

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		01/19/2007	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: 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: (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

CH \$215.00 2314466

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: 02/13/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2007, 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

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
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

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
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.