

**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:	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: 60**

Property Type	Number	Word Mark
Registration Number:	0536692	TRUMP
Registration Number:	0538002	HOLD FAST
Registration Number:	0554714	EASY SET
Registration Number:	0622813	HAVAHART
Registration Number:	0912122	VICTOR
Registration Number:	1026787	V
Registration Number:	1183815	HYDE
Registration Number:	1214686	HAVAHART
Registration Number:	1253638	VICTOR
Registration Number:	1283390	FLY-IN SAUCER
Registration Number:	1283393	VICTOR
Registration Number:	1332832	HAVAHART
Registration Number:	1491174	BEACON
Registration Number:	1987184	VICTOR

OP \$1515.00 0536692

Registration Number:	1992084	ROACH MAGNET
Registration Number:	1994162	ROACH MAGNET
Registration Number:	2074260	MAGNET
Registration Number:	2083888	MORE THAN A DOG HOME
Registration Number:	2109287	LITTER RIDDER
Registration Number:	2120606	HAVAHART LITTER RIDDER
Registration Number:	2259766	THRIFTY BUT NIFTY
Registration Number:	2265242	KNOCKDOWN
Registration Number:	2290040	VICTOR POISON-FREE
Registration Number:	2303045	POISON-FREE
Registration Number:	2330331	HAVAHART
Registration Number:	2367233	SONIC BARRIER
Registration Number:	2392863	HAVAHART SONIC BARRIER
Registration Number:	2425890	HAVAHART
Registration Number:	2433595	MOSQUITO MAGNET
Registration Number:	2442643	
Registration Number:	2455129	MOSQUITO MAGNET
Registration Number:	2461028	FLY MAGNET
Registration Number:	2494915	HAVAHART
Registration Number:	2588707	HAVAHART
Registration Number:	2588744	HAVAHART
Registration Number:	2636835	POLY CAT
Registration Number:	2670644	SQUIRREL BARRIER SYSTEM
Registration Number:	2680894	SQUIRREL DILEMMA
Registration Number:	2683421	
Registration Number:	2715689	V
Registration Number:	2752186	EVENSEED
Registration Number:	2755428	CONCERN
Registration Number:	1350349	PEST CHASER
Registration Number:	0065538	VICTOR
Registration Number:	0076332	V
Registration Number:	1073191	TIN CAT
Serial Number:	76399789	CARING CONTROL FOR PETS AND WILDLIFE
Serial Number:	76399796	CARING CONTROL FOR PETS AND WILDLIFE
Serial Number:	76399899	HAVAHART

Serial Number:	76399794	HAVAHART
Serial Number:	76436247	EASY FEEDER
Serial Number:	76521272	THE TWIST
Serial Number:	76578638	WOODSTREAM
Registration Number:	2896885	POISON-FREE
Registration Number:	2896736	POISON-FREE
Registration Number:	2778793	POISON-FREE
Registration Number:	2781264	VICTOR POISON-FREE
Serial Number:	76568465	GARDEN RADIANCE
Serial Number:	76569007	THE METAL TWIST
Serial Number:	76569006	THE SQUIRREL PROOF TWIST

**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: 10  
source=Woodstream#page1.tif  
source=Woodstream#page2.tif  
source=Woodstream#page3.tif  
source=Woodstream#page4.tif  
source=Woodstream#page5.tif  
source=Woodstream#page6.tif  
source=Woodstream#page7.tif  
source=Woodstream#page8.tif  
source=Woodstream#page9.tif  
source=Woodstream#page10.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2005, is between **WOODSTREAM CORPORATION**, a Pennsylvania 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

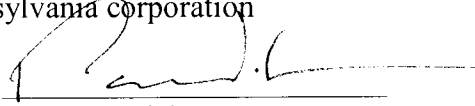
by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule A annexed hereto, the Trademark registrations issued with respect to the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

**WOODSTREAM CORPORATION,**  
a Pennsylvania corporation

By:   
Name: Peter W. Klein  
Title: 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.

**WOODSTREAM CORPORATION,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name: Peter W. Klein  
Title: Vice President

Acknowledged:

**ALLIED CAPITAL CORPORATION,**  
a Maryland corporation

By: BACB  
Name: Benton Cummings  
Title: Principal

## U.S. REGISTERED TRADEMARKS

Reg. No.	Mark	Owner
536,692	TRUMP (stylized)	Woodstream
538,002	HOLD FAST	Woodstream
554,714	EASY SET (stylized)	Woodstream
622,813	HAVAHART	Woodstream
912,122	VICTOR	Woodstream
1,026,787	V (& design)	Woodstream
1,183,815	HYDE	Woodstream
1,214,686	HAVAHART (& design)	Woodstream
1,253,638	VICTOR (& design)	Woodstream
1,283,390	FLY-IN SAUCER	Woodstream
1,283,393	VICTOR (& design)	Woodstream
1,332,832	HAVAHART	Woodstream
1,491,174	BEACON (& design)	Woodstream
1,987,184	VICTOR	Woodstream
1,992,084	ROACH MAGNET	Woodstream
1,994,162	ROACH MAGNET (Stylized)	Woodstream
2,074,260	MAGNET	Woodstream
2,083,888	MORE THAN A DOG HOME	Woodstream
2,109,287	LITTER RIDDER	Woodstream
2,120,606	HAVAHART LITTER RIDDER	Woodstream
2,259,766	THRIFTY BUT NIFTY	Woodstream
2,265,242	KNOCKDOWN	Woodstream
2,290,040	VICTOR POISON-FREE	Woodstream
2,303,045 (Supp. Reg.)	POISON-FREE	Woodstream
2,330,331	HAVAHART	Woodstream
2,367,233	SONIC BARRIER	Woodstream
2,392,863	HAVAHART SONIC BARRIER	Woodstream
2,425,890	HAVAHART	Woodstream
2,433,595	MOSQUITO MAGNET	Woodstream



