence and during the continuation of any Event of Default to effect such adjustment, compromise, and/or settlement and to endorse any drafts drawn by an insurer of the Collateral or any part thereof and to do everything necessary to carry out such purposes and to receive and receipt for any unearned premiums due under policies of such insurance. Unless the Collateral Agent elects to adjust, compromise or settle losses as aforesaid, any adjustment, compromise, and/or settlement of any losses under any insurance shall be made by the relevant Debtor. All insurance proceeds shall be subject to the lien and security interest of the Collateral Agent hereunder.

(viii) If any Collateral is in the possession or control of any agents or processors of a Debtor and the Collateral Agent so requests, such Debtor agrees to notify such agents or processors in writing of the Collateral Agent's lien and security interest therein and instruct them to hold all such Collateral for the Collateral Agent's account and subject to the Collateral Agent's instructions. Each Debtor will, upon the request of the Collateral Agent, authorize and request all bailees and any other parties, if any, at any time processing, labeling, packaging, holding, storing, shipping or transferring all or any part of the Collateral to permit the Collateral Agent and their respective representatives to

examine and inspect any of the Collateral then in such party's possession and to verify from such party's own books and records any information concerning the Collateral or any part thereof which the Secured Creditors or their respective representatives may seek to verify. Notwithstanding anything to the contrary herein, in the absence of any Default or Event of Default, such examinations and inspections shall be limited to no more than two times per calendar year.

(ix) Upon the Collateral Agent's request, each Debtor agrees from time to time to deliver to the Collateral Agent such evidence of the existence, identity, and location of its Collateral and of its availability as collateral security pursuant hereto (including, without limitation, schedules describing all Receivables created or acquired by such Debtor, copies of customer invoices or the equivalent and original shipping or delivery receipts for all merchandise and other goods sold or leased or services rendered by it, together with such Debtor's warranty of the genuineness thereof, and reports stating the book value of its Inventory and Equipment by major category and location), in each case as the Collateral Agent may reasonably request. The Collateral Agent shall have the right to verify all or any part of the Collateral in any reasonable manner, and through any reasonable medium and each Debtor agrees to furnish all assistance and information, and perform any acts, which the Collateral Agent may reasonably require in connection therewith.

(x) Each Debtor will comply in all material respects with the terms and conditions of any and all leases, easements, right-of-way agreements, and other agreements binding upon such Debtor or affecting the Collateral, in each case which cover the premises wherein the Collateral is located, and any orders, ordinances, laws or statutes of any city, state or other governmental entity, department or agency having jurisdiction with respect to such premises or the conduct of business thereon except where any such non-compliance, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(xi) The Debtors shall promptly, and no later than the delivery of the financial statements required by Section 4.3(1) or (2) of the Indenture, notify the Collateral Agent in writing of any additional intellectual property rights acquired or arising after the date hereof, submit to the Collateral Agent a supplement to Schedule C to reflect such additional rights (provided any Debtor's failure to do so shall not impair the Collateral Agent's security interest therein) and promptly execute and file with the United States Patent and Trademark Office or United States Copyright Office the appropriate evidence of the Collateral Agent's Lien in such intellectual property rights in substantially the same form as delivered on the Issue Date.

(xii) Each Debtor agrees to execute and deliver to the Collateral Agent an agreement substantially in the form attached hereto as Schedule G promptly upon becoming aware of any Commercial Tort Claim of such Debtor arising after the date hereof (*provided* that, notwithstanding the foregoing, no Debtor shall be obligated to execute and deliver such form with respect to any such Commercial Tort Claim that such Debtor reasonably expects has a value of less than \$500,000; and *provided further* that

any Debtor's failure to execute and deliver any form under this clause (xii) shall not impair the Collateral Agent's security interest in any such Commercial Tort Claim).

(xiii) Each Debtor agrees to execute and deliver to the Collateral Agent such further agreements, assignments, instruments, and documents, and to do all such other things, as may be reasonably necessary to assure the Collateral Agent its lien and security interest hereunder, including, without limitation, (i) such financing statements or other instruments and documents as may be reasonably necessary to comply with the UCC and any other applicable law, (ii) such agreements substantially in the form attached hereto as Schedule H with respect to patents, trademarks, copyrights, and similar intellectual property rights as may be necessary as the Collateral Agent may from time to time reasonably require to comply with the filing requirements of the United States Patent and Trademark Office and the United States Copyright Office, and (iii) such control agreements with respect to Deposit Accounts, Investment Property, Letter-of-Credit Rights, and electronic Chattel Paper, and to cause the relevant depository institutions, financial intermediaries, and issuers to execute and deliver such control agreements, as may be reasonably necessary. The Collateral Agent may (but shall have no obligation to) order lien searches from time to time against any Debtor and the Collateral, and the Debtors shall promptly reimburse the Collateral Agent for all reasonable costs and expenses incurred in connection with such lien searches; provided, that absent an Event of Default, such lien searches shall be limited to two searches per Debtor in any 12-month period. In the event for any reason the law of any jurisdiction other than New York becomes or is applicable to the Collateral or any part thereof, or to any of the Secured Obligations, each Debtor agrees to execute and deliver all such agreements, assignments, instruments, and documents and to do all such other things as may be reasonably necessary to preserve, protect, and enforce the security interest of the Collateral Agent under the law of such other jurisdiction. Each Debtor agrees to mark its books and records to reflect the lien and security interest of the Collateral Agent in the Collateral. Notwithstanding anything herein to the contrary, (i) the Lien of the Collateral Agent on property subject to Capital Lease Obligations or conditional sale agreement or subject to a purchase money lien, in each instance to the extent permitted by the Indenture, shall be subject to the rights of the lessor or lender thereunder, (ii) until a Default or Event of Default exists and thereafter until otherwise required by the First Lien Collateral Agent (or the Collateral Agent after the Discharge of First Lien Obligations), Liens on local petty cash deposit accounts and local operating accounts maintained by the Debtors in proximity to their operations need not be perfected provided that the total amount on deposit at any one time not so perfected shall not exceed \$1,000,000 in the aggregate and Liens on payroll accounts maintained by the Company and its Subsidiaries need not be perfected provided the total amount on deposit at any time does not exceed the current amount of their payroll obligation, (iii) until a Default or Event of Default exists and thereafter until otherwise required by the First Lien Collateral Agent, Liens on local cash deposit accounts maintained in the ordinary course of business by the Company and its Foreign Subsidiaries (other than Foreign Subsidiaries, which, if granted, would cause a Material Adverse Effect on the Company's federal income tax liability) in proximity to their operations need not be perfected provided that the total amount on deposit at any one time not so perfected shall not exceed such amounts, if any, that are required to

comply with legal requirements of jurisdictions other than the United States of America or any state thereof or the District of Columbia that are applicable to such Foreign Subsidiaries or as otherwise permitted by the First Lien Collateral Agent, (iv) until a Default or Event of Default exists and thereafter until otherwise required by the First Lien Collateral Agent (or the Collateral Agent after the Discharge of First Lien Obligations), Liens on vehicles which are subject to a certificate of title law need not be perfected provided that the total value of such property at any one time not so perfected shall not exceed \$600,000 in the aggregate, (v) unless otherwise required by the First Lien Collateral Agent (or the Collateral Agent after the Discharge of First Lien Obligations) during the existence of any Event of Default, Liens on the capital stock or other equity interests of a Foreign Subsidiary which, if granted, would cause a material adverse effect on the Company's federal income tax liability shall be limited to 65% of the total outstanding Voting Stock and 100% of all other equity interests of each Foreign Subsidiary that is a direct Subsidiary of the Company or is a direct Subsidiary of another Subsidiary of the Company that is not also a Foreign Subsidiary, (vi) unless otherwise required by the First Lien Collateral Agent (or the Collateral Agent after the Discharge of First Lien Obligations) during the existence of any Event of Default, Liens need not be granted on the assets of a Foreign Subsidiary which, if granted, would cause a material adverse effect on the Company's federal income tax liability, (vii) unless otherwise required by the First Lien Collateral Agent (or the Collateral Agent after the Discharge of First Lien Obligations) during the existence of an Event of Default, Liens on the securities accounts and deposit accounts listed on Schedule J hereto, which accounts will be subject to the restrictions described on such schedule, will be perfected only by the filing of a UCC financing statement, (viii) unless requested by the First Lien Collateral Agent pursuant to the First Lien Loan Documents (or the Collateral Agent after the Discharge of First Lien Obligations), the Collateral Agent's Lien shall not be perfected in any patents, trademarks, permits, service marks, trade names, copyrights, franchises and formulas for which a perfected Lien thereon is not effected either by filing of a UCC financing statement or by appropriate evidence of such Lien being filed in either the United States Copyright Office or the United States Patent and Trademark Office or any successor filing locations therefor, and (ix) until the Discharge of First Lien Obligations, the Collateral Agent's Lien shall not be perfected on any property with respect to which the First Lien Collateral Agent has determined in its sole discretion that the collateral value thereof is insufficient to justify the expense of obtaining a perfected security interest therein.

(xiv) On failure of any Debtor to perform any of the covenants and agreements herein contained, the Collateral Agent may (but shall have no obligation to), at its option, perform the same and in so doing may expend such sums as the Collateral Agent deems advisable in the performance thereof, including, without limitation, the payment of any insurance premiums, the payment of any taxes, liens, and encumbrances, expenditures made in defending against any adverse claims, and all other expenditures which the Collateral Agent may be compelled to make by operation of law or which the Collateral Agent may make by agreement or otherwise for the protection of the security hereof. All such sums and amounts so expended shall be repayable by the Debtors upon demand, shall constitute additional Secured Obligations secured hereunder, and shall bear interest

from the date said amounts are expended at the rate applicable to the Notes. No such performance of any covenant or agreement by the Collateral Agent on behalf of a Debtor, and no such advancement or expenditure therefor, shall relieve any Debtor of any default under the terms of this Agreement or in any way obligate any Secured Creditor to take any further or future action with respect thereto. The Collateral Agent, in making any payment hereby authorized, may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim. The Collateral Agent is hereby authorized to charge any account of any Debtor maintained with any Secured Creditor for the amount of such sums and amounts so expended.

(xv) If for any reason any Collateral is at any time kept or located at a location other than a location set forth on Schedule A, the Collateral Agent shall nevertheless have and retain a lien on and security interest therein.

(xvi) The Collateral and every part thereof shall be free and clear of all security interests, liens (including, without limitation, mechanics', laborers' and statutory liens), attachments, leaves and encumbrances of every kind, nature, and description and whether voluntary or involuntary, except for Permitted Liens.

(xvii) Each Debtor will promptly pay when due (i) all state and Federal taxes, and (ii) all other material taxes, assessments, and governmental charges and levies upon or against it or its Collateral, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings which prevent attachment of any material lien resulting therefrom to, foreclosure on or other realization upon any Collateral and preclude interference with the operation of its business in the ordinary course and such Debtor shall have established adequate reserves therefor.

Section 5. Special Provisions Re: Receivables.

(a) If any Receivable arises out of a contract with the United States of America, or any state or political subdivision thereof, or any department, agency or instrumentality of any of the foregoing, each Debtor agrees to promptly so notify the Collateral Agent and, if such request was made by the First Lien Collateral Agent pursuant to the First Lien Loan Documents, execute whatever instruments and documents are required in order that such Receivable shall be assigned to the Collateral Agent and that proper notice of such assignment shall be given under the federal Assignment of Claims Act (or any successor statute) or any similar state or local statute, as the case may be.

(b) Any merchandise or other goods which are returned by a customer or account debtor or otherwise recovered may be resold by a Debtor in the ordinary course of its business as presently conducted; and, during the continuation of any Event of Default, such merchandise and other goods shall be set aside at the request of the Collateral Agent and held by the relevant Debtor as trustee for the Secured Creditors and shall remain part of the Secured Creditors'

Collateral. The Debtors may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries, and grant discounts, credits, and allowances in the ordinary course of its business as presently conducted for amounts and on terms which the relevant Debtor in good faith considers advisable; and, during the continuation of any Event of Default, at the Collateral Agent's request, the Debtors shall notify the Collateral Agent promptly of all returns and recoveries and, on the Collateral Agent's request, deliver any such merchandise or other goods to the Collateral Agent. During the continuation of any Event of Default, at the Collateral Agent's request, the Debtors shall also notify the Collateral Agent promptly of all disputes and claims and settle or adjust them at no expense to the Collateral Agent, but no discount, credit or allowance other than on normal trade terms in the ordinary course of business as presently conducted shall be granted to any customer or account debtor and no returns of merchandise or other goods shall be accepted by any Debtor without the Collateral Agent's consent. The Collateral Agent may, at all times during the continuation of any Event of Default and upon notice to the Debtors, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Collateral Agent considers advisable.

