

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Perky-Pet Products Co.		08/19/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Antares Capital Corporation, as Agent
<b>Street Address:</b>	311 South Wacker Drive
<b>Internal Address:</b>	Suite 4400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Registration Number:	2149706	ANTI HOUSE FINCH
Registration Number:	2398323	BIRD POST
Registration Number:	2744731	BIRDSCAPES
Registration Number:	2646488	BRINGING BEAUTY AND GRACE TO THE GARDEN
Registration Number:	2940337	BRINGING BEAUTY AND GRACE TO THE GARDEN
Registration Number:	2103648	GEMSTONE
Registration Number:	1891930	HANG-IT-ALL
Registration Number:	2206964	HOOK IT ALL
Registration Number:	1770102	IRON SILO
Registration Number:	1975101	IRON SUET
Registration Number:	214402	
Registration Number:	2022287	NATURE'S GYM SET
Registration Number:	2112488	NATURE'S PICNIC

CH \$1165.00 2149706

Registration Number:	716017	ODORETTES
Registration Number:	1642105	PERKY-PET BRAND
Registration Number:	1648283	PET PERKS
Registration Number:	2629311	SONGTREE
Registration Number:	1842988	SOUTH HILL
Registration Number:	2025741	SUET JR.
Registration Number:	2422472	SURE-LOCK
Registration Number:	2669314	THE PRESERVE
Registration Number:	2066815	UPSIDE DOWN
Registration Number:	1895150	YOUR ONE SOURCE
Registration Number:	2902454	ULTOMATO
Registration Number:	2884556	COLIBRI
Registration Number:	2933869	NATURE'S DESIGNS FOR ATTRACTING BIRDS
Registration Number:	2957923	POPUPPOND
Serial Number:	75084934	ANTI HOUSE FINCH
Serial Number:	78259534	ARTSCAPES
Serial Number:	76975488	BIRDSCAPES
Serial Number:	76251014	BIRDSCAPES
Serial Number:	75231584	BRING NATURE HOME
Serial Number:	76151421	BRINGING BEAUTY AND GRACE TO THE GARDEN
Serial Number:	75982692	BRINGING BEAUTY AND GRACE TO THE GARDEN
Serial Number:	75859234	COLIBRI
Serial Number:	78111279	CRYSTAL BLOSSOM
Serial Number:	78259536	GARDENER'S BLUE RIBBON
Serial Number:	75232406	LEASH KEEPER
Serial Number:	76258176	NATURE'S DESIGNS FOR ATTRACTING BIRDS
Serial Number:	78259538	OUTDOOR SEASONS
Serial Number:	75182087	SILO JR.
Serial Number:	76251007	SONGTREE
Serial Number:	76250740	SQUIRREL-BE-GONE
Serial Number:	78259453	MEDIA MANAGER
Serial Number:	78259537	ULTOMATO
Serial Number:	78415716	PERKY-PET

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 003159 FRAME: 0100**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: pagodoa@federalresearch.com  
Correspondent Name: CBCInnovis 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
Signature:	/pja/
Date:	09/13/2005

Total Attachments: 12  
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**SCHEDULE A**  
to Trademark Security Agreement (Perky Pet)

**U.S. REGISTERED TRADEMARKS**

Reg. No.	Mark	Owner
2,149,706	ANTI-HOUSE FINCH	Perky-Pet
2,398,323	BIRD POST	Guy L. Krueger <sup>1</sup>
2,744,731	BIRDSCAPES	Perky-Pet
2,646,488	BRINGING BEAUTY AND GRACE TO THE GARDEN	Perky-Pet
2,940,337	BRINGING BEAUTY AND GRACE TO THE GARDEN (parent)	Perky-Pet
2,103,648	GEMSTONE	Perky-Pet
1,891,930	HANG-IT-ALL	Perky-Pet
2,206,964	HOOK IT ALL	Perky-Pet
1,770,102	IRON SILO	Perky-Pet
1,975,101	IRON SUET	Perky-Pet
214402	LEASH KEEPER	Perky-Pet
2,022,287 (Dead)	NATURE'S GYM SET	Perky-Pet
2,112,488	NATURE'S PICNIC	Perky-Pet
716,017 (Dead)	ODORETTES	Perky-Pet
1,642,105	PERKY-PET BRAND	Perky-Pet
1,648,283 (Dead)	PET PERKS	Perky-Pet
2,629,311	SONGTREE	Perky-Pet
1,842,988 (Dead)	SOUTH HILL	Perky-Pet
2,025,741 (Dead)	SUET JR.	Perky-Pet

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<sup>1</sup> Colibri has indicated that this trademark was never used by it or its subsidiaries. Purchased by Perky-Pet pursuant to an Asset Purchase and Sale Agreement, dated March 19, 2001, between Guy L. Krueger and Perky-Pet.

