

**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		10/20/2006	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	ANTARES CAPITAL CORPORATION, AS AGENT
Street Address:	500 W. MONROE ST.
Internal Address:	17TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1654349	OPUS
Registration Number:	1681859	OPUS
Registration Number:	1690089	OPUS
Registration Number:	1680420	TOP FLIGHT
Registration Number:	1748552	OPUS
Registration Number:	2181508	FORTRESS
Registration Number:	2232115	GARDENSONG
Registration Number:	2287267	SUNSWEPT
Registration Number:	2319189	EXPEDITIONS
Registration Number:	2319190	BYGONERA
Registration Number:	2338061	GARDEN BALLET
Registration Number:	2595582	GARDENJEWELS
Registration Number:	2932946	GARDEN COTTAGE

CH \$415.00 1654349

Registration Number:	3076653	SELECT-A-SEED
Serial Number:	76329849	COUNTRY NESTS NIDS DE CAMPAGNE
Serial Number:	78602680	NATURE'S HAND

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312)577-8416  
Email: carole.dobbins@kattenlaw.com  
Correspondent Name: Carole Dobbins c/o Katten Muchin  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00132
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	11/30/2006

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 20<sup>th</sup>, 2006, 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 Second Amended and Restated Credit Agreement dated as of August 19, 2005 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Grantor, as successor by merger to WS Acquisition Corp., 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 Grantor by the Lenders; and

C. Grantor will receive substantial direct benefits from the additional loans and other financial accommodations made to the Grantor and accordingly, pursuant to the terms of that certain 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, as successor by merger to WS Acquisition Corp., 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

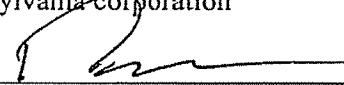
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred 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

**Acknowledged:**

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Director

**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:**

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: Michael P. King  
Director

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS**

Mark	Reg. No.	Reg. Date
OPUS & Des.	1,654,349	8/20/1991
OPUS	1,681,859	4/7/1992
OPUS	1,690,089	6/2/1992
TOP FLIGHT & Des.	1,680,420	3/24/1992
OPUS	1,748,552	1/26/1993
FORTRESS	2,181,508	8/11/1998
GARDENSONG	2,232,115	3/16/1999
SUNSWEPT	2,287,267	10/19/1999
EXPEDITIONS	2,319,189	2/15/2000
BYGONERA	2,319,190	2/15/2000
GARDEN BALLET	2,338,061	4/4/2000
GARDEN JEWELS	2,595,582	7/16/2002
GARDEN COTTAGE	2,932,946	3/15/2005
SELECT-A-SEED	3,076,653	4/4/2006

FOREIGN TRADEMARK REGISTRATIONS

**Canada:**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
OPUS	TMA423648	2/25/1994
OPUS KIDS	TMA451537	12/8/1995
COUNTRY NESTS NIDS DE CAMPAGNE	TMA551700	9/27/2001
TopFlight	TMA553785	11/14/2001
EXPEDITIONS	TMA553787	11/14/2001
FORTRESS	TMA553788	11/14/2001
SUNSWEPT	TMA553789	11/14/2001
GARDEN BALLET	TMA 560271	4/16/2002
OFF SHOOTS	TMA560287	4/17/2002
GARDEN JEWELS	TMA577234	3/11/2003
COUNTRY NESTS NIDS DE CAMPAGNE	TMA632762	2/15/2005
GARDENSONG	TMA553790	11/14/2001

**United Kingdom:**

OPUS	1461838	11/6/1992
OPUS	1461840	6/26/1992
OPUS	1461841	6/26/1992
AVANTGARDEN	2285798	5/24/2002



U.S. TRADEMARK APPLICATIONS

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
COUNTRY NESTS NIDS DE CAMPAGNE	76/329,849	10/25/2001
NATURE'S HAND	78/602,680	4/6/2005

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None