

08-12-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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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): **6203**  
Woodstream Corporation  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State - Pennsylvania  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Fleet National Bank of Massachusetts, N.A. as agent  
Internal  
Address: \_\_\_\_\_  
Street Address: 75 State Street  
City: Boston State: MA Zip: 02109  
 Individual(s) citizenship \_\_\_\_\_  
 Association National Banking Association  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other at reel/frame 1434/0763 to a Security Agreement  
Execution Date: 4/11/1995


4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 1,073,191  
Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John H. Kim, Esq.  
Internal Address: Bingham McCutchen LLP  
Street Address: 150 Federal Street  
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:   
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
500927

DO NOT USE THIS SPACE

9. Signature.  
John H. Kim            June 2, 2003  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document:

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

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REEL: 002799 FRAME: 0032

03-06/1996



To the Honorable Commissioner of Patents

in documents or copy thereof

1. Name of conveying party(ies):  
 Woodstream Corporation  
 98 Spit Brook Road, Suite 102  
 Nashua, NH 03062-5738

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: Fleet Bank of Massachusetts,  
N.A., as Agent  
 Internal Address: MA 80 F04 H  
 Street Address: 75 State Street  
 City: Boston State: MA ZIP: 02109

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: April 11, 1995

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
See attached Schedule A

B. Trademark registration No.(s)  
See attached Schedule A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Jeffrey M. Wolf, Esq.  
 Internal Address: Goodwin, Procter & Hoar,  
Exchange Place  
 Street Address: Exchange Place  
 City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41): \$ 465.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: N/A  
 (Attach duplicate copy of this page if paying by deposit account)

Rec'd MRD 7-13-96

APD 7/18

09/11/95 10212897	0 481	40.00 CR
09/11/95 10212897	0 482	425.00 CR

9. Statement and signature.  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kendal B. Price, Esq.                      [Signature]                      7/28/95  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet:       

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:  
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 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

Trademarks, Service Marks, Tradenames, Etc.

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
Conibear	1,021,897
Havahart	622,813
Havahart	1,332,832
Havahart & Design	1,214,686
Old Pal	1,092,106
Tin Cat	1,073,191
Trump	536,692
V (stylized)	76,332
V w/mouse head design	1,026,787
V w/foxhead design	1,231,628
Victor	65,538
Victor	912,122
Victor w/mouse head design	1,253,638
Victor w/fly design	1,283,393
Victor Conibear	686,737
Victor 4 in 1	1,145,391
Roach Magnet (stylized)	Pending (Filed 12/19/94)
Roach Magnet	Pending (Filed 12/19/94)

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## NOTICE OF COLLATERAL ASSIGNMENT OF TRADEMARKS

This Notice of Collateral Assignment of Trademarks (this "Notice") is made as of April 11, 1995, by Woodstream Corporation, a Pennsylvania corporation (the "Grantor") and Fleet Bank of Massachusetts, N.A., a national banking association, as Agent for the Lenders party to the Credit Agreement referred to below (the "Agent").

### RECITALS

WHEREAS, pursuant to the terms of that certain Credit Agreement dated as of April 11, 1995, by and among Ekco Group, Inc., Ekco Housewares, Inc., Frem Corporation, the Agent and the Lenders party thereto (as amended and in effect from time to time, the "Credit Agreement"), the Agent and the Lenders have agreed to make certain loans to the Borrowers (as defined in the Credit Agreement); and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit Agreement and to make such loans, the Grantor has executed that certain Guaranty Agreement dated as of April 11, 1995 (as amended and in effect from time to time, the "Guaranty"); and

WHEREAS, the Grantor and the Agent have entered into that certain Security Agreement dated as of April 11, 1995 (as amended and in effect from time to time, the "Security Agreement"), pursuant to which the Grantor, in order to secure the payment and performance of the Lender Obligations (as defined in the Credit Agreement) and the obligations of the Grantor under the Guaranty, has granted the Agent a security interest in all the Grantor's personal property, fixtures and rights of every kind and nature, whether now owned or hereafter acquired or arising, and all products and proceeds thereof, including but not limited to the Trademark Collateral (as defined in Section 1 below); and

WHEREAS, the Grantor is the owner of the trademarks, trademark registrations, service marks, service mark registrations, tradenames, and trademark and service mark applications set forth on Schedule A attached hereto, which trademarks and service marks have been issued by, and which trademark and service mark applications have been filed with, the United States Office of Patents and Trademarks, and all of which is included in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Grantor has assigned to the Agent for collateral purposes and has granted to the Agent a security interest in, among other things, all of the following (collectively, the "Trademark Collateral"): All trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications, including, without limitation, the trademarks, service marks, tradenames and applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals

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thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d), and (f) all other proceeds of the foregoing, all in accordance with the terms and conditions of the Security Agreement.


2. The Grantor agrees that it will not sell or offer to sell or otherwise transfer the Trademark Collateral or any interest therein, or grant any rights or interests thereto or therein, except as permitted under the Security Agreement and the Credit Agreement, and except for licenses of the Trademark Collateral granted in the ordinary course of business.

3. The Grantor and the Agent hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment of and security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

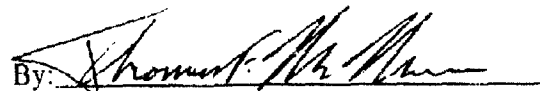
4. This instrument is made pursuant to the Security Agreement. The Grantor hereby expressly authorizes the Agent to record this instrument in the United States Office Patents and Trademarks, as well as in any other federal or state office in which any of the Grantor's rights or interests comprising or connected with the Patent Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

IN WITNESS WHEREOF, each of the Grantor and the Agent has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer, as of the 11th day of April, 1995.

WOODSTREAM CORPORATION

By:   
Name: Neil R. Gordon  
Title: Treasurer

FLEET BANK OF MASSACHUSETTS,  
N.A.

By:   
Name: Thomas F. McNamara  
Title: Vice President

STATE OF NEW HAMPSHIRE )  
 )  
COUNTY OF HILLSBOROUGH ) ss.

On this 27<sup>th</sup> day of June, 1995, before me personally appeared Neil R. Gordon, to me known, who, being by me duly sworn, declared that he is the Treasurer of Woodstream Corporation, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

Elaine D. MacDougall  
Notary Public

My commission expires: June 10, 1997

COMMONWEALTH OF )  
MASSACHUSETTS ) ss.  
COUNTY OF SUFFOLK )

On this 27<sup>th</sup> day of June, 1995, before me personally appeared Thomas F. McNamara, to me known, who, being by me duly sworn, declared that he is a Vice President of Fleet Bank of Massachusetts N.A., the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

Thomas F. McNamara  
Notary Public

My commission expires: 8-30-96