

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
Colibri Holding Corporation		08/19/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Allied Capital Corporation		
Street Address:	1919 Pennsylvania Avenue, NW, Third Floor		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78380923	POP UP	
CORRESPONDENCE DATA			
Fax Number:	(202)223-2085		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-861-3900		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Thomas E. Zutic, Esq. - DLA PIPER et al		
Address Line 1:	1200 Nineteenth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-2412		
ATTORNEY DOCKET NUMBER:	17295-92		
NAME OF SUBMITTER:	Thomas E. Zutic, Esq.		
Signature:	/Thomas E. Zutic/		
Date:	03/09/2006		

OP \$40.00 78380923

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2005, is between COLIBRI HOLDING CORPORATION, a Delaware corporation (the "Grantor") and ALLIED CAPITAL CORPORATION, a Maryland corporation (together with its successors and assigns, the "Grantee")

RECITALS

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule A annexed hereto, and is a party to the Trademark licenses listed on Schedule A annexed hereto; and

B. Reference is made to that certain Amended and Restated Second Lien Note Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among BMP/Woodstream Holdings, Inc., a Delaware corporation, WS Acquisition Corp., a Pennsylvania corporation ("Borrower"), and Grantee, pursuant to which Grantee has loaned the aggregate principal sum of \$17,300,000 to Borrower in exchange for the Second Lien Notes (as defined herein); and

C. As an indirect wholly-owned subsidiary of the Borrower, Grantor will receive substantial direct and indirect benefits from the loans made to the Borrower and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement dated as of February 11, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, INCLUDING, WITHOUT LIMITATION THAT CERTAIN JOINDER TO SECURITY AGREEMENT DATED AS OF THE DATE HEREOF, the "Security Agreement"), among Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee 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 Schedule 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 Schedule A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 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.

COLIBRI HOLDING CORPORATION,
a Delaware corporation

By: 
Name: Peter W. Klein
Title: Vice President

Acknowledged:

ALLIED CAPITAL CORPORATION
a Maryland corporation

By: _____
Name: Benton Cummings
Title: Principal


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.

COLIBRI HOLDING CORPORATION,
a Delaware corporation

By: _____
Name: Peter W. Klein
Title: Vice President

Acknowledged:

ALLIED CAPITAL CORPORATION
a Maryland corporation

By: 
Name: Benton Cummings
Title: Principal

SCHEDULE A
to Trademark Security Agreement (Colibri)

U.S. REGISTERED TRADEMARKS

None.

FOREIGN REGISTERED TRADEMARKS

Reg. No.	Country	Mark	Owner
Serial No. 998202 <i>(Abandoned)</i>	Australia	POPUP	Colibri
633631	Canada	POPUP	Colibri
3800919 <i>(Abandoned)</i>	Europe	POPUP	Colibri
4841007	Japan	POPUP	Colibri

US TRADEMARK APPLICATIONS

Serial No.	Mark	Owner
78380923	POP UP	Colibri

FOREIGN APPLICATIONS

None.

LICENSE AGREEMENTS

None.