(c) To the extent any Receivable or other item of Collateral is evidenced by an Instrument or tangible Chattel Paper, each Debtor shall promptly cause such Instrument or tangible Chattel Paper to be pledged and delivered to the Collateral Agent; *provided, however*, that, prior to the occurrence and continuation of an Event of Default and thereafter until otherwise required by the Collateral Agent, a debtor shall not be required to deliver any such Instrument or tangible Chattel Paper if and only so long as the aggregate unpaid principal balance of all such Instruments and tangible Chattel Paper held by the Debtors and not delivered to the Collateral Agent hereunder is less than \$250,000 at any one time outstanding. Unless delivered to the Collateral Agent or its agent, at the Collateral Agent's request, all tangible Chattel Paper and Instruments shall contain a legend indicating that such Chattel Paper or Instrument is subject to the security interest of the Collateral Agent contemplated by this Agreement.

Section 6. Collection of Receivables. (a) Except as otherwise provided in this Agreement, each Debtor shall make collection of its Receivables and may use the same to carry on its business in accordance with sound business practice and otherwise subject to the terms hereof.

(b) Upon the occurrence and continuation of any Event of Default, whether or not the Collateral Agent has exercised any of its other rights under other provisions of this Section 6, in the event the Collateral Agent requests any Debtor to do so:

(i) all Instruments and tangible Chattel Paper at any time constituting part of the Receivables (including any postdated checks) shall, upon receipt by such Debtor, be immediately endorsed to and deposited with Collateral Agent; and/or

(ii) such Debtor shall instruct all customers and account debtors to remit all payments in respect of Receivables or any other Collateral to a lockbox or lockboxes under the sole custody and control of the Collateral Agent and which are maintained at one or more post offices selected by the Collateral Agent.

(c) Upon the occurrence and during the continuation of any Event of Default, whether or not the Collateral Agent has exercised any of its other rights under the other provisions of this Section 6, the Collateral Agent or its designee may notify the relevant Debtor's customers and account debtors at any time that Receivables have been assigned to the Collateral Agent or of the Collateral Agent's security interest therein, and either in its own name, or such Debtor's name, or both, demand, collect (including, without limitation, through a lockbox analogous to that described in Section 6(b)(ii) hereof), receive, receipt for, sue for, compound and give acquittance for any or all amounts due or to become due on Receivables, and in the Collateral Agent's discretion file any claim or take any other action or proceeding which the Collateral Agent may deem necessary or appropriate to protect and realize upon the security interest of the Collateral Agent in the Receivables or any other Collateral.

(d) Any proceeds of Receivables or other Collateral transmitted to or otherwise received by the Collateral Agent pursuant to any of the provisions of Sections 6(b) or 6(c) hereof may be handled and administered by the Collateral Agent in and through a remittance account or accounts maintained at the Collateral Agent or by the Collateral Agent at a commercial bank or banks selected by the Collateral Agent (collectively the "*Depositary Banks*" and individually a "*Depositary Bank*"), and each Debtor acknowledges that the maintenance of such remittance accounts by the Collateral Agent is solely for the Collateral Agent's convenience and that the Debtors do not have any right, title or interest in such remittance accounts or any amounts at any time standing to the credit thereof except to the extent that such amounts exceed the aggregate amount of all Secured Obligations. The Collateral Agent shall, after the occurrence and during the continuation of any Event of Default, apply all or any part of any proceeds of Receivables or other Collateral received by it from any source to the payment of the Secured Obligations (whether or not then due and payable), as set forth in Section 11 below. The Collateral Agent need not apply or give credit for any item included in proceeds of Receivables or other Collateral until the Depositary Bank has received final payment therefor at its office in cash or final solvent credits current at the site of deposit acceptable to the Collateral Agent and the Depositary Bank as such. However, if the Collateral Agent does permit credit to be given for any item prior to a Depositary Bank receiving final payment therefor and such Depositary Bank fails to receive such final payment or an item is charged back to the Collateral Agent or any Depositary Bank for any reason, the Collateral Agent may at its election in either instance charge the amount of such item back against any such remittance accounts or any Deposit Account of any Debtor subject to the lien and security interest of this Agreement, together with interest thereon at the rate specified for the Notes. Concurrently with each transmission of any proceeds of Receivables or other Collateral to any such remittance account, upon the Collateral Agent's request, the relevant Debtor shall furnish the Collateral Agent with a report in such form as Collateral Agent shall reasonably require identifying the particular Receivable or such other Collateral from which the same arises or relates. Unless an Event of Default has occurred and is continuing, the Collateral Agent will release to the Company proceeds of Receivables and other Collateral which the Collateral Agent has not applied to the Secured Obligations as provided above from the remittance account promptly after receipt thereof and in any event at least once every two Business Days. Each Debtor hereby indemnifies the Secured Creditors from and against all liabilities, damages, losses, actions, claims, judgments, and all reasonable costs, expenses, charges, and attorneys' fees suffered or incurred by any Secured Creditor because of the maintenance of the foregoing arrangements; *provided, however*, that no Debtor shall be required

to indemnify any Secured Creditor for any of the foregoing to the extent they arise solely from the gross negligence or willful misconduct of the person seeking to be indemnified. The Secured Creditors shall have no liability or responsibility to any Debtor for the Collateral Agent or any Depository Bank accepting any check, draft or other order for payment of money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement whatsoever or be responsible for determining the correctness of any remittance.

Section 7. Special Provisions Re: Inventory and Equipment.

(a) Subject to Section 4(b)(xiii), and if such request was made by the First Lien Collateral Agent pursuant to the First Lien Loan Documents, each Debtor shall at its own cost and expense cause the lien of the Collateral Agent in and to any portion of the Collateral subject to a certificate of title law to be duly noted on such certificate of title or to be otherwise filed in such manner as is prescribed by law in order to perfect such lien and will cause all such certificates of title and evidences of lien to be deposited with the Collateral Agent.

(b) If any of the Inventory is at any time evidenced by a document of title, such document shall be promptly delivered by the relevant Debtor to the Collateral Agent.

(c) Each Debtor may sell or otherwise dispose of any Inventory or Equipment to the extent permitted by the Indenture.

Section 8. Special Provisions Re: Investment Property and Deposits. (a) Unless and until an Event of Default has occurred and is continuing:

(i) each Debtor shall be entitled to exercise all voting and/or consensual powers pertaining to its Investment Property, or any part thereof, for all purposes not inconsistent with the terms of this Agreement, the Indenture or any other document evidencing or otherwise relating to any Secured Obligations; and

(ii) each Debtor shall be entitled to receive and retain all cash dividends paid upon or in respect of its Investment Property subject to the lien and security interest of this Agreement.

(b) All Investment Property (including all securities, certificated or uncertificated, securities accounts, and commodity accounts) of the Debtors on the date hereof is listed and identified on Schedule D attached hereto and made a part hereof. Each Debtor shall promptly notify the Collateral Agent of any other Investment Property acquired or maintained by such Debtor after the date hereof, and shall submit to the Collateral Agent a supplement to Schedule D to reflect such additional rights (provided any Debtor's failure to do so shall not impair the Collateral Agent's security interest therein). Each Debtor shall cause each of its Subsidiaries that has issued equity interests that are not of a type dealt in or traded on securities exchanges or securities markets to expressly state in its operating agreement, partnership agreement or other applicable organizational documents that its equity interests are securities governed by Article 8 of the UCC and such Subsidiary shall cause such securities to be certificated. Certificates for all certificated securities now or at any time constituting Investment Property and part of the

Collateral hereunder shall be promptly delivered by the relevant Debtor to the Collateral Agent duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto, including, without limitation, all stock received in respect of a stock dividend or resulting from a split-up, revision or reclassification of the Investment Property or any part thereof or received in addition to, in substitution of or in exchange for the Investment Property or any part thereof as a result of a merger, consolidation or otherwise. With respect to any uncertificated securities or any Investment Property held by a securities intermediary, commodity intermediary, or other financial intermediary of any kind, if such request was made by the First Lien Collateral Agent pursuant to the First Lien Loan Documents, the relevant Debtor shall execute and deliver, and shall cause any such issuer or intermediary to execute and deliver, an agreement among such Debtor, the Collateral Agent, and such issuer or intermediary in form and substance satisfactory to the Collateral Agent which provides, among other things, for the issuer's or intermediary's agreement that it will comply, upon written notice from the Collateral Agent to such issuer or intermediary of the occurrence and continuation of an Event of Default, with such entitlement orders, and apply any value distributed on account of any Investment Property, as directed by the Collateral Agent without further consent by such Debtor, except as otherwise provided in Section 4(b)(xiii) until the Discharge of First Lien Obligations. The Collateral Agent may, at any time after the occurrence and during the continuation of any Event of Default, cause to be transferred into its name or the name of its nominee or nominees any and all of the Investment Property hereunder.

(c) Each Debtor may sell or otherwise dispose of any of its Investment Property to the extent permitted by the Indenture.

(d) Each Debtor represents that on the date of this Agreement, none of its Investment Property consists of margin stock (as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System) except to the extent such Debtor has delivered to the Collateral Agent a duly executed and completed Form U-1 with respect to such stock. If at any time the Investment Property or any part thereof consists of margin stock, the relevant Debtor shall promptly so notify the Collateral Agent and deliver to the Collateral Agent a duly executed and completed Form U-1 and such other instruments and documents reasonably requested by the Collateral Agent in form and substance satisfactory to the Collateral Agent.

(e) All Deposit Accounts of the Debtors on the date hereof are listed and identified (by account number and depository institution) on Schedule D attached hereto and made a part hereof. Each Debtor shall promptly notify the Collateral Agent of any other Deposit Account opened or maintained by such Debtor after the date hereof, and shall submit to the Collateral Agent a supplement to Schedule D to reflect such additional accounts (provided any Debtor's failure to do so shall not impair the Collateral Agent's security interest therein). With respect to any Deposit Account maintained by a depository institution other than, prior to the Discharge of First Lien Obligations, the First Lien Collateral Agent, and as a condition to the establishment and maintenance of any such Deposit Account except as otherwise provided in Section 4(b)(xiii), such Debtor, the depository institution, and the Collateral Agent shall execute and deliver an account control agreement which provides, among other things, for the depository institution's

agreement that it will comply with instructions originated by the Collateral Agent directing the disposition of the funds in the Deposit Account without further consent by such Debtor.

Section 9. Power of Attorney. In addition to any other powers of attorney contained herein, each Debtor hereby appoints the Collateral Agent, its nominee, or any other person whom the Collateral Agent may designate as such Debtor's attorney-in-fact, with full power and authority upon the occurrence and during the continuation of any Event of Default to sign such Debtor's name on verifications of Receivables and other Collateral; to send requests for verification of Collateral to such Debtor's customers, account debtors, and other obligors; to endorse such Debtor's name on any checks, notes, acceptances, money orders, drafts, and any other forms of payment or security that may come into the Collateral Agent's possession; to endorse the Collateral in blank or to the order of the Collateral Agent or its nominee; to sign such Debtor's name on any invoice or bill of lading relating to any Collateral, on claims to enforce collection of any Collateral, on notices to and drafts against customers and account debtors and other obligors, on schedules and assignments of Collateral, on notices of assignment and on public records; to notify the post office authorities to change the address for delivery of such Debtor's mail to an address designated by the Collateral Agent; to receive, open, and dispose of all mail addressed to such Debtor; and to do all things necessary to carry out this Agreement. Each Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Collateral Agent nor any such attorney will be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct. The Collateral Agent may file (but shall have no obligation to) one or more financing statements disclosing its security interest in all or any part of the Collateral without any Debtor's signature appearing thereon, and each Debtor also hereby authorizes any such financing statements, and amendments and supplements thereto, on behalf of such Debtor without notice thereof to any Debtor. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the Secured Obligations have been fully paid and satisfied.

Section 10. Defaults and Remedies. (a) The occurrence of any event or the occurrence and continuance of any condition specified as an "Event of Default" under the Indenture shall constitute an "*Event of Default*" hereunder.

