

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodstream Corporation		02/11/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	311 South Wacker Drive, Ste 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	76521272	THE TWIST	
Serial Number:	76578638	WOODSTREAM	
Registration Number:	2752186	EVENSEED	
Registration Number:	2755428	CONCERN	
Registration Number:	1350349	PEST CHASER	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$140.00 76521272

Signature:	/pja/
Date:	02/22/2005
Total Attachments: 7 source=322067#page1.tif source=322067#page2.tif source=322067#page3.tif source=322067#page4.tif source=322067#page5.tif source=322067#page6.tif source=322067#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

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

3. Nature of conveyance:

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

Execution Date: 02/11/2005

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, as Agent
Internal
Address: Suite 4400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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) 76/521,272;
76/578,638

B. Trademark Registration No.(s) 2,752,186;
2,755,428; 1,350,349

Additional number(s) attached Yes No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson
Name of Person Signing

Penelope S. Johnson
Signature

02/11/2005

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2005, is by **WOODSTREAM CORPORATION**, a Pennsylvania corporation (the “**Grantor**”) in favor of **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the “**Grantee**”) for the benefit of Grantee and Lenders (as such term is 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 Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among WS Acquisition Corp., a Pennsylvania corporation (“**Borrower**”), Grantee, 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 financial institutions from time to time parties thereto as lenders (the “**Lenders**”), providing for extensions of credit and other financial accommodations to be made to Borrower by the Lenders; and

C. As a direct 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 June 10, 2003 (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 Grantee 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: 
Name: Peter W. Klein
Title: Vice President

U.S. REGISTERED TRADEMARKS

Reg. No.	Mark	Owner
2,752,186	CONCERN	Woodstream
2,755,428	EVENSEED	Woodstream
1350349	PEST CHASER	Woodstream

FOREIGN REGISTERED TRADEMARKS

Reg. No.	Country	Mark	Owner
01133023	Taiwan	MOSQUITO MAGNET	Woodstream

U.S. TRADEMARK APPLICATIONS

Serial No.	Mark	Owner
76/521,272	THE TWIST	Woodstream
76/578,638	WOODSTREAM	Woodstream
(pending)	POISON-FREE	Woodstream
(pending)	GARDEN RADIANCE	Woodstream
(pending)	THE METAL TWIST	Woodstream
(pending)	THE SQUIRREL PROOF TWIST	Woodstream
(pending)	GARDEN DEFENSE	Woodstream

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSE AGREEMENTS

- 1) Purchase Agreement, dated as of January 1, 2004, by and between Bunzi Extrusion, as seller and Woodstream, as purchaser, regarding purchase of Twist tube bird feeder tubes.
- 2) Purchase Agreement, dated as of March 1, 2004, by and between Dow AgroSciences LLC, as seller and Woodstream, as purchaser, regarding purchase of spinosad fire ant bait.
- 3) Supply Agreement, dated as of September 15, 2003, by and between Liphatech, Inc. and Woodstream, as purchaser, for subregistration and purchase of bromadiolone rodenticide.
- 4) Exclusive Supply Agreement, dated as of October 17, 2003, by and between McLaughlin Gormely King Co. and Woodstream, as purchaser, regarding purchase of organic pyrethrum insecticide.
- 5) Purchase Agreement, dated as of September 25, 2003, by and between Montgomery Enterprises, Inc. and Woodstream, as purchaser, regarding the purchase of fly and yellow jacket bait attractants.
- 6) Purchase and License Agreement, dated as of June 10, 2004, by and between Passion-Krafts, Intl., as licensor, and Woodstream, as licensee, regarding licensing of certain patents and know-how and the purchase of a Critter Ridder animal repellent.
- 7) Exclusive Supply Agreement, dated as of June 30, 2004, by and between Petro Packing Company, Inc. and Woodstream, as purchaser, regarding the purchase of Iced tube bird feeder tubing.
- 8) License Agreement, dated as of July 28, 2004, by and between Ultra Grow - Colin Young and Woodstream, as licensee, regarding the licensing of certain patents and know how relating to slug and snail baits based upon Iron EDTA.
- 9) License Agreement, dated as of May, 28, 2003, by and between W. Neudorff GmbH KG, as licensor, and Woodstream, as licensee, regarding the licensing of certain patents and know-how relating to pesticides.
- 10) Purchase Agreement, dated as of October 29, 2003, by and between Insight, as licensor, and Woodstream, as licensee, for license of information system software.
- 11) Purchase Agreement, dated as of November 1, 2003 by and between Ontuet Web and Woodstream regarding use of web hosting software for UCCNet.