

6-16-03

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06-16-2003



T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102473673

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

- Individual(s)
- General Partnership
- Corporation-State DE
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other Release and Reassignment
 - Merger
 - Change of Name

Execution Date: 06/10/2003

2. Name and address of receiving party(ies)
Name: WOODSTREAM CORPORATION

Internal Address: _____
Address: _____

Street Address: 69 NORTH LOCUST STREET
City: LITITZ State: PA Zip: 17543

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State DE
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 1,183,814;
1,183,815

Additional number(s) 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 registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
06/17/2003 6TON11 00000053 1183814

01 FC:8121
02 FC:8122

40.00 OP
25.00 OP

PENELOPE JOHNSON
Name of Person Signing

Penelope Johnson
Signature

06/11/2003
Date

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

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

TRADEMARK
REEL: 002754 FRAME: 0478

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK 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 Trademark 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 Trademarks (as defined in the Security Agreement) 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, Agent, and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks 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 002193, Frame 0235; and

WHEREAS, Woodstream has requested that Agent release its security interest in the Trademarks 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) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Exhibit A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Woodstream against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Exhibit A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Exhibit A and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

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 Trademarks, and the goodwill of Woodstream's business connected with the use of and symbolized by the Trademarks.

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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

EXHIBIT A to Trademark Release and Reassignment

attached

U.S. Trademark Registrations

<u>Mark</u>	<u>Trademark No.</u>	<u>Issue Date</u>
For Yards of Happiness	1,183,814	December 29, 1981
Hyde	1,183,815	December 29, 1981