(b) Upon the occurrence and during the continuation of any Event of Default, the Collateral Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a secured party under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Collateral Agent may, without demand and, to the extent permitted by applicable law, without advertisement, notice, hearing or process of law, all of which each Debtor hereby waives to the extent permitted by applicable law, at any time or times, sell and deliver any or all Collateral held by or for it at public or private sale, at any securities exchange or broker's board or at the Collateral Agent's office or elsewhere, for cash, upon credit or otherwise, at such prices and upon such terms as the Collateral Agent deems advisable, in its discretion. In the exercise of any such remedies, the Collateral Agent may sell the Collateral as a unit even though the sales price thereof may be in excess of the amount remaining unpaid on the Secured Obligations. Also, if less than all the Collateral is sold, the Collateral Agent shall have no duty to marshal or apportion the part of the Collateral so sold as

between the Debtors, or any of them, but may sell and deliver any or all of the Collateral without regard to which of the Debtors are the owners thereof. In addition to all other sums due any Secured Creditor hereunder, each Debtor shall pay the Secured Creditors all costs and expenses incurred by the Secured Creditors, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against any Secured Creditor or any Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Debtors in accordance with Section 14(b) hereof at least 10 days before the time of sale or other event giving rise to the requirement of such notice; *provided, however,* no notification need be given to a Debtor if such Debtor has signed, after an Event of Default hereunder has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Collateral Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. Any Secured Creditor may be the purchaser at any such sale. Each Debtor hereby waives all of its rights of redemption from any such sale. The Collateral Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Collateral Agent may further postpone such sale by announcement made at such time and place. The Collateral Agent has no obligation to prepare the Collateral for sale. The Collateral Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and each Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default hereunder, in addition to all other rights provided herein or by law, (i) the Collateral Agent shall have the right to take physical possession of any and all of the Collateral and anything found therein, the right for that purpose to enter without legal process any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on the relevant Debtor's premises (each Debtor hereby agreeing, to the extent it may lawfully do so, to lease such premises without cost or expense to the Collateral Agent or its designee if the Collateral Agent so requests) or to remove the Collateral or any part thereof to such other places as the Collateral Agent may desire, (ii) the Collateral Agent shall have the right to direct any intermediary at any time holding any Investment Property or other Collateral, or any issuer thereof, to deliver such Collateral or any part thereof to the Collateral Agent and/or to liquidate such Collateral or any part thereof and deliver the proceeds thereof to the Collateral Agent (including, without limitation, the right to deliver a notice of control with respect to any Collateral held in a securities account or commodities account and deliver all entitlement orders with respect thereto), (iii) the Collateral Agent shall have the right to exercise any and all rights with respect to all Deposit Accounts of each Debtor, including, without limitation, the right to direct the disposition of the funds in each Deposit Account and to collect, withdraw, and receive all amounts due or to become due or payable thereunder, and (iv) each Debtor shall, upon the Collateral Agent's demand, promptly

assemble the Collateral and make it available to the Collateral Agent at a place reasonably designated by the Collateral Agent. If the Collateral Agent exercises its right to take possession of the Collateral, each Debtor shall also at its expense perform any and all other steps requested by the Collateral Agent to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Collateral Agent, appointing overseers for the Collateral and maintaining Collateral records.

(d) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, all rights of the Debtors to exercise the voting and/or consensual powers which they are entitled to exercise pursuant to Section 8(a)(i) hereof and/or to receive and retain the distributions which they are entitled to receive and retain pursuant to Section 8(a)(ii) hereof, shall, at the option of the Collateral Agent, cease and thereupon become vested in the Collateral Agent, which, in addition to all other rights provided herein or by law, shall then be entitled solely and exclusively to exercise all voting and other consensual powers pertaining to the Investment Property and/or to receive and retain the distributions which such Debtor would otherwise have been authorized to retain pursuant to Section 8(a)(ii) hereof and shall then be entitled solely and exclusively to exercise any and all rights of conversion, exchange or subscription or any other rights, privileges or options pertaining to any Investment Property as if the Collateral Agent were the absolute owner thereof including, without limitation, the rights to exchange, at its discretion, all Investment Property or any part thereof upon the merger, consolidation, reorganization, recapitalization or other readjustment of the respective issuer thereof or upon the exercise by or on behalf of any such issuer or the Collateral Agent of any right, privilege or option pertaining to any Investment Property and, in connection therewith, to deposit and deliver the Investment Property or any part thereof with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Collateral Agent may determine. In the event the Collateral Agent in good faith believes any of the Collateral constitutes restricted securities within the meaning of any applicable securities laws, any disposition thereof in compliance with such laws shall not render the disposition commercially unreasonable.

(e) Without in any way limiting the foregoing, each Debtor hereby grants to the Collateral Agent a royalty-free irrevocable, non-exclusive license and right to use all of such Debtor's patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade names, trade styles, and similar intangibles in connection with any foreclosure or other realization by the Collateral Agent or the Secured Creditors on all or any part of the Collateral to the extent permitted by law. The license and right granted the Secured Creditors hereby shall be without any royalty or fee or charge whatsoever.

(f) The powers conferred upon the Secured Creditors hereunder are solely to protect their interest in the Collateral and shall not impose on them any duty to exercise such powers. The Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equivalent to that which the Collateral Agent accords its own property, consisting of similar type assets, it being understood, however, that the Collateral Agent shall have no responsibility for (i) ascertaining or taking any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not the

Collateral Agent has or is deemed to have knowledge of such matters, (ii) taking any necessary steps to preserve rights against any parties with respect to any Collateral, or (iii) initiating any action to protect the Collateral or any part thereof against the possibility of a decline in market value. This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of the Debtors in any way related to the Collateral, and the Collateral Agent shall have no duty or obligation to discharge any such duty or obligation. Neither any Secured Creditor nor any party acting as attorney for any Secured Creditor shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct.

(g) Failure by the Collateral Agent to exercise any right, remedy or option under this Agreement or any other agreement between any Debtor and the Collateral Agent or provided by law, or delay by the Collateral Agent in exercising the same, shall not operate as a waiver; and no waiver shall be effective unless it is in writing, signed by the party against whom such waiver is sought to be enforced and then only to the extent specifically stated. The rights and remedies of the Secured Creditors under this Agreement shall be cumulative and not exclusive of any other right or remedy which any Secured Creditor may have. For purposes of this Agreement, an Event of Default shall be construed as continuing after its occurrence until waived in writing by the Collateral Agent. The Holders of the majority in principal outstanding amount of the Secured Obligations (other than holders of Hedging Obligations) will have the right to direct the Collateral Agent, following the occurrence of an Event of Default under the Indenture or an event of default under any agreement or instrument representing Pari Passu Indebtedness, to foreclose on, or exercise its other rights with respect to, the Collateral (or exercise other remedies with respect to the Collateral), subject to the provisions of the Intercreditor Agreement. Any action taken or not taken without the vote of any holder of Secured Obligations will nevertheless be binding on such holder. Except as provided in the succeeding sentence, in the case of an Event of Default under the Indenture, or an event of default under any agreement or instrument representing Pari Passu Indebtedness where such remedies arise, the Collateral Agent will only be permitted, subject to applicable law, to exercise remedies and sell the Collateral at the written direction of the applicable holders of Secured Obligations. If the Collateral Agent has asked the holders of Secured Obligations for instruction and the applicable holders have not yet responded to such request, the Collateral Agent will be authorized to take, but will not be required to take, and will in no event have any liability for the taking, any delay in taking or the failure to take, such actions with regard to a default or event which the Collateral Agent, in good faith, believes to be reasonably required to promote and protect the interests of the holders of Secured Obligations and to preserve the value of the Collateral; *provided* that once instructions with respect to such request have been received by the Collateral Agent from the applicable holders of Secured Obligations, the actions of the Collateral Agent will be governed thereby and the Collateral Agent will not take any further action which would be contrary thereto.

Section 11. Application of Proceeds. (a) The proceeds and avails of the Collateral at any time received by the Collateral Agent upon the occurrence and during the continuation of any Event of Default shall, when received by the Collateral Agent in cash or its equivalent, be applied by the Collateral Agent in reduction of, or held as collateral security for, the Secured Obligations as follows:

(i) First, to the payment of all costs and expenses incurred by the Trustee, the Collateral Agent or any Authorized Representative, in their capacity as such, in connection with such collection or sale or otherwise in connection with this Agreement, any other indenture document or any of the Secured Obligations, including all court costs, the fees and expenses of its agents and the reasonable fees and expenses of its legal counsel, the repayment of all advances made by the Trustee, the Collateral Agent or such Authorized Representative hereunder or under any other Security Document on behalf of any Debtor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other indenture document and any other amounts due to the Trustee or the Collateral Agent under the Indenture;

(ii) Second, to the payment in full of the Secured Obligations owed to the Secured Creditors (the amounts so applied to be distributed among the Secured Creditors pro rata in accordance with the amounts of the Secured Obligations owed to the Secured Creditors on the date of any such distribution); and

(iii) Third, to the Debtors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

(b) The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral or Mortgaged Property by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral or Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof. "*Mortgaged Property*" means, collectively, (i) each real property, if any, encumbered by a Mortgage delivered after the Issue Date and (ii) any other interest in real property that secures the Indenture. "*Mortgage*" shall mean any mortgage, deed of trust, or deed to secure debt executed by a Debtor in favor of the Collateral Agent, for the benefit of the Secured Creditors, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time.

(c) In making the determination and allocations required by this Section, the Collateral Agent may conclusively rely upon information supplied by (i) the Trustee as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the Secured Obligations under the Notes and (ii) the applicable Authorized Representative as to the amounts of unpaid principal and interest and other amounts outstanding with respect to such Pari Passu Lien Indebtedness and the Collateral Agent shall have no liability to any of the Secured Creditors for actions taken in reliance on such information. All distributions made by the Collateral Agent pursuant to this Section shall be (subject to any decree of any court of competent jurisdiction) final (absent manifest error), and the Collateral Agent shall have no duty to inquire as to the application by the Trustee, or an Authorized Representative of any amounts distributed to such Person.

(d) If, despite the provisions of this Agreement, any Secured Creditor shall receive any payment or other recovery in excess of its portion of payments on account of the Secured Obligations to which it is then entitled in accordance with this Agreement, such Secured Creditor shall hold such payment or other recovery in trust for the benefit of all Secured Creditors hereunder for distribution in accordance with this Section.

(e) Notwithstanding the foregoing, in the event of any determination by a court of competent jurisdiction with respect to any series of Pari Passu Lien Indebtedness that (i) such series of Pari Passu Lien Indebtedness is unenforceable under Applicable Law or are subordinated to any other obligations (other than another series of Secured Obligations), (ii) such series of Pari Passu Lien Indebtedness does not have an enforceable security interest in any of the Collateral or Mortgaged Property and/or (iii) any intervening security interest exists securing any other obligations (other than another series of Secured Obligations) on a basis ranking prior to the security interest of such series of Pari Passu Lien Indebtedness but junior to the security interest of any other series of Secured Obligations (any such condition referred to in the foregoing clause (i), (ii) or (iii) with respect to any series of Pari Passu Lien Indebtedness, an “*Impairment*” of such series of Pari Passu Lien Indebtedness), the results of such Impairment shall be borne solely by the holders of such series of Pari Passu Lien Indebtedness, and the rights of the holders of such series of Pari Passu Lien Indebtedness (including, without limitation, the right to receive distributions in respect of such series of Pari Passu Lien Indebtedness) set forth herein shall be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of such series of Pari Passu Lien Indebtedness subject to such Impairment. Notwithstanding the foregoing, with respect to any Collateral or Mortgaged Property for which a third party (other than a holder of another series of Secured Obligations) has a Lien or security interest that is junior in priority to the security interest of any series of Secured Obligations but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of the holder of any other series of Secured Obligations (such third party, an “*Intervening Creditor*”), the value of any Collateral or Mortgaged Property or proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Collateral or Mortgaged Property or proceeds to be distributed in respect of the series of Secured Obligations with respect to which such Impairment exists.

(f) The Debtors shall remain liable to the Secured Creditors for any deficiency. Any surplus remaining after the full payment and satisfaction of the Secured Obligations shall be

returned to the Company, as agent for the Debtors, or to whomsoever the Collateral Agent reasonably determines is lawfully entitled thereto.

Section 12. Continuing Agreement; Release. (a) This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations, both for principal and interest, have been fully paid and satisfied.

(b) The (i) Debtors and (ii) the Security Interests in Collateral and the Guarantees securing the Notes Obligations, in each case shall be released pursuant to the terms set forth in the Indenture and the Intercreditor Agreement. The (i) Debtors and (ii) the Security Interest in Collateral and the Guarantees securing the Pari Passu Lien Indebtedness shall, in each case be released on the terms set forth in the applicable Pari Passu Lien Indebtedness Agreement and the Intercreditor Agreement.

(c) In connection with any termination or release pursuant to Section 12(a), the Collateral Agent shall promptly execute and deliver to any Debtor or authorize the filing of, at such Debtor's expense, all documents that such Debtor shall reasonably request to evidence such termination or release; provided that the Collateral Agent shall have received such certifications and documentation as it shall reasonably request. Any execution and delivery of documents pursuant to this Section 12(c) shall be without recourse to or warranty by the Collateral Agent.

Section 13. The Collateral Agent. In acting under or by virtue of this Agreement, the Collateral Agent shall be entitled to all the rights, authority, privileges, and immunities provided in the Indenture, all of which provisions of said Indenture (including, without limitation, Article 7 thereof) are incorporated by reference herein with the same force and effect as if set forth herein in their entirety. The Collateral Agent hereby disclaims any representation or warranty to the Secured Creditors or any other holders of the Secured Obligations concerning the perfection of the liens and security interests granted hereunder or in the value of any of the Collateral.

