

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------|--|-----------------------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Zareba Systems, Inc. | | 04/01/2010 | CORPORATION: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital Corporation, as Administrative Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 21 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3532514 | ELECTRIC SHEPHERD | |
| Registration Number: | 3080399 | ZAREBA | |
| Registration Number: | 3077388 | ZAREBA | |
| Registration Number: | 2887613 | EZEE CORRAL | |
| Registration Number: | 2669305 | HOL-DEM | |
| Registration Number: | 2860569 | ZAREBA SYSTEMS | |
| Registration Number: | 2714106 | ZAREBA | |
| Registration Number: | 2410856 | HORSE-SENSE ELECTRIC FENCE SYSTEM | |
| Registration Number: | 1933836 | ONE STOP FENCING | |
| Registration Number: | 1864211 | GARDEN PROTECTOR | |
| Registration Number: | 1842751 | PET CONTROLLER | |
| Registration Number: | 1787943 | AMERICAN FARMWORKS | |
| Registration Number: | 1196798 | SNAP.FAST | |
| Registration Number: | 1132132 | RED SNAP'R | |

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|----------------------|---------|---------------|
| Registration Number: | 0928192 | "HOT SPARK" |
| Registration Number: | 0865249 | RED SNAP'R |
| Registration Number: | 0786329 | BLITZER |
| Registration Number: | 0738971 | BULLDOZER |
| Registration Number: | 0533000 | INTERNATIONAL |
| Registration Number: | 0506805 | ELECTRO-LINE |
| Registration Number: | 0424467 | INTERNATIONAL |

CORRESPONDENCE DATA

Fax Number: (312)577-8816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

| | |
|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 207170-266 |
| NAME OF SUBMITTER: | Oscar Ruiz |
| Signature: | /Oscar Ruiz/ |
| Date: | 04/01/2010 |

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2010, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Antares Capital Corporation ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 22, 2007 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Woodstream Corporation, a Pennsylvania corporation (the "Borrower"), the Agent, GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as documentation agent, Grantor, the other Credit Parties party thereto and the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to an Amended and Restated Guaranty and Security Agreement dated as of August 22, 2007 in favor of the Agent (as the same has been amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to continue to make their respective extensions of credit to the Borrower under the Credit Agreement, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ZAREBA SYSTEMS, INC., a Minnesota corporation, as a Grantor

By: 
Name: Lawrence I. Shagin
Title: Vice President

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

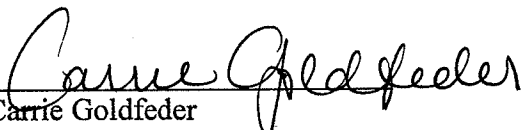
Very truly yours,

ZAREBA SYSTEMS, INC., a Minnesota corporation, as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL CORPORATION, as Agent

By: 
Name: Carrie Goldfeder
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

| Trademark | Application Number | Application Date | Registration Number | Registration Date |
|---|--------------------|------------------|---------------------|-------------------|
| ELECTRIC SHEPHERD | 78/758,344 | 11/21/05 | 3,532,514 | 11/11/08 |
| ZAREBA | 78/283,778 | 8/6/03 | 3,080,399 | 4/11/06 |
| ZAREBA | 78/283,869 | 8/6/03 | 3,077,388 | 4/4/06 |
| EZEE CORRAL | 78/180,201 | 10/30/02 | 2,887,613 | 9/21/04 |
| HOL-DEM | 78/109,724 | 2/19/02 | 2,669,305 | 12/31/02 |
| ZAREBA SYSTEMS | 76/133,361 | 9/21/00 | 2,860,569 | 7/6/04 |
| ZAREBA | 76/130,031 | 9/18/00 | 2,714,106 | 5/6/03 |
| HORSE-SENSE ELECTRIC FENCE SYSTEM | 75/914,574 | 2/10/00 | 2,410,856 | 12/5/00 |
| ONE STOP FENCING | 74/449,963 | 10/19/93 | 1,933,836 | 11/7/95 |
| GARDEN PROTECTOR | 74/366,001 | 3/8/93 | 1,864,211 | 11/22/94 |
| PET CONTROLLER | 74/364,872 | 3/5/93 | 1,842,751 | 7/5/94 |
| AMERICAN FARM WORKS | 74/312,127 | 9/9/92 | 1,787,943 | 8/17/93 |
| SNAP.FAST | 73/270,180 | 7/14/80 | 1,196,798 | 6/1/82 |
| RED SNAP'R | 73/194,338 | 11/22/78 | 1,132,132 | 4/1/80 |
| "HOT SPARK" | 72/394,569 | 6/11/71 | 0,928,192 | 2/1/72 |
| RED SNAP'R | 72/278,233 | 8/14/67 | 0,865,249 | 2/25/69 |
| BLITZER | 72/193,394 | 5/13/64 | 0,786,329 | 3/9/65 |
| BULLDOZER | 72/133,059 | 11/30/61 | 0,738,971 | 10/9/62 |
| INTERNATIONAL | 71/527,176 | 7/5/47 | 0,533,000 | 11/7/50 |
| ELECTRO-LINE | 71/503,460 | 6/7/46 | 0,506,805 | 2/22/49 |
| INTERNATIONAL | 71/487,342 | 8/20/45 | 0,424,467 | 10/8/46 |