

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
Safer, Inc.		02/11/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Allied Capital Corporation
Street Address:	1919 Pennsylvania Avenue, NW, Third Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1044573	OXYGEN-PLUS
Registration Number:	1258224	BIOACTIVATOR
Registration Number:	1445809	RINGER
Registration Number:	1534947	SAFER
Registration Number:	1543149	WINTERSTORE
Registration Number:	1560449	CONCERN
Registration Number:	1681698	RESTORE
Registration Number:	1752093	RINGER
Registration Number:	1873544	DEER-OFF
Registration Number:	1883231	VITALIZE
Registration Number:	1892867	FROM THE EARTH - FOR THE EARTH
Registration Number:	1932702	NECESSARY ORGANICS
Registration Number:	1947624	MAGIC START
Registration Number:	1950190	CONCERN

OP \$1265.00 1044573

Registration Number:	1955365	MAGIC PATCH
Registration Number:	1989374	
Registration Number:	2029339	GET AWAY
Registration Number:	2098198	SLUG STOP
Registration Number:	2105360	KFEEDERS
Registration Number:	2164457	WEED-AWAY
Registration Number:	2172661	FOREST COLLECTION
Registration Number:	2220502	NUBARK
Registration Number:	2225987	MOSQUITO PATROL
Registration Number:	2225992	HOME PATROL
Registration Number:	2236673	DEER AWAY
Registration Number:	2240186	
Registration Number:	2288462	ULTIMATE FEEDER
Registration Number:	2291643	ROSE STICK
Registration Number:	2552028	BULB GUARD
Registration Number:	2658254	CONCERN CITRUS HOME PEST CONTROL
Registration Number:	2662987	CONCERN PESTICIDAL SPRAY OIL
Registration Number:	2674701	WEED PREVENTION PLUS
Registration Number:	2677931	THE PIT
Registration Number:	2700224	DEER-OFF
Registration Number:	2703733	CONCERN COPPER SOAP FUNGICIDE
Serial Number:	76401512	NECESSARY ORGANICS
Serial Number:	76399798	NECESSARY ORGANICS
Serial Number:	76401550	THE PANTRY PEST
Serial Number:	76432913	DEER-OFF PROFESSIONAL
Serial Number:	76432914	DEER AWAY PROFESSIONAL
Serial Number:	76437050	CRITTER RIDDER
Registration Number:	0767800	WEEDAWAY
Registration Number:	1243034	GRASS PATCH
Registration Number:	1411030	ATTACK
Registration Number:	1508698	SAFER
Registration Number:	1764000	BIONEEM
Registration Number:	1805762	FLY SCOOP
Registration Number:	2283706	QUALITY NEVER LOOKED SO GOOD
Registration Number:	2322256	K FEEDER QUALITY...IT'S NOT JUST FOR THE BIRDS

TRADEMARK

REEL: 003054 FRAME: 0836

Registration Number:

2634467

CONCERN FAST ACTING WEED KILLER

CORRESPONDENCE DATA

Fax Number: (202)223-2085

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-861-3900

Email: dctrademarks@dlapiper.com

Correspondent Name: Thomas E. Zutic, Esq. - DLA PIPER et al

Address Line 1: 1200 Nineteenth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

NAME OF SUBMITTER:

Thomas E. Zutic, Esq.

Signature:

/Thomas E. Zutic/

Date:

03/29/2005

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February W, 2005, is between SAFER, INC., a Delaware corporation (the “Grantor”) and ALLIED CAPITAL CORPORATION, a Maryland corporation (together with its successors and assigns, the “Grantee”).

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 Second Lien Note Loan Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among BMP/Woodstream Holdings, Inc., a Delaware corporation, WS Acquisition Corp., a Pennsylvania corporation (“Borrower”), and Grantee, pursuant to which Grantee has loaned the aggregate principal sum of \$10,300,000 to Borrower in exchange for the Second Lien Notes (as defined therein); and

C. As an indirect subsidiary of the Borrower, Grantor will receive substantial direct and indirect benefits from the loan 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 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

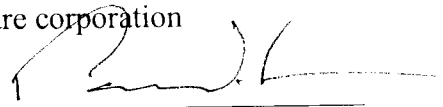
by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule A annexed hereto, the Trademark registrations issued with respect to the 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.

SAFER, INC.,
a Delaware corporation

By: 
Name: Peter W. Klein
Name: Vice President

Acknowledged:

ALLIED CAPITAL CORPORATION,
a Maryland corporation

By: _____
Name: _____
Title: _____

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.