Section 14. Miscellaneous. (a) This Agreement cannot be changed or terminated orally. This Agreement shall create a continuing lien on and security interest in the Collateral and shall be binding upon each Debtor, its successors and assigns and shall inure, together with the rights and remedies of the Secured Creditors hereunder, to the benefit of the Secured Creditors and their successors and permitted assigns. No amendment or waiver of any provision of this Agreement or the other Security Documents, and no consent to any departure by any Debtor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent with the consent of the Secured Creditors required pursuant to the Indenture and (if applicable) each Pari Passu Lien Indebtedness Agreement, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Collateral Agent or any other Secured Creditor to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(b) Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below (or, if no such address is set forth below, at the address of the relevant Debtor as shown on the records of the Collateral Agent), or such other address or telecopier number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

to the Debtors at:

Radio Systems Corporation
10427 PetSafe Way
Knoxville, Tennessee 37932
Attention: Chris Chandler
Telephone: (865) 218-0407
Telecopy: (865) 777-3699

to the Collateral Agent at:

The Bank of New York Mellon Trust
Company, N.A.
10161 Centurion Parkway North
Jacksonville, Florida 32256
Attention: Corporate Unit
Telecopy: (904) 645-1921

With a copy of any notice of any
Default or Event of Default
(which shall not constitute notice to the
Company) to:

Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Attention: Robert L. Harris
Telephone: (615) 850-8467
Telecopy: (615) 244-6804
E-mail: rob.harris@wallerlaw.com

All notices and other communications provided for hereunder shall be given in accordance with the provisions of the Indenture and if to any Authorized Representative, at its address specified in the Other Pari Passu Lien Secured Creditor Joinder.

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section.

(c) The Collateral Agent agrees to accept and act upon instructions or directions pursuant to the Indenture and the Security Agreements sent by unsecured e-mail, pdf, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Collateral Agent shall have received an incumbency certificate listing persons designated to give

such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Debtors or the Secured Creditors elect to give the Collateral Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Collateral Agent in its discretion elects to act upon such instructions, the Collateral Agent's understanding of such instructions shall be deemed controlling. The Collateral Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Collateral Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Debtors and the Secured Creditors agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Collateral Agent, including without limitation the risk of the Collateral Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(d) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect. Without limiting the generality of the foregoing, in the event that this Agreement shall be deemed to be invalid or otherwise unenforceable with respect to any Debtor, such invalidity or unenforceability shall not affect the validity of this Agreement with respect to the other Debtors.

(e) The lien and security interest herein created and provided for stand as direct and primary security for the Secured Obligations of the Company arising under or otherwise relating to the Indenture as well as for the other Secured Obligations secured hereby. No application of any sums received by the Secured Creditors in respect of the Collateral or any disposition thereof to the reduction of the Secured Obligations or any part thereof shall in any manner entitle any Debtor to any right, title or interest in or to the Secured Obligations or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Secured Obligations have been fully paid and satisfied and all commitments to extend credit to or for the account of the Company under the Indenture have expired or otherwise terminated. Each Debtor acknowledges and agrees that the lien and security interest hereby created and provided are absolute and unconditional and shall not in any manner be affected or impaired by any acts of omissions whatsoever of any Secured Creditor or any other holder of any Secured Obligations, and without limiting the generality of the foregoing, the lien and security interest hereof shall not be impaired by any acceptance by any Secured Creditor or any other holder of any Secured Obligations of any other security for or guarantors upon any of the Secured Obligations or by any failure, neglect or omission on the part of any Secured Creditor or any other holder of any of the Secured Obligations to realize upon or protect any of the Secured Obligations or any collateral or security therefor. The lien and security interest hereof shall not in any manner be impaired or affected by (and the Secured Creditors, without notice to anyone, are hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of

the Secured Obligations or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. The Secured Creditors may at their discretion at any time grant credit to the Company without notice to the other Debtors in such amounts and on such terms as the Secured Creditors may elect without in any manner impairing the lien and security interest created and provided for. In order to realize hereon and to exercise the rights granted the Secured Creditors hereunder and under applicable law, there shall be no obligation on the part of any Secured Creditor or any other holder of any Secured Obligations at any time to first resort for payment to the Company or any other Debtor or to any guaranty of the Secured Obligations or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and the Secured Creditors shall have the right to enforce this Agreement against any Debtor or its Collateral irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

(f) In the event any party is required to become a Debtor hereunder, such additional Debtor shall, upon executing an agreement in the form attached hereto as Schedule F, become a party hereto and be bound by all the terms and conditions hereof to the same extent as though such Debtor had originally executed this Agreement and, in the case of a substitution, in lieu of the Debtor being replaced. Any such agreement shall contain information as to such Debtor necessary to update Schedules A, B, C, D and E hereto with respect to it. No such substitution shall be effective absent the written consent of the Collateral Agent nor shall it in any manner affect the obligations of the other Debtors hereunder.

(g) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Debtor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Debtor to the Collateral Agent, and it shall not be necessary for the Collateral Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

(h) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

(i) Each Debtor hereby submits to the non-exclusive jurisdiction of any federal or New York state court sitting in the Borough of Manhattan in the City of New York, for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Debtor irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient form. EACH DEBTOR AND, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, EACH SECURED CREDITOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j) Notwithstanding anything to the contrary contained in this Agreement, the Liens, security interests and rights granted pursuant to this Agreement or any other Security Document shall be subject to the terms and conditions of the Intercreditor Agreement. In the event of any conflict between this Agreement or any other Security Document and the Intercreditor Agreement, the Intercreditor Agreement shall control. Prior to the Discharge of the First Lien Obligations (as defined in the Intercreditor Agreement), any requirement of this Agreement to deliver Collateral to the Collateral Agent shall be deemed satisfied by delivery of such Collateral to the First Lien Collateral Agent.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Security Agreement to be duly executed and delivered as of the date first above written.

"DEBTORS"


RADIO SYSTEMS CORPORATION

By 
Name: Chris Chandler
Title: Chief Financial Officer

RADIO SYSTEMS HOLDINGS, INC.
INNOTEK, INC.

By 
Name: Chris Chandler
Title: Chief Financial Officer

KINO HOLDINGS, INC.
INVISIBLE FENCE, INC.
J.G.B. DISTRIBUTING, INC.

By 
Name: Chris Chandler
Title: Authorized Representative

[Signature Page to Security Agreement]

Accepted and agreed to as of the date first above written.

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

By Melonee Young
Name Melonee Young
Title Vice President

[SIGNATURE PAGE TO SECURITY AGREEMENT]

TRADEMARK
REEL: 004901 FRAME: 0104

SCHEDULE A
LOCATIONS

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF DEBTOR (AND STATE OF ORGANIZATION AND ORGANIZATIONAL REGISTRATION NUMBER)	CHIEF EXECUTIVE OFFICE (AND NAME OF RECORD OWNER OF SUCH LOCATION)	ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS (AND NAME OF RECORD OWNER OF SUCH LOCATIONS)
Radio Systems Corporation, a Delaware corporation (4217606)	10427 PetSafe Way Knoxville, TN 37932 (Radio Systems Corporation)	5620 Industrial Road Fort Wayne, Indiana 46825 (5620 Industrial LLC) 346 State Place Escondido, CA 92029 (State Place Business Park) 3404 Metro Drive North, Suite D Fort Wayne, Indiana 46818 (Barry Knoll, LLC) 160 Adelaide Street, Unit C, London, ON N5Z 3L1 (160 Adelaide Street Inc.) 2425 Hadley Road Plainfield, IN 46168 (Ozburn-Hessey Logistics) 14201 Sommerville Ct. Midlothian, VA 23113 (Premier Pet Properties, LLC) Brookside Corporate Center Bldg. 3, Suites 320, 330 1135 S. Rock Blvd. Reno, NV 89502 (CRE 13, LLC c/o Latitude Management Real Estate Investors, Inc.) (until 12/31/2012) ASK Bldg West IF, 3-25-9 Hacchobori, Chuoku, 104-0032 Tokyo, Japan
Radio Systems Holdings, Inc., a Delaware corporation (4217607)	10427 PetSafe Way Knoxville, TN 37932 (Radio Systems Corporation)	None.

COLUMN 1	COLUMN 2	COLUMN 3
NAME OF DEBTOR (AND STATE OF ORGANIZATION AND ORGANIZATIONAL REGISTRATION NUMBER)	CHIEF EXECUTIVE OFFICE (AND NAME OF RECORD OWNER OF SUCH LOCATION)	ADDITIONAL PLACES OF BUSINESS AND COLLATERAL LOCATIONS (AND NAME OF RECORD OWNER OF SUCH LOCATIONS)
KINO Holdings, Inc., a Delaware Corporation (3264242)	10427 PetSafe Way Knoxville, TN 37932 (Radio Systems Corporation)	None.
Innotek, Inc., an Indiana corporation (1990060305)	10427 PetSafe Way Knoxville, TN 37932 (Radio Systems Corporation)	None.
Invisible Fence, Inc., a Delaware corporation (3332065)	10427 PetSafe Way Knoxville, TN 37932 (Radio Systems Corporation)	None.
J.G.B. Distributing, Inc., an Ohio corporation (757957)	7948 Mayfield Rd. Chesterland, OH 44026 (EPI Holdings, LLC)	6920 S. Jordan Road, Unit E Centennial, CO 80112 (Eagle Gate Properties, LLC) 12935 S. West Bayshore Drive Suite 315 Traverse City, MI (Centerpointe Unlimited, LLC) 5401 Patton Drive, Unit 101 Lisle, DuPage County, IL 60532 (Bill and Annie Miltz, individuals)

SCHEDULE B

OTHER NAMES

A. PRIOR LEGAL NAMES:

None within the past five (5) years.

B. TRADE NAMES:

NAME OF DEBTOR	TRADE NAME
Radio Systems Corporation	Radio Systems Corp Petsafe Sport Dog Brand Guardian
Innotek, Inc.	Invisible Fence, Inc. Innotek Pet Products

SCHEDULE C-1

INTELLECTUAL PROPERTY RIGHTS

SEE ATTACHED.

Patents Granted						
Country	Owner	Application Number	Patent Number	Issue Date	Description	
US	AgriTech Electronics, L.C. (RSC Licensed)	08/885572	5868100	2/9/99	Fenceless Animal Control System Using GPS Location Information	
UK	IF	2016216	2016216	2/1/91	Signal Transmitter	
Germany	IF	M9105174.6	M9105174.6	7/22/91	Animal Collar with Signal Receiver	
France	IF	914822	914822	7/31/91	Animal Collar with Signal Receiver	
France	IF	914823	914823	7/31/91	Signal Transmitter	
BNL	IF	5063	D2186200	7/31/91	Animal Collar with Signal Receiver	
UK	IF	2016520	2016520	2/12/92	Animal Collar with Signal Receiver	
US	IF	08/109132	5,425,330	6/20/95	Animal Control Device	
US	IF	08/182489	5,435,271	7/25/95	Multi-Channel Animal Control Device with external data communication	
US	IF	08/107868	5,445,900	8/29/95	Electronic Device having a Removable Battery Pack assembly	
US	IF	08/182604	5,476,729	12/19/95	Electronic Device having a Removable Battery Pack assembly	
US	IF	08/295380	5,533,469	7/9/96	Programming Apparatus for Programmable Animal Control Device	
US	IF	08/449211	5,576,694	11/19/96	Electronic Animal Control System with Masking Signal Generator	
US	IF	08/652695	5,870,973	2/16/99	Electronic animal control system transmitter with Variable Phase Control	
US	IF	08-995084	6,043,748	3/28/00	Satellite Relay Collar and programmable electronic boundary system for the containment	
US	IF	09/102297	6,065,427	5/23/00	Load Activated Animal Control System	
Austria	IF		0721089	10/12/00	Variable Phase Control Transmitter	
UK	IF		2330042	10/18/00	Variable Phase Control Transmitter	
US	IF	08/995085	6151276	11/21/00	Echo-ranging electronic Boundary System	
US	IF	09/358622	6271757	8/7/01	Satellite Animal Containment System with programmable boundaries	
France	IF		0720780	12/12/01	Removable Battery Pack	
UK	IF		0720780	12/12/01	Removable Battery Pack	
France	IF		0714235	1/9/02	Multi-Channel Animal Control Device	
Ireland	IF		0714235	1/9/02	Multi-Channel Animal Control Device	
UK	IF		0714235	1/9/02	Multi-Channel Animal Control Device	
Germany	IF		69429624	1/9/02	Multi-Channel Animal Control Device	
New Zealand	IF		332945	4/4/02	Variable Phase Control Transmitter	
Canada	IF		2173169	11/12/02	Masking Signal Generator	
Canada	IF		2256442	11/18/03	Variable Phase Control Transmitter	
US	IF	09/891749	6,700,492	3/2/04	Satellite Animal Containment System with programmable boundaries	
Canada	IF	not available	2169261	6/15/04	Removable Battery Pack	
EU	IF	462106	462106-0001	1/11/06	ICT800 Transmitter Case	
Canada	IF	2593516	2593516	10/6/09	Animal Containment Transmitter System	
Australia	IF		2007202433	12/10/09	Control of Animal Containment System Transmitter Settings with Minimal Switches	
Canada	IF	2,581,976			M&A for Adjusting the Correction Level of an Animal Training Receiver	
		filed date 3/16/07				

