

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGRIZAP, INC.		10/30/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WOODSTREAM CORPORATION		
Street Address:	69 N. Locust Street		
City:	Lititz		
State/Country:	PENNSYLVANIA		
Postal Code:	17543		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3556117	RAT ZAPPER	
Registration Number:	3225605	THE POWER TOOL FOR RODENT CONTROL	
Registration Number:	3346282	RODENT ZAPPER	
Registration Number:	3299718		
CORRESPONDENCE DATA			
Fax Number:	2132432539		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2132432828		
Email:	vmittongtare@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	555 South Flower Street, 50th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	126753-630002		
NAME OF SUBMITTER:	Vichai Mittongtare		

CH \$115.00 3556117

TRADEMARK

Signature:	/Vichai Mittongtare/
Date:	11/06/2012
Total Attachments: 3 source=0189_001#page1.tif source=0189_001#page2.tif source=0189_001#page3.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated October 30, 2012 is made by and between JEREMY W. FAITH, Chapter 11 Trustee of AGRIZAP, INC., a California corporation ("Assignor"), and WOODSTREAM CORPORATION, a Pennsylvania corporation, ("Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of June 27, 2012 (the "Purchase Agreement"), whereby Assignor agreed to transfer to Assignee, among other things, Assignor's entire right, title and interest to the trademarks, service marks and logos identified in Exhibit A, and under any registrations and applications for registrations for such trademarks, service marks and logos (collectively, the "Marks").

WHEREAS, on August 28, 2012, the United States Bankruptcy Court for the Central District of California entered an order approving the sale and transfers provided for in the Purchase Agreement, including the transfer of the Marks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

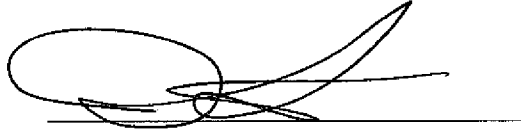
1. Assignor hereby assigns to Assignee, Assignor's entire right, title, and interest, in and to the Marks, together with any and all of the goodwill of the business symbolized by and associated with the Marks, and all income, royalties, fees, damages, and payments now or hereafter due or payable with respect thereto, and all rights of actions and damages for any infringements occurring prior to or after the date of this Assignment.

2. Assignor agrees that, upon request and without further compensation, Assignor and Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers that may be necessary or reasonably requested by Assignee for obtaining, sustaining, maintaining, renewing or enforcing the Marks, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to the Marks. In the event that Assignee is unable after reasonable attempt to secure Assignor's signature to any document in connection with the foregoing, Assignor hereby constitutes and appoints Assignee as the Assignor's true and lawful attorney in fact, with full power of substitution in the Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

*[Remainder of page intentionally left blank; signature page follows.]*

IN TESTIMONY WHEREOF, the undersigned, as Assignor and the duly chapter 11 trustee of AgriZap, Inc., with authority to do so, have hereunto set their hands and seals on the dates set forth below.

**JEREMY W. FAITH**, Chapter 11 Trustee of  
**AGRIZAP, INC.**



(Signature)

Jeremy W. Faith  
(Print or type name)

Chapter 11 Trustee  
(Print or type title)

STATE OF *California* )  
                                  ) SS:  
COUNTY OF *Los Angeles*

Before me this 30~~th~~ day of October, 2012, personally appeared Jeremy W. Faith, personally known to me or provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity therefor and that he signed the same of his own free will for the purpose therein expressed.

WITNESS my hand and official seal:

*Denisse Aguilar*  
Notary Public

