

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
Fi-Shock, Inc.		02/11/2005	CORPORATION: TENNESSEE
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	
Registration Number:	2897101	POND GUARDIAN	
Registration Number:	1650644	CARPENTERS' CHOICE	
Registration Number:	1260835	FIDO-SHOCK	
Registration Number:	898644	FLOCK SHOCK	
Registration Number:	908476	SURE SHOCK	
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 2897101

Signature:

/pja/

Date:

02/22/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2005, is by **FI-SHOCK, INC.**, a Tennessee 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 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 June 10, 2003, to which Grantor has become a party by its execution of a joinder thereto as of the date hereof (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.

FI-SHOCK, INC.,
a Tennessee corporation

By: 

Name: Peter W. Klein

Title: Vice President

U.S. REGISTERED TRADEMARKS

Reg. No.	Mark	Owner
2,897,101	POND GUARDIAN	Fi-Shock, Inc.
1650644	CARPENTER'S CHOICE	Fi-Shock, Inc.
1260835	FIDO-SHOCK	Fi-Shock, Inc.
898644	FLOCK SHOCK (Stylized)	Fi-Shock, Inc.
908,476	SURE SHOCK (and Design	Fi-Shock, Inc.

FOREIGN REGISTERED TRADEMARKS

None.

US TRADEMARK APPLICATIONS

None.

FOREIGN APPLICATIONS

None.

LICENSE AGREEMENTS

None.

Other*

***POND WAND SYSTEM
2 WIRE FENCE SPACER
2 WIRE FENCE INSULATOR
SC-940 INSULATOR
ELECTRIC FENCE ENERGIZER - Design***

*The Company has not filed a trademark application or a patent application, as the case may be, with respect to these but uses them in its business.