2,442,643	Misc. design (mosquito)	Woodstream
2,455,129	MOSQUITO MAGNET (stylized) (& design)	Woodstream
2,461,028	FLY MAGNET	Woodstream
2,494,915	HAVAHART	Woodstream
2,588,707	HAVAHART	Woodstream
2,588,744	HAVAHART	Woodstream
2,636,835	POLY CAT	Woodstream
2,670,644 (Supp. Reg.)	SQUIRREL BARRIER SYSTEM	Woodstream
2,680,894	SQUIRREL DILEMMA	Woodstream
2,683,421	Bird design	Woodstream
2,715,689	V (stylized)	Woodstream
2,752,186	CONCERN	Woodstream
2,755,428	EVENSEED	Woodstream
1350349	PEST CHASER	Woodstream

### U.S. REGISTERED TRADEMARKS\*

65,538	VICTOR (stylized)	Woodstream
76,332	V (stylized)	Woodstream
1,073,191	TIN CAT	Woodstream

### FOREIGN REGISTERED TRADEMARKS

Reg. No.	Country	Mark	Owner
182,327	Canada	HAVAHART	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

\* 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.

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
01133023	Taiwan	MOSQUITO MAGNET	Woodstream

### U.S. TRADEMARK APPLICATIONS

Serial No.	Mark	Owner
76/399,789	CARING CONTROL FOR PETS AND WILDLIFE	Woodstream
76/399,796 (Intent-to-use application)	CARING CONTROL FOR PETS AND WILDLIFE	Woodstream
76/399,899	HAVAHART (& design)	Woodstream
76/399,794 (Intent-to-use application)	HAVAHART (& design)	Woodstream
76/436,247	EASY FEEDER	Woodstream
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

Serial No.	Country	Mark	Owner
3,993,167	China	MOSQUITO MAGNET	Woodstream
2,309,694	United Kingdom	POISON-FREE	Woodstream

## LICENSE AGREEMENTS

- 1.. Purchase and License Agreement, dated as of April 23, 2002, by and among Passion-Krafts, Theodore Davidson and Woodstream, as licensee.
2. ORC License Agreement, dated as of December 7, 1994, by and among Regensis Bioremediation Products and Plant Research Laboratories, as licensors, and Woodstream, as successor in interest to Ringer Corporation, as licensee.
3. Agreement, dated as of May 21, 1996, by and between NuPo, Inc. ("NuPo") and Woodstream, as licensee, for license to use all intellectual property rights owned by NuPo concerning or relating to "The Ultimate Flea Trap"<sup>TM</sup>.
4. Distribution and License Agreement, dated as of May 31, 1996, and amended on November 25, 1996 and February 7, 2003, by and between Garlic Research Labs and Woodstream, as licensee, for license to use "Mosquito Barrier" mark.
5. Sole Technology License and Trademark Assignment Agreement, dated as of March 1, 1999, by and between Keith Betzen (d/b/a Zapadeer) and Woodstream, as licensee.
6. License Agreement, dated as of September 1, 2000, by and between W. Neudorff GmbH KG and Woodstream, as successor by assignment to Safer Ltd., concerning Vegetable and Pyrethrum Oil Insecticide, Pyrol, Concentrate and RTU.
7. Technology License, dated as of February 1, 2001, by and between Jeffrey K. Brown ("Brown") and Woodstream, as licensee, for license to use certain intellectual property rights concerning electronic attracting, capturing and/or killing of insects (particularly flies). By letter, dated November 25, 2002, Nacon Technologies, Inc. ("Nacon") informed Woodstream that Brown had assigned the License Agreement to Nacon.
8. Trademark License Agreement by and among Woodstream, as licensee, Doskocil Manufacturing Company, Inc. and Reliance Products Limited Partnership.
9. Exclusive License Agreement by and between Goran Hansson and Woodstream, as licensee, for license to make, use and sell Quick Kill Mouse Trap under Hansson patent and use of the term "TexMark".
10. Manufacturing and Supply Agreement, dated as of November 17, 2000, by and between CONSEP and Woodstream.
11. Private Label Supply and Confidentiality Agreement, dated as of October 12, 2001, by and between Silvandersons Sweden AB and Woodstream for pest control products.

12. Agreement by and between Cornell Laboratory of Ornithology and Woodstream, as successor in interest to Hyde's Bird Feeder, Inc., for the use of the Cornell Lab logo and its expertise in developing, printing, and marketing a bird identification wheel.
13. Royalty Agreement, dated as of March 25, 2000, by and between Larry McQueen and Woodstream, as successor to Hyde's Bird Feeder, Inc., for the purchase of McQueen's drawings of common bird feeder birds of North America for use on the bird identification wheel.
14. Sales Agreement, by and between Mark W. Schenck and The Birding Company, under which Woodstream, as successor to Hyde's Bird Feeder, Inc., agrees to pay Schenck a continuing royalty for the "Butterfly Feeder" designs, effective as of July 12, 1995.
15. 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.
16. 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.
17. Supply Agreement, dated as of September 15, 2003, by and between Liphatech, Inc. and Woodstream, as purchaser, for subregistration and purchase of bromadiolone rodenticide.
18. 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.
19. 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.
20. 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.