Patents Granted					
Country	Owner	Application Number	Patent Number	Issue Date	Description
Canada	IF	2,590,483 [filed date 5/29/07]			Animal Training System with Multiple Configurable Correction Settings
Australia	IF	2007202432 [filed date 5/29/07]	2007202432		Animal Training System with Multiple Configurable Correction Settings
US	Innotek	08/366898	5,559,498	9/24/96	Combination Confinement and Remote Training System Combination Confinement and Bark Inhibitor Collapsible Antenna
US	Innotek	08/695883	5,799,618	9/1/98	
US	Innotek	08/792696	5,886,672	3/23/99	
US	Innotek	08/607799	5,913,284	6/22/99	Stimulation Device and Technique
US	Innotek	09/121421	6,059,733	5/9/00	Method of determining a physiological state of a ruminant animal using an Ingestible Programmable Animal Control Device
Canada	Innotek		2156328	6/6/00	
US	Innotek	09/039884	6,073,589	6/13/00	Stimulation Device and Technique
US	Innotek	09/241360	6184790	2/6/01	Animal shock collar with Low Impedance Transformer
US	Innotek	09/369015	6,318,350	11/20/01	Remote Controlled Mock Bird Launcher
US	Innotek	09/458873	6,327,999	12/11/01	Electroshock Stimulus monitoring Method and apparatus
US	Innotek	09/442288	6,360,697	3/26/02	Pressure Pulse Probe for Animal Behavior Correction
US	Innotek	09/621919	6,371,927	4/16/02	Ingestible Animal Temperature Sensor
US	Innotek	09/717505	6,431,122	8/13/02	Wireless Confinement and Training System for an animal
US	Innotek	09/776146	6,459,378	10/1/02	Animal Shock Collar with Low Impedance Transformer
US	Innotek	29/161038	D475,941	6/17/03	Hand-Held Wireless Transmitter
US	Innotek	10/079242	6,651,592	11/25/03	Automatic Positive Behavior Reinforcement Trainer
US	Innotek	10/037197	6,830,013	12/14/04	Pressure Pulse Probe for animal behavior correction
US	Innotek	10/829916	7,046,152	5/16/06	Method and Apparatus for Communicating Control Signals
US	Innotek	29/224161	D521,410	5/23/06	Buckle Assembly for a collar mounted animal receiver collar
US	Innotek	29/224162	D522,187	5/30/06	Wireless Animal Receiver Collar
US	Innotek	10/830161	7,068,174	6/27/06	Method and apparatus for Communicating an Animal Control Signal
US	Innotek	29/224159	D523,768	6/27/06	Wireless Animal Training Transmitter
US	Innotek	29/224160	D523,998	6/27/06	Wireless collar mounted animal receiver unit
US	Innotek	10/829915	7,117,822	10/10/06	Method and Apparatus for Communicating a Randomized Signal
China	Innotek		ZL20053011954	11/15/06	Wireless Receiver Collar
China	Innotek		ZL20053011747	11/29/06	Wireless Receiver Collar
China	Innotek		ZL20053011955	11/29/06	Wireless Transmitter
US	Innotek	29/224163	D535,902	1/30/07	Wireless Animal Training Transmitter
US	Innotek	10/840185	7,174,855	2/13/07	Rising Stimulation Modification
Canada	Innotek		111831.0	2/20/07	Wireless Animal Receiver Collar
Canada	Innotek		112398.0	2/20/07	Wireless Collar Mounted Animal Receiver Unit
US	Innotek	11/320018	7204204	4/17/07	Method for creating an Avoidance Zone
Canada	Innotek		114441.0	4/18/07	Transmitter Case
China	Innotek		200630002690	5/16/07	Transmitter Case
China	Innotek		200530117478.4	5/30/07	Buckle Assembly for a collar mounted animal receiver
China	Innotek		ZL200530119547	7/11/07	Wireless Animal Training Transmitter

Patents Granted						
Country	Owner	Application Number	Patent Number	Issue Date	Description	
US	Innotek	29/235463	D549,119	8/21/07	Transmitter Case	
US	Innotek	11/320017	7278376	10/9/07	Method of Transmitting a signal for Controlling an animal	
US	Innotek	11/611168	7343879	3/18/08	Rising Stimulation Modification	
US	Innotek	11/337193	7345588	3/18/08	Receiver Collar	
US	Innotek	11/611211	7360505	4/22/08	Rising Stimulation Modification	
US	Innotek	11/679328	7394390	7/1/08	Receiver collar	
US	Innotek		7404379	7/29/08	Receiver Collar	
US	Innotek	11/746120	7426906	9/23/08	Method of Assembling a Receiver Collar	
US	Innotek	11/490743	7546817	6/16/09	Animal Containment Transmitter System	
US	Innotek	11/389003	7559291	7/14/09	Method and Apparatus for Adjusting the Correction Level of an Animal Training	
US	Innotek	11/442855	7565885	7/28/09	Control of Animal Containment System Transmitter Settings with Minimal Switches	
US	Innotek	11/369507	7574979	8/18/09	Receiver Collar	
US	Innotek	11/348,215	7647545	1/12/10	Signal and Protocol for Remote Dog Trainer Signaling with a Forward Error Correction	
US	Innotek	11/397,164	7667607	2/23/10	Reprogrammable Receiver Collar	
Canada	Innotek	2581149	2581149	5/18/10	Receiver Collar	
China	Innotek	200710146486	ZL200710146486	6/2/10	Animal Training System with Multiple Configurable Correction Settings	
US	Innotek	11/442837	7779788	8/24/10	Animal Configuration System with Multiple Configurable Correction Settings	
Canada	Innotek		2585751	8/9/11	Animal Behavior Modification System	
EU	Innotek	7005545.4	1836892	3/7/12	Method and Apparatus for Adjusting the Correction Level of an Animal Training	
Australia	Innotek	2009251006	2009251006	8/16/12	Receiver Collar	
Canada	Innotek	2,564,304			Rising Stimulation Modification	
Canada	Innotek	2580849			Receiver Collar	
Canada	Innotek	2,582,020			Reprogrammable Receiver Collar	
Canada	Innotek	2,582,020			Reprogrammable Receiver Collar	
US	Innotek	08/395319	5,636,597	6/10/97	Animal Separator System	
US	Innotek	09/006718	5,911,198	6/15/99	Animal Stimulator	
US	Innotek	09/014948	5,923,254	7/13/99	Programmable Animal Collar	

Patents Granted						
Country	Owner	Application Number	Patent Number	Issue Date	Description	
US	Innotek dba Innotek Pet Products, Inc.	09/014777	5,934,225	8/10/99	Wire Embedded Collar with electronic component attachment	
US	Innotek dba Innotek Pet Products, Inc.	08/918607	5,984,875	11/16/99	Ingestible Animal Temperature Sensor	
US	Innotek dba Innotek Pet Products, Inc.	09/060573	6,058,889	5/9/00	Combination Confinement System and Bark Inhibitor	
US	Innotek dba Innotek Pet Products, Inc.	09/098727	6,069,844	5/30/00	Acoustic Annunciator for audio tracking collars	
US	Innotek dba Innotek Pet Products, Inc.	09/210175	6099482	8/8/00	Ingestible Animal Temperature Sensor	
US	Innotek dba Innotek Pet Products, Inc.	09/026058	6114957	9/5/00	Pet Locator System	
US	Innotek dba Innotek Pet Products, Inc.	09/324097	6163261	12/19/00	Wireless Pet Confinement System	
US	Innotek dba Innotek Pet Products, Inc.	29/152210	D467,826	12/31/02	Wireless Transmitter for an animal confinement system	
US	Innotek dba Innotek Pet Products, Inc.	10/029324	6,807,720	10/26/04	Insulated Electrode Probe for an animal receiver collar	
US	RSC	08/132654	5351653	10/4/94	Animal training method using positive and negative audio stimuli	
US	RSC	08/216691	5,381,129	1/10/95	Wireless Pet Containment System	
Finland	RSC	F119950002753	1995098476	6/25/97	Method for determining the direction of a radio signal	
US	RSC	08/699399	5,708,421	1/13/98	System for Tracking an article or person	
US	RSC	08/707703	5724919	3/10/98	Device for achieving animal response	
US	RSC	08/368357	5,852,403	12/22/98	Wireless Pet Containment System	
US	RSC	08/902730	5,868,103	2/9/99	Method and Apparatus for Controlling an Animal	
US	RSC	09/040487	5,927,233	7/27/99	Bark Control System for Pet Dogs	
US	RSC	09/111512	6,016,100	1/18/00	Ultrasonic Animal Deterrent for protecting an area	
US	RSC	09/080686	6,047,664	4/11/00	Electronic Training Leash and Collar	

Patents Granted

Country	Owner	Application Number	Patent Number	Issue Date	Description
US	RSC	29/109696	D426,166	6/6/00	Hand held pet training transmitter
US	RSC	09/190466	6158385	12/12/00	Bird Feeder with Electronic Squirrel Deterrence
US	RSC	09/520679	6191693	2/20/01	Electronic animal deterrent for protecting an area
US	RSC	29/116547	D439,561	3/27/01	Battery Pack
US	RSC	09/300305	6,215,314	4/10/01	Wire Break Locator and method of use
US	RSC	09/476349	6234112	5/22/01	Self-Cleaning Litter Box Assembly
US	RSC	29/140570	D451,836	12/11/01	Handheld Electronic Pet Training Transmitter
EU	RSC	09/631488	0736654	1/1/02	Two-Probe Bark Control Device and Method for Making Such
US	RSC	09/624740	6,345,946	2/12/02	Releaseably Interlocking Fastener
US	RSC	09/62819	6,378,458	4/30/02	Bird Feeder with Electronic Squirrel Deterrence
US	RSC	09/628619	6,385,909	5/14/02	Lockable Canned Door Flap for pets
US	RSC	09/633489	6401661	6/11/02	Self-cleaning pet litter box assembly
US	RSC	09/609754	6,415,742	7/9/02	Dual Transmitter pet Confinement and Training System
US	RSC	09/690900	6,431,121	8/13/02	Bark Control Apparatus and method for use with Multiple Dogs
US	RSC	29/151128	D462,916	9/17/02	Handheld Electronic pet Training Transmitter
Germany	RSC		40208989.8	10/24/02	Two meal animal feeder
France	RSC		26703	11/5/02	Two meal animal feeder
France	RSC		026703-001	11/6/02	Animal Feeder
UK	RSC		3008488	11/8/02	Two meal animal feeder
US	RSC	10/082667	6,588,376	7/8/03	Applicance for Dissuasion of a dog From Barking
US	RSC	10/079186	6604490	8/12/03	Low reservoir detection and variable dosing for a spray deterrent animal training system
Australia	RSC		28142003	8/19/03	Five meal animal feeder
US	RSC	29/160312	D478,693	8/19/03	Two-meal Animal Feeder Design
US	RSC	09/964116	6,637,376	10/28/03	Intensity Variation Method and apparatus
US	RSC	29/154305	D484,037	12/23/03	Probe Locking Washer
US	RSC	10/079216	6,668,760	12/30/03	Spray Control Anti-bark Collar
US	RSC	10/104898	6,669,419	12/30/03	Probe Locking Washer
US	RSC	29/172228	D487,026	2/24/04	Pistol Grip Handheld Transmitter
US	RSC	29/176680	D490,577	5/25/04	Animal Feeder
EU	RSC		1313362	8/11/04	Animal behavior training apparatus
EU	RSC	not available	1551220	8/20/04	Spray Control Anti-bark Collar
Canada	RSC	not available	2476989	8/20/04	Low Reservoir Detection
Canada	RSC	not available	2476990	8/20/04	Spray Control Anti-bark Collar
Australia	RSC	not available	2002329721	8/20/04	Low Reservoir Detection
Japan	RSC	not available	2003-570728	8/20/04	Low Reservoir Detection
Canada	RSC	not available	2477200	8/23/04	Dissuasion From Barking
EU	RSC	761306.6	1478227	8/25/04	Dissuasion From Barking
EU	RSC	765965.5	1482784	8/31/04	Low Reservoir Detection
Australia	RSC		2002326583	9/13/04	Dissuasion From Barking
Sweden	RSC		1313362	9/16/04	Animal behavior training apparatus
France	RSC		1313362	9/16/04	Animal behavior training apparatus

