

08-14-2001

OMB No. 0651-0011 (exp. 4/9)



101810088

Tab settings

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Safer, Inc.

8201

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name Antares Capital Corporation, as Agent

Internal Address: _____

Street Address: 311 South Wacker Drive, Suite 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: July 25, 2001

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 is: _____

A. Patent Application No.(s)
09/492200B. Patent No.(s)
See the AttachedAdditional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

6. Total number of applications and patents involved:

9

7. Total fee (37 CFR 3.41) \$ 360.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

08/13/2001 DBYRNE 00000124 09492200

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360.00 US

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 copy of the original document.*Terese M. Scholl

Name of Person

Terese M. Scholl (B6-)

Signature

July 31, 2001

Date

7

Total number of pages including 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>	<u>Patent No.</u>	<u>Issue Date</u>
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>	<u>Application No.</u>	<u>Filing Date</u>
Multiple Bird Feeder	09/492200	January 27, 2000

FOREIGN PATENT APPLICATIONS

None.

PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None.

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);

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: HARRY E. WHALEY

Title: PRESIDENT

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 

Name: DAVID V. SWANSON

Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF Pennsylvania)
) ss.
COUNTY OF Lancaster)

On the 25 day of July, 2001, before me personally appeared Harry 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 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.

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

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<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None.