

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest in connection with Second Lien Note Loan Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodstream Corporation		01/19/2007	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: 8

Property Type	Number	Word Mark
Registration Number:	2314466	SNAKE- A-WAY
Registration Number:	2975244	DR. T'S NATURE PRODUCTS THE REPELLENT CO.
Registration Number:	2366461	DR. T'S NATURE PRODUCTS
Registration Number:	1879097	VARPEL ROPE
Registration Number:	2812786	BAT-A-WAY
Registration Number:	2814864	RAT-A-WAY
Registration Number:	2680898	NATURAL RX
Serial Number:	78928638	MOLE OUT

CORRESPONDENCE DATA	
Fax Number:	(202)223-2085
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-861-3900
Email:	dctrademarks@dlapiper.com
Correspondent Name:	Thomas E. Zutic, Esq. - DLA PIPER US LLP
Address Line 1:	1200 Nineteenth Street, NW

OP \$215.00 2314466

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

ATTORNEY DOCKET NUMBER: 17295-92

NAME OF SUBMITTER: Thomas E. Zutic, Esq.

Signature: /Thomas E. Zutic/

Date: 01/26/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2007, 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 Amended and Restated Second Lien Note Loan Agreement dated as of August 19, 2005 (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, Grantor as successor by merger to WS Acquisition Corp., and Grantee, pursuant to which Grantee has loaned the aggregate principal sum of \$17,300,000 to Grantor in exchange for the Second Lien Notes (as defined therein); and

C. Grantor will receive substantial direct benefits from the loans made to the Grantor and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement dated as of February 11, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, 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: 
Name: Brent Cummings
Title: Principal

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Title	Registration No.	Registration Date	Status
Snake-A-Way	2,314,466	2-01-2000	§8 accepted
Dr. T's Nature Products The Repellant Co. (and design)	2,975,244	7-26-2005	registered
Dr. T's Nature Products	2,366,461	7-11-2000	§8 accepted
Varpel Rope	1,879,097	2-14-1995	cancelled
Bat-A-Way	2,812,786	2-10-2004	registered
Rat-A-Way	2,814,864	2-17-2004	registered
Natural RX	2,680,898	1-28-2003	registered

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

Title	Application No.	Filing Date	Status
Mole Out	78/928,638	7-13-2006	Pending

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSE AGREEMENTS

- 1) License Agreement, dated as of August 1, 2005, between Wharton, LLC, as licensor, and the Company, as licensee.
- 2) Agreement for Purchase and Sale, dated as of September 17, 2002, between Bottomland Naturals, Inc., as seller, and the Company, as buyer.