Rev. 6-93)	4 - 2001 ET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
DMB No. 951-0031 (exp. 4/9)	
Tale a sada a Tale a Ta	310088 And original documents or copy thereof.
To the Hollowine Commissional City at	Shou original documents of copy the cor.
1. Name of conveying party(ies): Safer, Inc.	2. Name and address of receiving party(ies)
820)	Name Antares Capital Corporation, as Agent
	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes No	
3. Nature of conveyance:	
□ Assignment □ Merger	Street Address: 311 South Wacker Drive, Suite 6400
Security Agreement □ Change of Nam	e
5 Out	City: Chicago State: IL ZIP: 60606
□ Other	
Execution Date: July 25, 2001	Additional name(s) & address(es) attached? □ Yes ⊠ No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new app	lication, the execution date of the application is:
A. Patent Application No.(s) 09/492200	B. Patent No.(s) See the Attached
	ers attached? X Yes No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
	7. Total fee (37 CFR 3.41) \$ 360.00
RETURN TO:	
FEDERAL RESEARCH CORP.	⊠ Enclosed
400 SEVENTH STREET NW_	□ Authorized to be charged to deposit account
SUITE 101 -	8. Deposit account number:
WASHINGTON DC 20004 -	
-	(Attach duplicate copy of this page if paying by deposit account)
08/13/2001 DBYRHE 00000124 09492200 DO NOT U	SE THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing the original document.	g information is true and correct and any attached copy is a true copy
Terese M. Scholl	MScholl (B6-) July 31, 2001
Name of Person	/Signature Date
Total number of nages includi	ng cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

Schedule 1 to Patent Security Agreement

U.S. PATENT REGISTRATIONS

<u>Description</u>	Patent No.	Issue Date
Bird Feeder	5044319	September 3, 1991
Bird Feeder	4829934	May 16, 1989
Bird Feeder Construction	4355597	October 26, 1982
Multiple Bird Feeder	4327669	May 4, 1982
Bird Feeder (Design)	D335006	April 20, 1993
Golf Marker (Design)	D312291	November 26, 1990
Bird Feeder (Design)	D274563	July 3, 1984
Bird Feeder (Design)	D268619	April 12, 1983

FOREIGN PATENT REGISTRATIONS

None.

U.S. PATENT APPLICATIONS

<u>Description</u>	Application No.	Filing Date
Multiple Bird Feeder	09/492200	January 27, 2000

FOREIGN PATENT APPLICATIONS

None.

PATENT LICENSES

Name of Agreement

Parties

Date of Agreement

None.

Patent Security Agreement

PATENT SECURITY AGREEMENT

WHEREAS, Safer, Inc., a Delaware corporation formerly known as New Safer, Inc. ("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 dated as of October 26, 2000, as further amended by that certain Second Amendment to Credit Agreement and Consent dated as of November 17, 2000, as further amended by that certain Third Amendment to Credit Agreement and Consent dated as of January 31, 2001, and as further amended by that certain Fourth Amendment to Credit Agreement and Consent dated as of July 17, 2001 (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as 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 Woodstream Corporation, a Pennsylvania corporation and 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 continue 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 November 17, 2000 herewith 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 November 17, 2000 (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 25 day of July, 2001.

SAFER, INC., a Delaware corporation

By: Name:

Title:

Acknowledged:

ANTARES CAPITAL CORPORATION,

a Delaware corporation, as Agent

Name:

Title: Prestop

Patent Security Agreement

ACKNOWLEDGMENT

STATE OF <u>Pennsylvenia</u>) ss. COUNTY OF <u>Lancaster</u>)

On the 25 day of July, 2001, before me personally appeared have get 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 Safer, Inc., a Delaware 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.

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

Patent Security Agreement

Schedule 1 to Patent Security Agreement

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FOREIGN PATENT APPLICATIONS

None.

PATENT LICENSES

Name of Agreement Parties Date of Agreement

None.

Patent Security Agreement

RECORDED: 08/02/2001