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FEET

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Tab settings



To the Honorable Commissioner of

101546749

attached original documents or copy thereof.

1. Name of conveying party(ies):
Woodstream CorporationAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name Antares Capital Corporation

Internal Address: _____

Street Address: 311 South Wacker Drive, Ste 6400City: Chicago State: IL ZIP: 60606Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____Execution Date: October 26, 2000

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application _____

A. Patent Application No.(s)
-NONE-B. Patent No.(s)
4,201,155 4,414,922 5,303,674 252,591Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh St NWSuite 101City: Washington State: DC ZIP: 200046. Total number of applications and patents involved: 47. Total fee (37 CFR 3.41) \$ 160.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
the original document.Rebecca L. Foley
Name of Person

Signature

October 30, 2000
DateTotal number of pages including cover sheet, attachments, and document: 6
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

PATENT SECURITY AGREEMENT

WHEREAS, Woodstream Corporation, a Pennsylvania corporation ("Grantor"), owns the Patents, Patent registrations and Patent applications listed on **Schedule 1** annexed hereto, and is a party to the Patent licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, WS Acquisition Corp., a Pennsylvania corporation ("Borrower"), has entered into that certain Credit Agreement dated as of December 2, 1999, as amended by that certain First Amendment to Credit Agreement and Consent of even date herewith (as so amended and as hereafter amended, modified or supplemented from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor is a wholly-owned subsidiary of Borrower;

WHEREAS, Grantor will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement and to make the Loans under the Credit Agreement, Grantor has agreed to guaranty the Obligations (as defined in the Credit Agreement) of Borrower pursuant to that certain Guaranty dated as of December 2, 1999 by Grantor to Agent (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty") and to pledge and grant a security interest in the Collateral (as defined in the Security Agreement referred to below) as security for the Obligations; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 2, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders 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 Patents (as defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, and all proceeds thereof, to secure the payment of the "Liabilities" (as 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 "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, divisions, continuations, renewals, extensions or continuations-in-part thereof) and Patent applications referred to in **Schedule 1** annexed hereto, and all of the inventions and improvements described and claimed in each Patent, Patent registration and Patent application together with all patentable inventions;
- (2) each Patent license, including without limitation each Patent license listed on Schedule IV to the Security Agreement; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or Patent registration including, without limitation, the Patents and Patent registrations referred to in **Schedule 1** annexed hereto, the Patent registrations issued with respect to the Patent applications referred in **Schedule 1** and the Patents licensed under any Patent 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 Patent 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 this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on this 26th day of October, 2000.

WOODSTREAM CORPORATION, a
Pennsylvania corporation

By: 

Name: HARRY E. WHALEY

Title: PRESIDENT

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 

Name: DANIEL B. GLICKMAN

Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF Pennsylvania)
COUNTY OF Lancaster) ss.

On the 26th day of October, 2000, before me personally appeared Narry E. Whaley, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is President of Woodstream Corporation, a Pennsylvania corporation, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Darlene L. Bucher
Notary Public

{Seal}

My commission expires:

Sept. 13, 2001

Notarial Seal
Darlene L. Bucher, Notary Public
Lititz Boro, Lancaster County
My Commission Expires Sept. 13, 2001
Member, Pennsylvania Association of Notaries

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
<u>U.S. Patent Registrations</u>		
Evenseed System	4,201,155	May 6, 1980
Birdfeeder	4,414,922	November 15, 1983
Hummingbird Feeder	5,303,674	April 19, 1994
<u>U.S. Design Registrations</u>		
Birdfeeder	Design 252,591	August 7, 1979
<u>Foreign Patents</u>		
Birdfeeder	Canada, Industrial Design 46,081	October 15, 1979