

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Woodstream Corporation		04/26/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6412309	DYNASHIELD	
Registration Number:	5419851	V	
Registration Number:	5420171	SMART-KILL	
Registration Number:	5419841	VICTOR	
Registration Number:	5686660	PERKY-PET EST. 1958 NO 1 IN BIRD FEEDERS	
Registration Number:	3445202	WOODSTREAM	
Serial Number:	90527493	QUICK-SET	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0148		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$190.00 6412309

SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	04/26/2022
Total Attachments: 5 source=Catch - Trademark Security Agreement Executed#page1.tif source=Catch - Trademark Security Agreement Executed#page2.tif source=Catch - Trademark Security Agreement Executed#page3.tif source=Catch - Trademark Security Agreement Executed#page4.tif source=Catch - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 26, 2022 (this “Trademark Security Agreement”), is made by each signatory hereto listed on the signature pages hereof (collectively, the “Grantors”), in favor of Ares Capital Corporation (in its individual capacity, “Ares”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 9, 2020 (as amended by that certain Amendment No. 1 to Credit Agreement, dated November 22, 2021, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto and Ares, as administrative agent, collateral agent, and revolver agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of November 9, 2020, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 the Grantors, hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

- a. all of its U.S. Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and

e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. 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. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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 New York.

- Remainder of page intentionally blank; signature page follows -


IN WITNESS WHEREOF, each 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.

Grantors:

WOODSTREAM CORPORATION

ZAREBA SYSTEMS, INC

By: _____



Name: Andrew Church

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

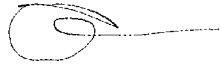
TRADEMARK
REEL: 007702 FRAME: 0769

ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION,

as Collateral Agent

By:



Name: Mitchell Goldstein

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Applications

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	QUICK-SET	90527493 12-FEB-2021	---	Pending	Woodstream Corporation
2.	DYNASHIELD	88786944 06-FEB-2020	6412309 06-JUL-2021	Registered	Woodstream Corporation
3.	V 	87443851 10-MAY-2017	5419851 06-MAR-2018	Registered	Woodstream Corporation
4.	SMART-KILL	87438225 05-MAY-2017	5420171 06-MAR-2018	Registered	Woodstream Corporation
5.	VICTOR	87438245 05-MAY-2017	5419841 06-MAR-2018	Registered	Woodstream Corporation
6.	PERKY-PET EST. 1958 NO 1 IN BIRD FEEDERS 	87258774 06-DEC-2016	5686660 26-FEB-2019	Registered	Woodstream Corporation
7.	WOODSTREAM	78814238 14-FEB-2006	3445202 10-JUN-2008	Renewed (Registered)	Woodstream Corporation
8.	ZAREBA 	78283869 06-AUG-2003	3077388 04-APR-2006	Renewed (Registered)	Zareba Systems, Inc.
9.	ZAREBA	76133361 21-SEP-2000	2860569 06-JUL-2004	Renewed (Registered)	Zareba Systems, Inc.
10.	ZAREBA	76130031 18-SEP-2000	2714106 06-MAY-2003	Renewed (Registered)	Zareba Systems, Inc.
11.	RED SNAP'R	73194338 22-NOV-1978	1132132 01-APR-1980	Renewed (Registered)	Zareba Systems, Inc.
12.	RED SNAP'R	72278233 14-AUG-1967	0865249 25-FEB-1969	Renewed (Registered)	Zareba Systems, Inc.
13.	BLITZER 	72193394 13-MAY-1964	0786329 09-MAR-1965	Renewed (Registered)	Zareba Systems, Inc.