SAFER, INC.,
a Delaware corporation

By: _____
Name: Peter W. Klein
Title: Vice President

Acknowledged:

ALLIED CAPITAL CORPORATION,
a Maryland corporation

By: *Pat CC*
Name: *Barton Cummings*
Title: *Principal*

U.S. REGISTERED TRADEMARKS

Reg. No.	Mark	Owner
1,044,573	OXYGEN-PLUS	Safer
1,258,224	BIOACTIVATOR	Safer
1,445,809	RINGER	Safer
1,534,947	SAFER	Safer
1,543,149	WINTERSTORE	Safer
1,560,449	CONCERN	Safer
1,681,698	RESTORE	Safer
1,752,093	RINGER	Safer
1,873,544	DEER-OFF	Safer
1,883,231	VITALIZE	Safer
1,892,867	FROM THE EARTH-FOR THE EARTH	Safer
1,932,702	NECESSARY ORGANICS	Safer
1,947,624	MAGIC START	Safer
1,950,190	CONCERN	Safer
1,955,365	MAGIC PATCH	Safer
1,989,374	Misc. design (Bird feeder w/3 feeding tubes)	Safer
2,029,339	GET AWAY	Safer
2,098,198	SLUG STOP	Safer
2,105,360	KFEEDERS (stylized)	Safer
2,164,457	WEED-AWAY	Safer
2,172,661	Forest Collection design	Safer
2,220,502	NUBARK	Safer
2,225,987	MOSQUITO PATROL	Safer
2,225,992	HOME PATROL	Safer
2,236,673	DEER AWAY	Safer
2,240,186	Misc. design (Bird feeder with cylindrical feeding tube)	Safer

2,288,462	ULTIMATE FEEDER	Safer
2,291,643	ROSE STICK	Safer
2,552,028	BULB GUARD	Safer
2,658,254	CONCERN CITRUS HOME PEST CONTROL	Safer
2,662,987	CONCERN PESTICIDAL SPRAY OIL	Safer
2,674,701	WEED PREVENTION PLUS	Safer
2,677,931	THE PIT	Safer
2,700,224	DEER-OFF	Safer
2,703,733	CONCERN COPPER SOAP FUNGICIDE	Safer

FOREIGN REGISTERED TRADEMARKS

428,404	Canada	ATTACK	Safer
543,892	Canada	BLOCKER	Safer
454,729	Canada	CRITTER RIDDER	Safer
433,490	Canada	DEFLECTEUR	Safer
442,091	Canada	DEFLECTOR	Safer
576,580	Canada	END ALL	Safer
454,378	Canada	FICHE LE CAMP	Safer
346,549	Canada	FOREVERGREEN	Safer
353,690	Canada	INSECTIGONE	Safer
472,860	Canada	OXYGEN-PLUS	Safer
386,010	Canada	SAFER	Safer
286,022	Canada	SAFER'S DE-MOSS (& Design)	Safer
280,194	Canada	SAFER'S (& design)	Safer
241,369	Canada	SAFER'S INSECTICIDAL SOAP	Safer
399,804	Canada	THE BUG STOPS HERE. NATURALLY.	Safer
397,427	Canada	TOPGUN	Safer

358,663	Canada	TROUNCE	Safer
1,088,086	Canada	END ALL	Safer

U.S. TRADEMARK APPLICATIONS

Serial No.	Mark	Owner
76/401,512	NECESSARY ORGANICS (Design)	Safer
76/399,798 (Intent-to-use application)	NECESSARY ORGANICS (Logo)	Safer
76/401,550	THE PANTRY PEST	Safer
76/432,913 (Intent-to-use application)	DEER-OFF PROFESSIONAL	Safer
76/432,914 (Intent-to-use application)	DEER-AWAY PROFESSIONAL	Safer
76/437,050 (Intent-to-use application)	CRITTER RIDDER	Safer

U.S. REGISTERED TRADEMARKS*

Reg. No.	Mark	Owner
767,800	WEEDAWAY	Safer
1,243,034	GRASS PATCH	Safer
1,411,030	ATTACK	Safer
1,508,698	SAFER	Safer
1,764,000	BIONEEM	Safer
1,805,762	FLY SCOOP	Safer

* Trademark search results indicated possible chain of title discrepancies in USPTO database with respect to these trademarks. All such discrepancies effect non-material intellectual property or to the extent that such discrepancies effect material intellectual property, such discrepancies are not material.

2,283,706	QUALITY NEVER LOOKED SO GOOD	Safer
2,322,256	K FEEDER QUALITY.. IT'S NOT JUST FOR THE BIRDS	Safer
2,634,467	CONCERN FAST ACTING WEED KILLER	Safer

1. Cross License Agreement, dated as of November 2000, by and among Woodstream, New Safer, Verdant, Safer, and Safer, Ltd.
2. Exclusive Distribution and License Agreement, dated as of February 2001, by and among Safer, Woodstream Canada and Woodstream for use of trademarks by Woodstream Canada on packaging of products to be distributed in Canada.