

06-16-2003

OMB No. 0651-0027 (exp. 5/31/2002)

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102473672

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ANTARES CAPITAL CORPORATION, AS AGENT

2. Name and address of receiving party(ies)

Name: WOODSTREAM CORPORATION

Internal Address: _____

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other RELEASE AND REASSIGNMENT

Street Address: 69 NORTH LOCUST STREET

City: LITITZ State: PA Zip: 17543

Execution Date: 06/10/2003

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 application, the execution date of the application is: _____

A. Patent Application No.(s) D252,591B. Patent No.(s) 4,201,155;4,414,922; 5,303,674Additional numbers attached? ☐ Yes ☒ No

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

Name: Penelope Johnson

Internal Address: Katten Muchin Zavis Rosenman

Suite 1600

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

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160.00 DP

Penelope Johnson

Name of Person Signing

06/11/2003

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014154 FRAME: 0771

PATENT RELEASE AND REASSIGNMENT

THIS PATENT RELEASE AND REASSIGNMENT is made as of June 10, 2003, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Woodstream Corporation, a Pennsylvania corporation ("Woodstream"), were parties to that certain Patent Security Agreement dated as of October 26, 2000 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Woodstream granted a security interest to Agent in, among other things, the Patents (as defined below) as security for certain obligations owing by Woodstream to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of December 2, 1999 by and among WS Acquisition Corp., a Pennsylvania corporation, such Lenders, and Agent, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Patents set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on November 2, 2000, at Reel 011314, Frame 0285; and

WHEREAS, Woodstream has requested that Agent release its security interest in the Patents and reassign the same to Woodstream;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Woodstream's right, title and interest in and to all of the following:

(a) all patents and patent applications, the inventions and improvements described and claimed therein, all patentable inventions, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing in this clause (a) and any part thereof are referred to herein as the "Patents"), including, without limitation, the Patents listed on Exhibit A annexed hereto;

(b) all Patent licenses, including, without limitation, the Patent licenses listed on Exhibit A annexed hereto;

(c) all products, proceeds, income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing,


including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. Agent hereby reassigns, grants and conveys to Woodstream, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Patents.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: ERIC HANSEN
Title: DIRECTOR

Patent Release and Reassignment- Woodstream

PATENT
REEL: 014154 FRAME: 0774

EXHIBIT A to Patent Release and Reassignment

attached

Patent Release and Reassignment- Woodstream

PATENT
REEL: 014154 FRAME: 0775

<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