Patents Granted

Country	Owner	Application Number	Patent Number	Issue Date	Description
GB	RSC		1313362	9/16/04	Animal behavior training apparatus
Italy	RSC		1313362	9/16/04	Animal behavior training apparatus
Germany	RSC		60104863	9/16/04	Animal behavior training apparatus
GB	RSC	not available	2381180	11/23/04	Animal Access System
US	RSC	10/345496	6,827,043	12/7/04	Insulated Probe
EU	RSC		WO1482784	12/8/04	Low Reservoir Detection
US	RSC	10/210454	6,838,991	1/4/05	Method and Apparatus for Testing an Electronic Pet Containment Transmitter
Spain	RSC		2225594	3/16/05	Animal behavior training apparatus
US	RSC	09/779076	6879300	4/12/05	Wireless boundary proximity determining and animal containment system and method (Note: RSC has Int. Ownership w/ XYZ Microsystems, LLC)
EU	RSC		330006	4/26/05	Battery module
EU	RSC		330840-0001	4/26/05	Friendly Electrode
Canada	RSC		2507647	5/27/05	Lockable pet door
US	RSC	10/643809	6,901,883	6/7/05	Multi-Function Animal Training Transmitter
EU	RSC	360201	360201-0001	6/16/05	Collars for Animals
US	RSC	10/315896	6,917,295	7/12/05	Animal Locating Device with Rotatable Lid Switch having Foul Weather Feature
EU	RSC		1551220	7/13/05	Spray Control Anti-bark Collar
US	RSC	10/704004	6,921,089	7/26/05	Battery Module Gasket
Australia	RSC	200513329	304844	8/4/05	Wireless Receiver
EU	RSC	382981	382981-0001	8/4/05	Wireless Animal Training Transmitter
Canada	RSC	112397	112397	8/23/05	Wireless Animal Training Transmitter
US	RSC	09/522087	6,937,647	8/30/05	External Perimeter Monitoring System
US	RSC	10/374859	6,959,511	11/1/05	Lockable Pet Door
US	RSC	10362885	6983719	1/10/06	Animal behavior training apparatus
US	RSC	29/215951	D515,027	2/14/06	Battery module
US	RSC	29/215952	D515,751	2/21/06	Horizontal Electronic Stimulus delivery apparatus
US	RSC	10/750289	7,017,524	3/28/06	Intensity Variation Device for training animals
US	RSC	10/426503	7,021,244	4/4/06	Pet Repelling Mat
US	RSC	10/643565	7,034,693	4/25/06	Sport Dog Locator
OHIM	RSC		526116	5/10/06	3 V Nano Battery Module
US	RSC	29/232175	D528,502	9/19/06	Battery Module
US	RSC	10/817602	7,111,586	9/26/06	Intensity Variation Device for training animals
US	RSC	10/883054	7,120,967	10/17/06	Pet Door Hinge
US	RSC	29/243180	D531,117	10/31/06	Battery Module
US	RSC	10/981194	7142167	11/28/06	Wireless boundary proximity determining and animal containment system and method (Note: RSC has Int. Ownership w/ XYZ Microsystems, LLC)
US	RSC	29253291	D535973	01/30/2007	Pistol grip handheld transmitter
US	RSC	[filed date 2/3/06]	7183988	2/27/07	Directional Antenna Mechanism

Patents Granted

Country	Owner	Application Number	Patent Number	Issue Date	Description
US	RSC	10/831519	7222589	5/29/07	Bark Control Device and Associated Vibration Dampening Housing and Method for
Australia	RSC		308502	5/31/07	3 V Nano Battery Module
US	RSC	29/229507	D543884	6/5/07	Animal Training Electrode
US	RSC	11/156023	7228821	6/12/07	Adjustable Quick Release Pet Collar
Canada	RSC		1156870	7/3/07	3V Nano Battery Module
US	RSC	29/214785	D545,791	7/3/07	Housing for Portable Communication Device
US	RSC	11/274019	7249572	7/31/07	Seal for Pet Collar Antenna
US	RSC	10/867091	7261058	8/28/07	Self-Cleaning Litter Box
US	RSC	10/867194	7263951	9/4/07	Self-Cleaning Litter Box Mechanism
US	RSC	10/846324	7267081	9/11/07	Housing for a collar-mounted pet accessory and associated collar mounting system
US	RSC	11/294934	7275502	10/2/07	Portable Animal Containment Device
EU	RSC		1478227	10/17/07	Appliance for Dissuasion of a Dog From Barking
France	RSC		1478227	10/17/07	Appliance for Dissuasion of a Dog From Barking
GB	RSC		1478227	10/17/07	Appliance for Dissuasion of a Dog From Barking
US	RSC	11/012565	7290499	11/6/07	Self-Cleaning Litter Box Assembly
US	RSC	11/373017	7296540	11/20/07	Insulated Probe Device
Canada	RSC		1189870	2/26/08	Guardian Battery Door - Design
US	RSC	11/195307	7377234	5/27/08	Portable Animal Tracking System
US	RSC	29/275848	D569,753	5/27/08	Collar Saddle
US	RSC	11/386413	7382328	6/3/08	Antenna Enclosed within an animal training apparatus
US	RSC	29/275850	D570,237	6/3/08	Remote Beeper Locator for Dog Collar
US	RSC	29/861860	D573,564	7/22/08	Portable Communication Device Housing
US	RSC	29/247753	D575,734	8/26/08	Guardian Battery Door - Design
US	RSC	11/530337	7420136	9/2/08	Compression Ring Button Assembly
US	RSC	11/386283	7420473	9/2/08	Pet Alert Collar
US	RSC	29/176660	D579,158	10/21/08	Semicircular Litter Box
US	RSC	11/319920	7495570	2/24/09	Transmitter Apparatus
US	RSC	11/157251	7503285	3/17/09	Flexible Animal training Electrode Assembly
Australia	RSC		2005244199	4/23/09	Rising Stimulation Modification
US	RSC	11/178850	7541937	6/2/09	Battery Module Switch
US	RSC	11/437258	7552699	6/30/09	Transponding of a Signal using the Same Antenna
US	RSC	11/386416	7564362	7/21/09	Alarm Actuated Pet Door Lock Release Mechanism
GB	RSC		4012111	8/8/09	Cat Flap (Smart Flap)
US	RSC	11/841051	7609157	10/27/09	Antenna Proximity Determining System Utilizing Bit Error Rate
EU	RSC		1636721-0001	11/17/09	Design - Radio Tracking Receiver
EU	RSC		1636721-0002	11/17/09	Design - Antenna Structure for Radio Tracking Receiver
Australia	RSC		2007200333	11/19/09	Reprogrammable Receiver Collar
US	RSC	11/676433	7621233	11/24/09	Device for Detecting, Containing, and Indicating the Presence of Fluidic Animal Waste
US	RSC	11/671844	7621815	11/24/09	Flexible Clutch
EU	RSC		1639931	11/25/09	Design-Transmitter
Australia	RSC	2005328314	2005328314	1/7/10	Receiver Collar

Patents Granted					
Country	Owner	Application Number	Patent Number	Issue Date	Description
US	RSC	11/373,016	7644685	1/12/10	Unitized Receiver-Housing Bearing Collar for Pet
US	RSC	11/670,278	7656291	2/2/10	A System and Method for Determining Proximity to a Wireless Boundary of Programmable Shape Used in Animal Containment (Note: RSC has Int. Ownership w/ XYZ Microsystems, LLC)
US	RSC	11/626,837	7667599	2/23/10	Piezoelectric Cable Based Monitoring System
US	RSC	29316262	D612838	3/30/10	Antenna structure for radio tracking receiver
US	RSC	11/782,635	7707974	5/4/10	LCD Window for Animal Training Device and Method for Manufacture
US	RSC	11/743,696	7710263	5/4/10	Escape Notification for Pet Containment System
US	RSC	11/614,174	7712438	5/11/10	Method and Apparatus for Adjusting the Correction Level of an Animal Training Handheld Transmitter
US	RSC	29330,813	D615,438	5/11/10	Handheld Transmitter
US	RSC	29316263	D617767	6/15/10	Radio tracking receiver
US	RSC	12/057438	7770541	8/10/10	Animal Training Device Responsive to an Audible Signal
US	RSC	11/971,553	7798103	9/21/10	Selective Access Electronic Pet Door
US	RSC	11/669,914	7814865	10/19/10	Device for training and locating an animal
US	RSC	12/170302	7834769	11/16/10	Animal Deterrent Mat
US	RSC	29320910	D627527	11/16/10	Pet Bed Heating Pad - Design
US	RSC	11/927672	7841301	11/30/10	Low Impedance Probe
Finland	RSC		121517	12/15/10	Directional Antenna Mechanism
US	RSC	11/621903	7900585	3/8/11	Two-Probe Bark Control Device and Method for Making Such
US	RSC	11/624,133	7918190	4/5/11	Electronic Animal Containment System with Direction of Approach Determination
US	RSC	12/783090	7921811	4/12/11	Selective Access Electronic Pet Door
US	RSC	11/261821	7946252	5/24/11	Electronic Animal Trainer with Temperament Learning
US	RSC	11/625977	7984529	7/26/11	Robotic Pet Waste Treatment or Collection
US	RSC	12/107080	7996983	8/16/11	Method of Manufacturing a Device Worn by An Animal
US	RSC	11/386414	8011327	9/6/11	Variable Voltage Electronic Pet Training Apparatus
US	RSC	12/013,018	8047161	11/1/11	Method and Device for Determining the Polarity of a Signal Transmitted by an Animal
US	RSC	12/017079	8069823	12/6/11	An Animal Training Device Using a Vibration Stimulus to an Animal
US	RSC	12/652759	8098164	1/17/12	Reprogrammable Receiver Collar
Australia	RSC	2008203914	2008203914	3/1/12	An Animal Training Device Using a Vibration Probe to deliver a vibration stimulus to an
US	RSC	11/828413	7669555	3/2/12	Self-cleaning pet litter box assembly with reciprocating bars
EU	RSC	8251073.6	1975365	4/11/12	Induction Coil Activated Pet Door
US	RSC	11/686385	8159355	4/17/12	Multi-Option Communication Methods of Fault Notification in Pet Containment Systems
US	RSC	29/348093	D659,304	5/8/12	Design - Transmitter
US	RSC	12/335233	8185345	5/22/12	Device and Method to Monitor Consumables Consumed By Animal
GB	RSC	705926.4	2447924	6/6/12	Induction Coil Activated Pet Door
US	RSC	12/697539	8269504	9/18/12	System for Locating a Partial Break in a Wire Loop Antenna
US	RSC	12/892559	8281749	10/9/12	Pet Accessory Pendant
GB	RSC	90562.1	2457191	10/12/12	Two-Probe Bark Control Device and Method for Making Such

Patents Granted						
Country	Owner	Application Number	Patent Number	Issue Date	Description	
Australia	RSC	2006312300 [filed date 5/5/08]	2006312300		Temperament Learning Correction Collar	
Australia	RSC	2008205533 [filed date 7/17/09]	2008205533		Electronic Animal Containment System with Direction of Approach Determination	
Australia	RSC	2008205256 [filed date 4/20/05]	2008205256		Two-Probe Bark Control Device and Method for Making Such	
Canada	RSC	2565318 [filed date 10/24/06]			Signal and Protocol for Remote Dog Trainer Signaling with Forward Error Correction	
US	RSC	29/209251	D545,790	7/3/07	Housing for Portable Communication Device	

