

06-23-2003



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102479834

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Woodstream Corporation

6-23-03

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State PA
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 06/10/2003

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal

Address: Suite 6400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State DE
☐ Other _____

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)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/399,789

B. Trademark Registration No.(s) 536,692

Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope Johnson

Internal Address: Katten Muchin Zavis Rosenman
Suite 1600

Street Address: 525 WEST MONROE STREET

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 56

7. Total fee (37 CFR 3.41).....\$ 1,415.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

06/24/2003 610M11 00000009 76399789

01 FC:8521
02 FC:852240.00 DP
1375.00 DP

Penelope Johnson

Name of Person Signing

Signature

06/18/2003

Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002761 FRAME: 0925

U.S. Trademark Applications (Continuation of Item 4A)

Application No.
76,399,796
76/401,513
76,399,899
76/399,794
76/436,247
76/436,082
76/417,883
76/377,940
76/377,554

U.S. Trademark Registration (Continuation of Item 4B)

538,002	554,714	622,813
912,122	1,026,787	1,183,815
1,214,686	1,253,638	1,283,390
1,283,393	1,332,832	1,491,174
1,987,184	1,992,084	1,994,162
2,074,260	2,083,888	2,109,287
2,120,606	2,259,766	2,265,242
2,290,040	2,303,045	2,330,331
2,367,233	2,392,863	2,425,890
2,433,595	2,442,643	2,455,129
2,461,028	2,494,915	2,588,707
2,588,744	2,636,835	2,670,644
2,680,894	2,683,421	2,715,689
65,538	76,332	1,073,191
1,231,628	1,232,496	1,231,628

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2003, is between **WOODSTREAM CORPORATION**, a Pennsylvania corporation (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "**Grantee**") for the benefit of Agent and Lenders (as such terms are defined herein).

RECITALS

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule A annexed hereto, and is a party to the Trademark licenses listed on Schedule A annexed hereto; and

B. Reference is made to that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among BMP/Woodstream Acquisition Corp., a Pennsylvania corporation ("**Borrower**"), Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), and as a Lender, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Syndication Agent, General Electric Capital Corporation, as Co-Documentation Agent, CIT Lending Services Corporation, as Co-Documentation Agent, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

C. As an indirect subsidiary of the Borrower, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

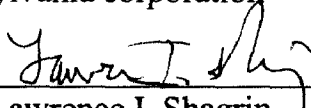
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

WOODSTREAM CORPORATION,
a Pennsylvania corporation

By:

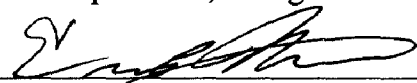


Lawrence I. Shagrin
Vice President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By:



Name: Eric Hansen
Director

SCHEDULE A TO WOODSTREAM TRADEMARK SECURITY AGREEMENT**U.S. TRADEMARK REGISTRATIONS**

Reg. No.	Country	Mark	Owner
536,692	US	TRUMP (stylized)	Woodstream
538,002	US	HOLD FAST	Woodstream
554,714	US	EASY SET (stylized)	Woodstream
622,813	US	HAVAHAART	Woodstream
912,122	US	VICTOR	Woodstream
1,026,787	US	V (& design)	Woodstream
1,183,815	US	HYDE	Woodstream
1,214,686	US	HAVAHAART (& design)	Woodstream
1,253,638	US	VICTOR (& design)	Woodstream
1,283,390	US	FLY-IN SAUCER	Woodstream
1,283,393	US	VICTOR (& design)	Woodstream
1,332,832	US	HAVAHAART	Woodstream
1,491,174	US	BEACON (& design)	Woodstream
1,987,184	US	VICTOR	Woodstream
1,992,084	US	ROACH MAGNET	Woodstream
1,994,162	US	ROACH MAGNET (Stylized)	Woodstream
2,074,260	US	MAGNET	Woodstream
2,083,888	US	MORE THAN A DOG HOME	Woodstream
2,109,287	US	LITTER RIDDER	Woodstream
2,120,606	US	HAVAHAART LITTER RIDDER	Woodstream
2,259,766	US	THRIFTY BUT NIFTY	Woodstream
2,265,242	US	KNOCKDOWN	Woodstream
2,290,040	US	VICTOR POISON-FREE	Woodstream
2,303,045 (Supp. Reg.)	US	POISON-FREE	Woodstream
2,330,331	US	HAVAHAART	Woodstream
2,367,233	US	SONIC BARRIER	Woodstream
2,392,863	US	HAVAHAART SONIC BARRIER	Woodstream

