

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		03/21/2013	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4279910	HAVAHAART SPRAY AWAY	
Registration Number:	3299718		
Registration Number:	3556117	RAT ZAPPER	
Registration Number:	3346282	RODENT ZAPPER	
Registration Number:	3225605	THE POWER TOOL FOR RODENT CONTROL	
Registration Number:	3067589	HOURGLASS	
Registration Number:	2355291	NO/NO	
Registration Number:	2990752	SUNFLOWER BASKET	
Serial Number:	85638739	IS IRON STOP	
Serial Number:	85628379	MOSQUITO MORGUE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

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Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-266
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	03/21/2013
Total Attachments: 5 source=TSA - Borrower (Executed)#page1.tif source=TSA - Borrower (Executed)#page2.tif source=TSA - Borrower (Executed)#page3.tif source=TSA - Borrower (Executed)#page4.tif source=TSA - Borrower (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2013, is made by Woodstream Corporation, a Pennsylvania corporation (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 Grantor, the Agent, GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as documentation agent, 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 Grantor 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 Grantor 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,

WOODSTREAM CORPORATION, a
Pennsylvania corporation, as a Grantor

By: 
Name: HARRY E. WHITNEY
Title: PRESIDENT & CEO

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL CORPORATION, as Agent

By: 
Name: Michael D. TerHorst
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Trademark	Serial Number	Date	Registration Number	Registration Date
HAVAHART SPRAY AWAY	85665426	06/29/2012	4279910	01/22/2013
iS IRON STOP & Design	85638739	05/30/2012	N/A	N/A
MOSQUITO MORGUE	85628379	05/17/2012	N/A	N/A
MISCELLANEOUS DESIGN	78791949	01/14/2006	3299718	09/25/2007
RAT ZAPPER	77324978	11/08/2007	3556117	01/06/2009
RODENT ZAPPER	78945588	08/04/2006	3346282	11/27/2007
THE POWER TOOL FOR RODENT CONTROL	78466811	08/12/2004	3225605	04/03/2007
HOURLASS	78472254	08/24/2004	3067589	03/14/2006
NO/NO	75776397	08/16/1999	2355291	06/06/2000
SUNFLOWER BASKET	78366874	02/12/2004	2990752	08/30/2005