Patents Pending

Country	Owner	Application or Publication No.	File Date	Status	Description
China	IF	200710105021.X	5/22/07	Abandoned	CHINA - Animal Behavior Modification System
US	Innotek	10/830,174	4/21/04	Abandoned	Method and Apparatus for varying Animal Correction Signal
US	Innotek	11/355,541	4/21/04	Abandoned	Method and Apparatus for varying Animal Correction Signal
US	Innotek	11/150,626	6/9/05	Abandoned	Pet Door
US	Innotek	11/152,282	6/14/05	Abandoned	Pet Door and Method of Operation
US	Innotek	11/254,155	10/19/05	Abandoned	Clip-on Translator for an animal connection collar
US	Innotek	11/319,923	12/27/05	Abandoned	Receiver apparatus
US	Innotek	11/610,685	12/14/06	Abandoned	Animal Behavior Modification System
China	Innotek	200580022595.X	1/4/07	Pending	China - Receiver Collar
China	Innotek	200710085526.4	3/7/07	Pending	China - Receiver Collar
Canada	Innotek	20101030173.7	12/17/09	Notice of Allowance	CN - Receiver Collar
EU	Innotek	1842422	8/1/12	Pending	Reprogrammable Receiver Collar
Australia	RSC	2002332491	8/19/02	Pending	Spray Control Anti-bark Collar
EU	RSC	1540125	9/15/03	Pending	Automatic Pet Door
US	RSC	60543101	2/9/04	Abandoned	Self cleaning litter box and conveyor therefor
US	RSC	10892708	7/16/04	Abandoned	Pet door gasket assembly
US	RSC	11/065963	2/25/05	Pending	Receiver Collar
US	RSC	11/179159	7/12/05	Abandoned	Cell phone for pets (remotely activated pet beacon) utility
US	RSC	11/196903	8/4/05	Abandoned	Pet confinement system using ultra wideband
US	RSC	11214522	8/30/05	Abandoned	External perimeter monitoring system
US	RSC	29238761	9/21/05	Abandoned	Semicircular Litter Box
US	RSC	29238761	9/21/05	Abandoned	Self cleaning litter box
US	RSC	11265063	11/2/05	Abandoned	Sensor activated continuous flow pet watering device and RFID tag
US	RSC	60734826	11/9/05	Abandoned	Compressing ring button and sealing method for the ST 101-T buttons
US	RSC	11284278	11/21/05	Abandoned	Electronic multi-mode pet gate (pet gate B pet zone barrier)
US	RSC	11/356355	2/16/06	Abandoned	Adjustable electrodes for pet collar
US	RSC	11/364093	2/28/06	Abandoned	Presence detector mat
US	RSC	11366347	3/2/06	Abandoned	Tunnel-wall unit
US	RSC	11386281	3/22/06	Abandoned	Pet alert collar having a digital pet information storage and retrieval
EU	RSC	2220933	3/31/06	Pending	Electronic animal trainer with temperament learning
US	RSC	11/462,750	8/7/06	Abandoned	Animal condition monitor
US	RSC	11/506613	8/17/06	Abandoned	Animal Behavior Acquisition System and Method
EU	RSC	1755376	10/10/06	Pending	Rising Stimulation Modification
EU	RSC	1816775	10/11/06	Pending	Signal and Protocol for Remote Dog Trainer Signaling with Forward Error Correction
US	RSC	11/619452	1/3/07	Pending	Animal Training Device Using a Vibration Probe to Deliver a Vibration Stimulus to an Animal
EU	RSC	1851594	1/11/07	Pending	Receiver Collar
US	RSC	11/627,718	1/26/07	Abandoned	A Security System Using Piezoelectric Sensor
US	RSC	11/673609	2/12/07	Final Office action received	System for Detecting Information Regarding an Animal and Communicating the Information to a remote locator
EU	RSC	1832162	2/28/07	Pending	Receiver Collar
US	RSC	11/746385	5/9/07	Pending	Piezoelectric Cable Perimeter Monitoring System

Patents Pending

Country	Owner	Application or Publication No.	File Date	Status	Description
EU	RSC	1862067	5/25/07	Pending	Animal Training System with Multiple Configurable Correction Settings
US	RSC	11/754994	5/29/07	Notice of Allowance	Vibration Dampening Bark Control Device
US	RSC	11/754994	5/29/07	Pending	Vibration Dampening Bark Control Device
EU	RSC	1880604	7/6/07	Pending	Animal Containment Transmitter System
EU	RSC	2339106	3/26/08	Pending	Induction Coil Activated Pet Door
EU	RSC	1945899	4/25/08	Pending	Pet Door
US	RSC	12/137536	6/11/08	Notice of Allowance	Method and Apparatus for Varying Animal Correction Signals
US	RSC	12/170,275	7/9/08	Abandoned	Method & Apparatus for Varying Animal Correction Signals
US	RSC	29/323,500	8/26/08	status unknown	Removable Liner
Canada	RSC	2782644	8/29/08	pending	Gravity-Induced Automatic Animal Watering/Feeding Device
US	RSC	12/204800	9/4/08	Pending	Bark Deterrent Apparatus with Internal Vibration Sensor
US	RSC	12/208645	9/11/08	On Appeal	Animal Door Having an Adjustable Resistance Against Being Opened
Australia	RSC	2008302384	9/17/08	Pending	Pet toy for retaining replaceable treats
EU	RSC	2388854	9/17/08	Pending	An antenna enclosed within an animal training apparatus
EU	RSC	1996012	11/28/08	Pending	Variable Voltage Electronic Pet Training Apparatus
US	RSC	12/352,808	1/13/09	Abandoned	Modular Animal Containment Panels Adapted for Post-Manufacture
US	RSC	12/353,687	1/14/09	Abandoned	High-Tech Animal Training System
Japan	RSC	2009161295	7/8/09	Pending	Low Storage Detection for Animal Training System with Spary Type Control Agent and Variable Amount Administration
Japan	RSC	2009545596	7/9/09	Response to office action to be filed by 09/28/12	Two-Probe Bark Control Device and Method for Making Such
EU	RSC	2104417	7/15/09	Pending	Method and Device for Determining the Polarity of a Signal Transmitted by an Animal Containment System
Canada	RSC	2675582	7/15/09	Pending	CAN - Method and Device for Determining the Polarity of a Signal
New Zealand	RSC	578437	7/16/09	Application accepted-in opposition period	Method and Device for Determining the Polarity of a Signal Transmitted by an Animal Containment System
EU	RSC	2104416	7/16/09	Pending	Electronic Animal Containment System With Direction of Approach Determination
Canada	RSC	2675752	7/16/09	Received notification of acceptance	Electronic Animal Containment System With Direction of Approach Determination
New Zealand	RSC	578461	7/17/09	Application accepted-in opposition period	Electronic Animal Containment System With Direction of Approach Determination
Japan	RSC	2009546421	7/17/09	Pending	Electronic Animal Containment System With Direction of Approach Determination
US	RSC	12/508993	7/24/09	Office Action	Assisted Direction Finding Apparatus
Canada	RSC	2676885	7/29/09	Pending	An Animal Training Device Using a Vibration Probe to Deliver a Stimulus to an Animal

Patents Pending

Country	Owner	Application or Publication No.	File Date	Status	Description
EU	RSC	2109360	7/30/09	Pending	An Animal Training Device Using a Vibration Probe to Deliver a Stimulus to an Animal
Canada	RSC	2677059	7/30/09	Pending	System and Method for Determining Proximity to a Wireless Boundary of Programmable Shape Used in Animal Containment
New Zealand	RSC	578757	7/31/09	Application accepted-in opposition period	An Animal Training Device Using a Vibration Probe to Deliver a Stimulus to an Animal
New Zealand	RSC	578761	7/31/09	Pending	System and Method for Determining Proximity to a Wireless Boundary of Programmable Shape Used in Animal Containment
Australia	RSC	2008211010	7/31/09	Pending	AUS - A System and Method for Determining Proximity to a Wireless
EU	RSC	2108179	7/31/09	Pending	System and Method for Determining Proximity to a Wireless Boundary of Programmable Shape Used in Animal Containment
US	RSC	12/547014	8/25/09	Response to office action entered	Gravity-Induced Automatic Animal Watering/Feeding Device
Australia	RSC	2008262497	10/14/09	Abandoned	AU - Vibration Dampening Bark Control Device
EU	RSC	2150101	10/15/09	Pending	Vibration Dampening Bark Control Device
Canada	RSC	2684289	10/15/09	Pending	Vibration Dampening Bark Control Device
China	RSC	101686654	11/27/09	Pending	Dampening Bark Control Device
Japan	RSC	2010527632	11/27/09	Pending	Dampening Bark Control Device
US	RSC	12/693623	1/26/10	Office Action	Device for Dispensing a Fluidic animal Treat
US	RSC	12/710840	2/23/10	Response to Office Action Entered	An Animal Containment/Repellent System Having an Internal and an External Antenna
US	RSC	12/712749	2/25/10	Appeal Brief submitted 08/29/2012	Mechanically Compliant Probe for Delivering an Electrical Stimulus to an Animal
US	RSC	12/721880	3/11/10	Office Action 08/14/2012	Animal Door Having an Adjustable Height
US	RSC	12/721972	3/11/10	Office Action 06/26/2012	Animal Training Device Having a Programmable Stimulus Delivery Switch
US	RSC	12/731279	3/25/10	Final Office Action 08/16/2012	Solar Powered Animal Containment/Repellent System
US	RSC	12/749,072	3/29/10	Abandoned	LCD Window for Animal Training Device and Method for
Australia	RSC	2008348347	6/21/10	Patent Exam report 1 08/24/2012	Vibration Stimulus Delivery Device
EU	RSC	2230896	7/5/10	Pending	Vibration Stimulus Delivery Device
EU	RSC	2245925	8/20/10	Pending	Dampening Bark Control Device
Canada	RSC	2712223	9/14/10	Pending	An Animal Training Device Using a Vibration Probe to Deliver a Stimulus to an Animal
Australia	RSC	2009234370	9/20/10	Acceptance notice 06/04/2012	Animal Door Having an Adjustable Resistance
US	RSC	12/886811	9/21/10	Office Action 07/02/2012	Liquid Treat Dispensing System and Method of Using the Same
US	RSC	12/905370	10/15/10	Pending	Gesture-Based Animal Trainer

Patents Pending

Country	Owner	Application or Publication No.	File Date	Status	Description
US	RSC	12/917221	11/1/10	Office Action 08/23/2012	Method and Device for Desensitizing an Animal to an Anxiety Inducing Sound
US	RSC	12/968638	12/15/10	Office Action 07/18/2012	Lick Deterrent Strip
US	RSC	29/381078	12/15/10	Pending	Pet Consumables Container
GB	RSC	2473385	12/20/10	Pending	Gravity-Induced Automatic Animal Watering/Feeding Device
Japan	RSC	2010525913	12/24/10	status unknown	Pet toy for retaining replaceable treats
Canada	RSC	2733088	2/4/11	Pending	Bark Deterrent Apparatus with Internal Vibration Sensor
GB	RSC	2475437	2/8/11	Pending	Bark Deterrent Apparatus with Internal Vibration Sensor
Japan	RSC	2011524983	2/8/11	status unknown	Gravity-Induced Automatic Animal Watering/Feeding Device
Australia	RSC	2009288717	2/11/11	Postponement of acceptance 01/18/12	Bark Deterrent Apparatus with Internal Vibration Sensor
US	RSC	13/048555	3/15/11	Pending	Energy Efficient Heated Pet Pad
Canada	RSC	2746993	6/15/11	Office Action 09/06/2012	Stimulus Delivery Device Having an Adjustable Stimulus Intensity Range
Japan	RSC	2011013521	6/15/11	status unknown	Pet Consumables Container
US	RSC	13/163184	6/17/11	Office Action 09/06/2012	Robotic Pet Waste Treatment or Collection
EU	RSC	2369915	6/21/11	Pending	Stimulus Delivery Device Having an Adjustable Stimulus Intensity Range
Australia	RSC	2009327538	6/22/11	Pending	Stimulus Delivery Device Having an Adjustable Stimulus Intensity Range
US	RSC	61/506554	7/11/11	Provisional	Stance Analyzer
US	RSC	13/180662	7/12/11	Pending	Universal Water Fountain System for Animals
US	RSC	13/206217	8/9/11	Pending	Systems and Methods to Track Movement of Animals
US	RSC	61/543534	10/5/11	Provisional	Camera-Based Animal Control Systems and Method
US	RSC	13/302477	11/22/11	not published	Method and Apparatus to Determine Actionable Position and Speed in GNSS Applications
US	RSC	13/311129	12/5/11	not published	Docking System
US	RSC	13/385581	1/18/12	not published	An Antenna Enclosed Within an Animal Training Apparatus
US	RSC	61/647458	5/15/12	Provisional	Collar Strap Attachment Mechanism
US	RSC	61/647462	5/15/12	Provisional	Wall Entry Tunnel for a Pet Door
US	RSC	61/647465	5/15/12	Provisional	Pet Door with Locking Flaps
US	RSC	13/345261	6/6/12	not published	Animal Watering Device
Canada	RSC	Not yet on file	7/9/12	Filed	Solar Powered Animal Containment/Repellent System
Australia	RSC	Not yet on file	7/9/12	Filed	Solar Powered Animal Containment/Repellent System
GB	RSC	Not yet on file	7/9/12	Filed	Solar Powered Animal Containment/Repellent System
France	RSC	Not yet on file	7/9/12	Filed	Solar Powered Animal Containment/Repellent System
Brazil	RSC	Not yet on file	7/9/12	Filed	Solar Powered Animal Containment/Repellent System
Argentina	RSC	Not yet on file	7/9/12	Filed	Solar Powered Animal Containment/Repellent System