2,425,890	US	HAVAHART	Woodstream
2,433,595	US	MOSQUITO MAGNET	Woodstream
2,442,643	US	Misc. design (mosquito)	Woodstream
2,455,129	US	MOSQUITO MAGNET (stylized) (& design)	Woodstream
2,461,028	US	FLY MAGNET	Woodstream
2,494,915	US	HAVAHART	Woodstream
2,588,707	US	HAVAHART	Woodstream
2,588,744	US	HAVAHART	Woodstream
2,636,835	US	POLY CAT	Woodstream
2,670,644 (Supp. Reg.)	US	SQUIRREL BARRIER SYSTEM	Woodstream
2,680,894	US	SQUIRREL DILEMMA	Woodstream
2,683,421	US	Bird design	Woodstream
2,715,689	US	V (stylized)	Woodstream

Registered Trademarks

Reg. No.	Country	Mark	Owner
65,538	US	VICTOR (stylized)	Woodstream
76,332	US	V (stylized)	Woodstream
1,073,191	US	TIN CAT	Woodstream

TRADEMARK REGISTRATIONS

Reg. No.	Country	Trademark	Deadline	Owner
1,231,628	US	V (& design)	7/21/03	Woodstream
1,232,496	US	OUT O'SIGHT	3/29/03	Woodstream
1,231,628	US	V&FOX (Design)	3/22/03	Woodstream

FOREIGN TRADEMARK REGISTRATIONS

182,327	Canada	HAVAHAART	Woodstream
197656	Canada	TENDER TRAP	Woodstream
196,367	Canada	TRUMP	Woodstream
TMDA/14460	Canada	V	Woodstream
TMDA/5527	Canada	VICTOR	Woodstream
TMA465, 498	Canada	VICTOR	Woodstream
882,951	Canada	VICTOR POISON-FREE	Woodstream
1.612.549	Argentina	VICTOR	Woodstream
2219146	Argentina	V	Woodstream
A55,445	Australia	VICTOR	Woodstream
818,723,378	Brazil	MAGNET	Woodstream
980,182	China	MAGNET	Woodstream
980,181	China	VICTOR	Woodstream
1,493,075	China	DEFEATS ALL ENEMIES	Woodstream

1,493,076	China	DEFEATS ALL ENEMIES (in Chinese characters)	Woodstream
4,010,625	Japan	MAGNET	Woodstream
2,001-096,002	Japan	MOSQUITO MAGNET	Woodstream
507,568	Mexico	MAGNET	Woodstream
519,272	Mexico	VICTOR	Woodstream
2,027,633	United Kingdom	MAGNET	Woodstream
2,026,853	United Kingdom	VICTOR	Woodstream
105,783	Venezuela	VICTOR	Woodstream
2,840,478	European Comm.	VICTOR POISON-FREE	Woodstream

U.S. TRADEMARK APPLICATIONS

TRADEMARK APPLICATIONS

Serial No.	Country	Mark	Owner
76/399,789	US	CARING CONTROL FOR PETS AND WILDLIFE	Woodstream
76/399,796	US	CARING CONTROL FOR PETS AND WILDLIFE	Woodstream
76/401,513	US	EVENSEED	Woodstream
76/399,899	US	HAVAHAART (& design)	Woodstream
76/399,794	US	HAVAHAART (& design)	Woodstream
76/436,247	US	EASY FEEDER	Woodstream

