

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		04/20/2007	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: 10

Property Type	Number	Word Mark
Registration Number:	2572949	TAKING BACK NEIGHBORHOODS ONE YARD AT A TIME
Registration Number:	2726322	AMERICAN BIOPHYSICS
Registration Number:	2906995	LUREX
Registration Number:	2926009	
Registration Number:	2931985	LUREVAC
Registration Number:	2970610	
Registration Number:	2977189	FATAL ATTRACTION FOR MOSQUITOES
Registration Number:	3175264	LUREX3
Serial Number:	78943989	YARD SCOUT
Serial Number:	78747006	AMBIO

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2572949

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:	04/24/2007

Total Attachments: 5

source=trademark security agreement#page1.tif
source=trademark security agreement#page2.tif
source=trademark security agreement#page3.tif
source=trademark security agreement#page4.tif
source=trademark security agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 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 Exhibit A annexed hereto, and is a party to the Trademark licenses listed on Exhibit 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 Exhibit 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 Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Exhibit 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

EXHIBIT A

Registered Marks

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg.Date</u>
United States:			
	Taking Back Neighborhoods One Yard at a Time	2,572,949	5/28/2002
	American Biophysics	2,726,322	6/17/2003
	Lurex	2,906,995	11/30/2004
	Lurevac (Miscellaneous Design)	2,926,009	2/8/2005
	Lurevac (Mark)	2,931,985	3/8/2005
	Lurevac (Design)	2,970,610	7/19/2005
	Fatal Attraction for Mosquitoes	2,977,189	7/26/2005
	Lurex ³	3,175,264	11/21/2006
Australia:			
	Lurevac	1010858	4/21/2004
	Lurevac (Design)	1005544	4/21/2004
China:			
	Lurex	3269558	1/7/2004
European Union (CTM):			
	Lurevac	3796935	3/28/2005
	Lurevac (Design)	3796885	3/28/2006
Mexico:			
	Lurevac Design	839902	4/21/2004
United Kingdom:			
	Midge Magnet	2300531	5/21/2004
	Midge Magnet (word only)	2311510	12/31/2004
<u>Country</u>	<u>Mark</u>	<u>Int'l Reg. No.</u>	<u>Reg.Date</u>
Japan (Madrid Protocol):			
	Lurevac (Design)	824687	4/21/2004
	Lurevac (Mark)	827293	4/21/2004
Korea (Madrid Protocol):			
	Lurevac (Mark)	827293	2/28/2005
	Lurevac (Design)	824687	4/21/2004
So.Korea:			
	Lurevac (Design)	824687	

Pending Marks

<u>Country</u>	<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
United States:	Yard Scout	78/943,989	8/3/2006
	Ambio	78/747,006	11/4/2005
Canada:	Lurevac	1214074	4/21/2004
	Lurevac (Design)	1214072	4/21/2004
China:	American Biophysics Corp.	3269559	8/9/2002
Mexico:	Lurevac	652697	4/21/2004