Patents Pending

Country	Owner	Application or Publication No.	File Date	Status	Description
Chile	RSC	Not yet on file	7/9/12	Filed	Solar Powered Animal Containment/Repellent System
France	RSC	1842422	8/1/12	Pending	Reprogrammable Receiver Collar
GB	RSC	1842422	8/29/12	Pending	Reprogrammable Receiver Collar
Ireland	RSC	1842422	8/29/12	Pending	Reprogrammable Receiver Collar
US	RSC	12/637848	12/15/12	Office Action	Stimulus Delivery Device Having an Adjustable Stimulus Intensity Range

Copyrights		
Owner	Registration Number/ Date	Description
Radio Systems	TXu000730677 6/14/1999	The SportDog Trainer; Training with the PetSafe Strategy

Trademarks - Registered, Pending						
Mark	Owner	Country	Reg No.	File no.	Filed	Registered
INVISIBLE FENCING (Class 9)	IF	US	1371021	73-490278	7/17/84	11/19/85
THE FENCE THAT MAKES SENSE	IF	US	1593951	73-810719	7/3/89	5/1/90
INVISIBLE FENCE (Class 9)	IF	US	1600470	73-799748	5/12/89	6/12/90
OFF-LIMITS	IF	US	1624577	74-007969	11/16/89	11/27/90
INVISIBLE BOUNDARY (Class 9)	IF	US	1687015	74-008675	12/7/89	1/29/91
INBOUNDS	IF	US	1650004	74043138	3/27/90	7/9/91
INVISIBLE FENCING and design (IF) (Class 9)	IF	US	1657246	74-101279	9/26/90	9/17/91
INVISIBLE BARRIER (Class 9)	IF	US	1695218	74-022318	1/25/90	6/16/92
INVISIBLE (Class 9)	IF	US	1765230	74-228652	12/9/91	4/13/93
SHARING THE RESPONSIBILITY FOR YOUR PET'S WELL BEING	IF	US	1784764	74/164647	5/8/91	7/27/93
INVISIBLE POWER (Class 9)	IF	US	1849121	74-361368	2/19/93	8/9/94
SAFE DOG (Class 9)	IF	US	1865194	74-315778	9/18/92	11/29/94
POWER CAP (Class 9)	IF	US	1931082	74-553855	7/26/94	10/31/95
YOUR NEIGHBORHOOD PET CONTAINMENT						
PROFESSIONALS (Class 9)	IF	US	1931975	74-406919	6/24/93	10/31/95
INVISIBLE MASK (Class 9)	IF	US	1966900	74-673736	5/15/95	4/9/96
PET CENTRAL (Class 42)	IF	US	2027880	74-686175	6/9/95	12/31/96
BREAK ALERT (Class 9)	IF	US	2087416	75-127815	7/1/96	8/12/97
IN-HOME (Class 9)	IF	US	2289566	75-439823	2/24/98	10/26/99
INVISIBLE GATE (Class 9)	IF	US	2472142	75-688567	4/21/99	7/24/01
INVISIBLE SENTRY (Class 9)	IF	US	2559160	75-467637	4/14/98	4/9/02
COMPUTER COLLAR (Class 9)	IF	US	2823408	78-233483	4/3/03	3/16/04
SHIELDS (Class 9)	IF	US	3115155	78-472991	8/25/04	7/11/06
MISC DESIGN (Retriever logo) (Class 9)	IF	US	3213995	78-571193	2/19/05	2/27/07
THE BRAND VETS RECOMMEND MOST FOR DOG						
SAFETY AND FREEDOM (Class 37)	IF	US	3413690	77-189875	5/24/07	4/15/08
BOUNDARY PLUS	IF	US	3693996	77-603289	10/29/08	10/6/09
MICROLITE	IF	US	3825965	77657229	1/27/09	7/27/10
PETFREE	IF	US	4035965	85076848	7/2/10	12/21/10
TRACK & TRAIN	Innotek	US	2261090	75-503174	6/16/98	7/13/99
INNOTEK	Innotek	US	2311618	75-608880	12/18/98	1/25/00

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SMART DOG	Innotek	US	2411822	75-608700	12/18/98	12/12/00
COMMAND SERIES	Innotek	US	2567368	76-297053	8/8/01	5/7/02
CONTAIN 'N' TRAIN	Innotek	US	2583931	75-852800	11/18/99	6/18/02
FREE SPIRIT	Innotek	US	2582042	78-299258	8/14/01	6/18/02
ZONES	Innotek	US	2955832	76-524075	6/12/03	5/24/05
READYTEST	Innotek	US	3096746	78-498002	10/11/04	5/23/06
INNOTEK QUICKER TRAINING BETTER DOGS	Innotek	US	3097764	78-609344	4/14/05	5/30/06
CONTAIN 'N' TRAIN	Innotek	US	3181028	78-853741	4/4/06	12/5/06
INNOTEK	Innotek	US	3249586	78-945896	8/6/06	6/5/07
FIELDPRO	Innotek	US	3280562	78-588051	3/15/05	8/14/07
RANGER	Innotek	US	3321169	78812188	2/10/06	10/23/07
ULTRASMART	Innotek	US	3099285	78-498000	10/11/04	5/30/08
GEAR DOGS RESPECT	Innotek	US	3321086	78/802765	1/30/06	
JOHNSON	RSC	US	1007892	73-019046	4/17/74	4/1/75
STAYWELL	RSC	US	1116869	73-168861	5/3/78	4/24/79
JOHNSON PET-DOR (stylized)	RSC	US	1642088	73-801485	5/22/89	4/23/91
FENCEMASTER	RSC	US	1666429	74-066157	6/6/90	12/3/91
UNDERGROUND FENCE	RSC	US	1796849	74-232784	12/20/91	10/5/93
SCATMAT	RSC	US	1992998	74-689325	6/16/95	8/13/96
ABOISTOP	RSC	US	2093426	74-623084	1/19/95	9/2/97
PETSAFE (CLASS 9, 18)	RSC	US	2502307	75-368560	10/6/97	10/30/01
SPRAY COMMANDER	RSC	US	2594031	76-184703	12/20/00	7/16/02
PETSAFE (CLASS 6, 19)	RSC	US	2699907	76-371097	2/14/02	3/25/03
PROLITE	RSC	US	2832603	76-356876	1/9/02	4/13/04
PROHUNTER	RSC	US	2851003	78-268351	6/28/03	6/8/04
PETSAFE TRAINING SYSTEMS and the logo	RSC	US	2875312	76-389250	4/1/02	8/17/04
SPORTHUNTER	RSC	US	2875820	78-247612	5/9/03	8/17/04
ADD-A-DOG	RSC	US	2877363	78-247617	5/9/03	8/24/04
STAYWELL	RSC	US	2898600	76-417985	6/5/02	11/2/04
SAFE PETS, HAPPY OWNERS	RSC	US	2926513	76-170455	11/21/00	2/15/05
INSTANT FENCE	RSC	US	2962056	78-275321	7/17/03	6/14/05
SSSCAT	RSC	US	2964345	76-286281	7/12/01	6/28/05

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SPORTTRAINER	RSC	US	2969865	78-265933	6/23/03	7/19/05
RADIO FENCE (block letters)	RSC	US	3071010	78-598437	3/30/05	3/21/06
GUARDIAN	RSC	US	3085566	78-976105	7/16/03	4/25/06
VIRTUAL BARRIER	RSC	US	3100014	78-429538	6/3/04	6/6/06
WELLNESS BED	RSC	US	3162408	78758950	11/22/05	8/8/06
STAYWELL The World's Largest Selling Pet Door & Design	RSC	US	3140943	76-630314	2/3/05	9/12/06
SPORTDOG and the design	RSC	US	3167345	78-265987	6/23/03	11/7/06
IDEA FETCH	RSC	US	3,231,327	78666331	7/8/05	4/17/07
FIELDTRAINER	RSC	US	3245680	78-893132	5/25/06	5/22/07
RADIO SYSTEMS	RSC	US	3275294	78-978616	8/7/07	8/7/07
HOUNDHUNTER	RSC	US	3290878	78-892889	5/25/06	9/11/07
WETLANDHUNTER	RSC	US	3290868	78-888745	5/22/06	9/11/07
SIMPLY CLEAN	RSC	US	3316822	77-105168	2/12/07	10/23/07
SPORTDOG BRAND (block letters)	RSC	US	3319500	78-433206	6/10/04	10/23/07
AUTHORIZED PETS SAFE PRO	RSC	US	3,332,396	78854203	4/5/06	11/6/07
PRO TX	RSC	US	3330630	78-448527	7/9/04	11/6/07
STAY! MAT	RSC	US	3347058	77-105147	2/12/07	12/4/07
HEATED WELLNESS SLEEPER	RSC	US	3355134	77105109	2/12/07	12/18/07
GLOW GRIP	RSC	US	3399633	78723340	9/29/05	3/18/08
ADD-A-BEEPER	RSC	US	3410877	78-904758	6/9/06	4/8/08
SAFE PETS, HAPPY OWNERS	RSC	US	3423990	78-200453	1/6/03	5/6/08
REALHAWK	RSC	US	3438240	78-904930	6/9/06	5/27/08
PERFECT BARK	RSC	US	3456584	77-170698	5/2/07	7/1/08
WIRELESS LEASH	RSC	US	3490749	77153952	4/11/07	8/19/08
PETS SAFE RESCUE SERVICE	RSC	US	3500287	78955523	8/18/06	9/9/08
COMFORT-FIT	RSC	US	3509931	78-625562	5/9/05	9/30/08
MULTIVET	RSC	US	3535886	77-114429	2/23/07	11/25/08
BARKENDER	RSC	US	3577854	78-496794	12/8/04	2/17/09
FREEDOM	RSC	US	3611165	77-415056	3/6/08	4/28/09
GEAR THE WAY YOU'D DESIGN IT (CHILD)	RSC	US	3624843	78-981000	11/7/08	5/19/09
UNLEASHED TECHNOLOGY	RSC	US	3692384	77-697300	3/23/09	10/6/09
UPLANDHUNTER	RSC	US	3700426	78-891031	5/24/06	10/20/09

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SPORTDOG CONSERVATION FUND	RSC	US	3714945	77-724679	4/29/09	11/24/09
UPLANDBLAZE	RSC	US	3732874	78-887878	5/19/06	12/29/09
VENTURE SERIES	RSC	US	3741066	77-662236	2/3/09	1/19/10
VENTURE SERIES (logo)	RSC	US	3773105	77-662260	2/3/09	4/6/10
GEAR THE WAY YOU'D DESIGN IT (PARENT)	RSC	US	3779609	78-887896	5/19/06	4/20/10
MISC DESIGN (Pet Bed Warmer) (Class 11)	RSC	US	3788930	77818630	9/2/09	5/11/10
ROY GONIA	RSC	US	3789659	77792507	7/29/09	5/18/10
DRYTEK (design)	RSC	US	3802829	77854086	10/21/09	6/15/10
EATWELL	RSC	US	PENDING	85069604	PENDING	6/23/10
LICKETY STIK	RSC	US	3993372	85186884	11/30/10	7/12/11
SPORTDOG BRAND (logo)	RSC	US	4026978	85083054	7/13/10	9/13/11
CANINE ATHLETE BEYOND BASIC NUTRITION	RSC	US	4057616	85224430	1/24/11	11/15/11
STAY + PLAY WIRELESS FENCE	RSC	US	4057617	85224522	1/24/11	11/15/11
PETSAFE (CLASS 6, 9, 11, 16, 18, 19, 20, 21, 22, 24, 25, 28, 35, 41, 43, 44, 45)	RSC	US	4071446	85081045	7/9/10	12/13/11
PETSAFE SAFE PETS						
HAPPY OWNERS	RSC	US	4078885	85092844	7/26/10	1/3/12
LICKETY STIK	RSC	US	4179477	85514047	1/11/12	7/24/12
AQUA CUBE	RSC	US	PENDING	85544698	2/16/12	7/31/12
GIVE A LICK	RSC	US	4,183,123	85491287	12/9/11	7/31/12
AQUA FALLS	RSC	US	PENDING	85661307	6/26/12	PENDING
FELINE LICKETY STIK	RSC	US	PENDING	85672604	7/10/12	PENDING
PETSAFE (CLASS 10, 28, 31)	RSC	US	PENDING	85532508	2/2/12	PENDING
PETSAFE SAFE PETS HAPPY OWNERS (CLASS 28, 31)	RSC	US	PENDING	85532392	2/2/12	PENDING
PAWZ AWAY	RSC	US	3686766	77/339646	5/19/06	
PETSAFE BARK CONTROL	RSC	US	3149491	78/377767		
PETSAFE WELLNESS BED	RSC	US	2,993,215			
PETSAFE & Current Design (new)	RSC	US		85/092,844	7/26/10	