TRADEMARK APPLICATIONS

Serial No.	Country	Mark	Deadline	Owner
76/436,082	US	VICTOR	7/29/03	Woodstream
76/417,883	US	THE BLACK HOLE	4/23/02	Woodstream
76/377,940	US	VICTOR POISON-FREE	5/27/03	Woodstream
76/377,554	US	POISON-FREE	5/27/03	Woodstream

FOREIGN TRADEMARK APPLICATIONS

3,993,167	China	MOSQUITO MAGNET	Woodstream
2,309,694	United Kingdom	POISON-FREE	Woodstream

TRADEMARK LICENSES

<u>LICENSED MARKS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
Canadian Trade-mark No. 423835 (THE ULTIMATE FLEA TRAP); US Trademark Nos. 74347971 and 743481111.	Agreement	NuPo, Inc. and Woodstream	May 21, 1996
"Mosquito Barrier"	Distribution and License Agreement	Garlic Research Labs and Woodstream	May 31, 1996, and amended on November 25, 1996 and February 7, 2003
"Zapadeer"	Sole Technology License and Trademark	Keith Betzen (d/b/a	March 1, 1999

	Assignment Agreement	Zapadeer) and Woodstream	
Unspecified.	License Agreement	W. Neudorff GmbH KG and Woodstream, as successor by assignment to Safer Ltd.	September 1, 2000
Unspecified	Technology License	Jeffrey K. Brown and Woodstream; By letter, dated November 25, 2002, Nacon Technologies, Inc. informed Woodstream that Brown had assigned the License Agreement to Nacon.	February 1, 2001
Not specified.	License Agreement	Joe Sam Wilkins, Jr. and Woodstream	January 2, 2003
Not specified.	License Agreement	Elaxis Corporation and Woodstream	April 23, 1999
Not specified.	Purchase and License Agreement	Passion-Krafts, Theodore Davidson and Woodstream	April 23, 2002
Not specified.	Exclusive License Agreement	Temple University and Woodstream	January 29, 1993, as amended on January 29, 1996
Not specified.	ORC License Agreement	Regenesis Bioremediation Products and Plant Research	December 7, 1994

		Laboratories, and Woodstream, as successor in interest to Ringer Corporation	
Not specified.	Non-Exclusive License Agreement	Iowa State University Research Foundation, Inc. and Woodstream Labworks, Inc. and Woodstream, as successor in interest to Intagra, as licensee.	May 21, 1997
“NuBark”	License Agreement		August 4, 1997
Not specified.	Exclusive License Agreement	Goran Hansson and Woodstream	Not provided.
Not specified.	Term Software License	SSA Global Technologies, Inc. and Woodstream	April 23, 2003
Not specified.	Addendum to Order Form	Woodstream and Computer Associates International, Inc.	June 23, 2000
Not specified.	Microsoft Open License Order Confirmation	Microsoft Corporation and Woodstream	May 13, 2002
Not specified.	Cross License Agreement	Woodstream, New Safer, Verdant, Safer, and Safer, Ltd.	November 2000
US Trademark Application No. 76/259,870	Private Label Supply Agreement	Woodstream and Silvandersson	October 12, 2001

(SILVALURE) Cornell Lab logo	Agreement	Sweden AB Cornell Laboratory of Ornithology and Woodstream, as successor in interest to Hyde's Bird Feeder, Inc.	Not dated.
Not specified.	Subscriber Agreement	Lowe's Companies, Inc. and Woodstream	September 25, 2002.
Canadian Trademark Nos.: 182,327 (HAVAHAART); 197,656 (TENDER TRAP); 196,367 (TRUMP); 59/14,460 (V); 5527 (VICTOR); TMA465,498 (VICTOR). Canadian Trademark Application No. 882,951 (VICTOR POISON-FREE).	Exclusive Distribution and License Agreement	Woodstream, Safer and Woodstream Canada	February 1, 2001