

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Woodstream Corporation	04/01/2010

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 34

Property Type	Number
Application Number:	11979457
Application Number:	12318149
Application Number:	11979942
Patent Number:	7614180
Application Number:	12292702
Patent Number:	7469656
Application Number:	11826521
Application Number:	11921182
Application Number:	12149758
Application Number:	12292218
Application Number:	12588262
Application Number:	12653126
Application Number:	12213382
Application Number:	12591867
Application Number:	12155664

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Application Number:	12155665
Application Number:	11896202
Application Number:	12003897
Application Number:	12385396
Application Number:	12076091
Application Number:	12219729
Application Number:	12230542
Application Number:	61272592
Application Number:	12213924
Application Number:	12585803
Application Number:	12591289
Application Number:	12382848
Application Number:	61272437
Application Number:	61282562
Application Number:	12059912
Application Number:	12058516
Application Number:	12003151
Application Number:	12227645
Application Number:	12591125

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	207170-266
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NAME OF SUBMITTER:	Oscar Ruiz
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Total Attachments: 6
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 1, 2010, is made by Woodstream Corporation, a Pennsylvania corporation (the "Grantor"), in favor of Antares Capital Corporation ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 22, 2007 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Agent, GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as documentation agent, the other Credit Parties party thereto and the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to an Amended and Restated Guaranty and Security Agreement dated as of August 22, 2007 in favor of the Agent (as the same has been amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to continue to make their respective extensions of credit to the Grantor under the Credit Agreement, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

1. all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

2. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WOODSTREAM CORPORATION, a
Pennsylvania corporation, as a Grantor

By: 
Name: Lawrence I. Snaggs
Title: Vice President

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WOODSTREAM CORPORATION, a
Pennsylvania corporation, as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL CORPORATION, as Agent

By: Carrie Goldfeder
Name: Carrie Goldfeder
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents and Patent Applications

Patent	Application Number	Application Date	Patent Number	Issue Date
Disposable-flying insect trap	11/979,457	11/2/07	N/A	N/A
CPU-controlled, rearming electronic animal trap with three-killing-plate configuration	12/318,149	12/22/08	N/A	N/A
Attractant system for mounting to an insect trapping apparatus	11/979,942	11/9/07	N/A	N/A
Device for trapping flying insects	11/907,624	10/15/07	7,614,180	11/10/09
Bird feeder and seed dispenser therefor	12/292,702	11/24/08	N/A	N/A
Bird feeder and seed dispenser therefor	11/892,956	8/28/07	7,469,656	12/30/08
Counterflow insect trap	11/826,521	7/16/07	N/A	N/A
Flying insect trapping device and flying insect trapping system	11/921,182	11/2/09	N/A	N/A
Cage trap with easy set and release mechanism	12/149,758	5/7/08	N/A	N/A
Two-door cage trap with over-center set mechanism	12/292,218	11/13/08	N/A	N/A
Liquid bird feeder	12/588,262	10/8/09	N/A	N/A
Liquid bird feeder	12/653,126	2/25/10	N/A	N/A
Electrocuting mouse trap with automatic chamber-clearing mechanism	12/213,382	6/18/08	N/A	N/A
Electrocuting mouse trap with automatic chamber-clearing mechanism	12/591,867	12/3/09	N/A	N/A
Peel-and-place-pellet rodenticide dispensing system	12/155,664	6/6/08	N/A	N/A
No-touch block rodenticide dispensing system	12/155,665	6/6/08	N/A	N/A
Adjustable plant stake assembly with improved ground anchors and kit therefor	11/896,202	8/30/07	N/A	N/A
Rearming electronic animal trap with infrared sensor and multiple-killine-plate configuration	12/003,897	1/3/08	N/A	N/A
Hummingbird feeder with disposable reservoir and reusable base	12/385,396	4/7/09	N/A	N/A
Rotating trivet support and plant stand	12/076,091	3/13/08	N/A	N/A
Single use hermetically sealed trap	12/219,729	7/28/08	N/A	N/A
Hanging plant saucer	12/230,542	8/29/08	N/A	N/A
Soft petal flower for humming bird feeder	61/272,592	10/9/09	N/A	N/A
Top-fill hummingbird feeder with vertically operative base sealing mechanism	12/213,924	6/26/08	N/A	N/A
Animal cage trap with remote controlled release mechanism	12/585,803	9/24/09	N/A	N/A
Top-fill hummingbird feeder with float valve base closure mechanism	12/591,289	11/16/09	N/A	N/A
Top-fill hummingbird feeder with twist bottle valve	12/382,848	3/25/09	N/A	N/A
Single use hermetically sealing mousetrap with internal carbon dioxide killing mechanism	61/272,437	9/24/09	N/A	N/A
Single use, hermetically sealing mousetrap with internal high voltage killing mechanism	61/282,562	3/1/10	N/A	N/A
Flow restrictor	12/059,912	3/31/08	N/A	N/A
Mosquito trap with improved airflow	12/058,516	3/28/08	N/A	N/A
Liquid reservoir and bird feeder	12/003,151	12/20/07	N/A	N/A
Insect attractant composition	12/227,645	7/27/09	N/A	N/A

Device for trapping flying insects	12/591,125	11/9/09	N/A	N/A
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