

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	11/10/2011
RECEIVING PARTY DATA	
Name:	Antares Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D472183
Patent Number:	6783815
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-00266
NAME OF SUBMITTER:	Carole Dobbins
Total Attachments: 6 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif source=Patent Security Agreement#page6.tif	

CH \$80.00 D472183

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 10, 2011, 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.

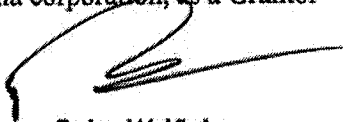
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

- 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: Peter W. Klein
Title: Vice President

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

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: 
Name: J. H. Butler
Title: Duly Authorized Secretary

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

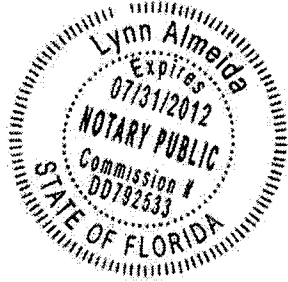
ACKNOWLEDGMENT OF GRANTOR

State of Florida)

County of Palm Beach)

ss.

On this 9th day of November, 2011 before me personally appeared Peter W. Klem, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Woodstream Corporation, a Pennsylvania corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Lynn Almeida
Notary Public

ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents and Patent Applications

Patent No.	Issue Date	Title
D472,183	March 25, 2003	Display Device
6783815	August 31, 2004	Ornamental Device