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Perky-Pet Products Co.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State DE

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

2. Name and address of receiving party(ies)

Antares Capital Corporation

Internal Address: \_\_\_\_\_  
Street Address : 311 South Wacker Drive, Suite 4400  
City: Chicago State: IL Zip: 60606

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

If assignee is not domiciled in the United States, a 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: August 19, 2005

4. Application number(s) or trademark

A. Trademark Application No.(s)  
See Schedule A Attached Hereto

B. Trademark Registration  
See Schedule A Attached Hereto

Additional numbers attached? Yes

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

Name: Terese M. Scholl

Internal Address: Katten, Muchin Rosenman LLP

Street Address: 525 West Monroe, Suite 1900

City: Chicago State IL ZIP 60661

6. Total number of applications and registrations 61

7. Total fee (37 CFR 3.41)..... \$ 1,540.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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 of the original document.*

Terese M. Scholl  
Name of Person

*Terese M. Scholl*  
Signature

September 8, 2005  
Date

Total number of pages including cover sheet, attachments, and 12

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

2,422,472	SURE-LOCK	Perky-Pet
2,669,314	THE PRESERVE	Perky-Pet
2,066,815	UPSIDE DOWN	Perky-Pet
1,895,150	YOUR ONE SOURCE	Perky-Pet
2,902,454	ULTOMATO	Perky-Pet
2,884,556	COLIBRI (child)	Perky-Pet
2,933,869	NATURE'S DESIGNS FOR ATTRACTING BIRDS (child)	Perky-Pet
2,957,923	POPUPPONDS	Perky-Pet
Unregistered (Common law trademark)	BIRCH HOUSE	Perky-Pet
Not listed with USPTO	BIRD DRINKER CONCEPT (BIRD QUENCHER)	Perky-Pet
Unregistered (Common law trademark)	CHEW-PROOF	Perky-Pet
Unregistered (Common law trademark)	DOUBLE POUNDER	Perky-Pet
Unregistered (Common law trademark)	HANGING BIRCH	Perky-Pet
Unregistered (Common law trademark)	HANGING BIRCH THREE IN ONE	Perky-Pet
Unregistered (Common law trademark)	MINI BIRCH	Perky-Pet
Unregistered (Common law trademark)	POLYBIRCH	Perky-Pet
Unregistered (Common law trademark)	POUNDER	Perky-Pet
Not listed with USPTO	SQUIRREL BEATER	Perky-Pet
Unregistered (Common law trademark)	STACKER	Perky-Pet

**FOREIGN REGISTERED TRADEMARKS**

<b>Reg. No.</b>	<b>Country</b>	<b>Mark</b>	<b>Owner</b>
1,007,933	Australia	SIP & SEED	Perky-Pet.

4878631	Japan	SIP & SEED	Perky-Pet
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### US TRADEMARK APPLICATIONS

Serial No.	Mark	Owner
75/084,934	ANTI-HOUSE FINCH	Perky-Pet
78259534	ARTSCAPES	Perky-Pet
76975488	BIRDSCAPES	Perky-Pet
76251014	BIRDSCAPES	Perky-Pet
75/231,584 (Dead)	BRING NATURE HOME	Perky-Pet
76151421	BRINGING BEAUTY TO GRACE TO THE GARDEN	Perky-Pet
75982692	BRINGING BEAUTY TO GRACE TO THE GARDEN	Perky-Pet
75859234	COLIBRI	Perky-Pet
78111279 (Dead)	CRYSTAL BLOSSOM	Perky-Pet
78259536	GARDENER'S BLUE RIBBON	Perky-Pet
75/232,406	LEASH KEEPER	Perky-Pet
76258176	NATURE'S DESIGNS FOR ATTRACTING BIRDS	Perky-Pet
78259538	OUTDOOR SEASONS	Perky-Pet
75/182,087 (Dead)	SILO JR.	Perky-Pet
76251007	SONGTREE	Perky-Pet
76250740	SQUIRREL-BE-GONE	Perky-Pet
78259543	TOMATO CRADLE	Perky-Pet
78259537	ULTOMATO	Perky-Pet
Not filed yet	HOUR GLASS (trade-dress application)	N/A
Not filed yet	FLOWER (trade-dress application)	N/A
Not filed yet	OUTDOOR SEASONS (design)	N/A

Not filed yet	RIM ROUNDER	N/A
78/415,716	PERKY-PET	Perky-Pet

**FOREIGN APPLICATIONS**

<b>Reg. No.</b>	<b>Country</b>	<b>Mark</b>	<b>Owner</b>
1,235,885	Canada	PERKY-PET	Perky-Pet
4,100,897	Europe	PERKY-PET	Perky-Pet
691,092	Mexico	PERKY-PET	Perky-Pet.
1,221,427	Canada	SIP & SEED	Perky-Pet
3972908	Europe	SIP & SEED	Perky-Pet

**LICENSE AGREEMENTS**

None.

**OTHER**

1. Claims of infringement of the Companies' trademark rights by third parties:
  - a. See letter dated March 5, 2003 from Law Offices of Timothy J. Martin, P.C. to Gardens Alive regarding Birds Only trademark and response dated April 17, 2003 from Gardens Alive.
  - b. See letter dated April 21, 2004 from Law Offices of Timothy J. Martin, P.C. to Thomte Mazour and Niebergall LLC regarding Upside Down mark.
2. As of November 23, 2004, Perky Pet had assigned to South Hill Ventures, Inc. all of Perky Pet's rights in U.S. Patent Reg. No. 5,788,201, "Article Hangers", and to U.S. Trademark Reg. No. 1,891,930, "HANG-IT-ALL." Subsequent to such assignment, the parties realized that the patent had lapsed prior to such transfer. The parties have agreed to cancel the assignment in exchange for a payment of \$10,000 by Perky Pet to South Hill Ventures, Inc. Such payment was made by Perky Pet on August 3, 2005 to Stewart Hardison.



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2005, is by **PERKY-PET PRODUCTS CO.**, a Delaware 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 Second 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 Co-Syndication Agent, Dymas Funding Company, LLC, as Co-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, including by way of joinder, 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.

**PERKY-PET PRODUCTS CO.,**  
a Delaware corporation

By: 

Name: *PETER W. KLEIN*

Title: *VICE PRESIDENT*

**SCHEDULE A**  
to Trademark Security Agreement (Perky Pet)

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