

09-04-2003

9-4-03

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



102540964

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

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

1. Name of conveying party(ies): WOODSTREAM CORPORATION 9-4-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State PENNSYLVANIA
Other
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: SUITE 6400
Street Address: 311 SOUTH WACKER DRIVE
City: CHICAGO State: IL Zip: 60606
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State DELAWARE
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 07/25/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) n.a.
B. Trademark Registration No.(s) 1,350,349
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: PENELOPE S. 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: 1
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

RECEIVED IOPR
2003 SEP -4 PM 1:58
ASSIGNMENTS DIV

DO NOT USE THIS SPACE

9. Signature.
PENELOPE S. JOHNSON 08/26/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

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

09/04/2003 6T0H11 00000250 1350349

01 FC:8521

40.00 OP

TRADEMARK REEL: 002815 FRAME: 0679

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2003, is between **WOODSTREAM CORPORATION**, a Pennsylvania corporation (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "**Grantee**") for the benefit of Agent and Lenders (as such terms are defined herein).

### RECITALS

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark licenses listed on Schedule I annexed hereto; and

B. Reference is made to that certain Credit Agreement dated as of June 10, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among WS Acquisition Corp., a Pennsylvania corporation, as successor by merger to BMP/Woodstream Acquisition Corp., a Pennsylvania corporation ("**Borrower**"), 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, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Syndication Agent, General Electric Capital Corporation, as Co-Documentation Agent, CIT Lending Services Corporation, as Co-Documentation Agent, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

C. As a direct subsidiary of the Borrower, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among Grantor, Grantee and the other "**Debtors**" party thereto, Grantor has granted to Grantee for the benefit of Agent and 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 Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as such term is defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) 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 Schedule I 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;

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor 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 Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule I 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.

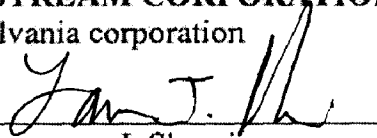
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**WOODSTREAM CORPORATION,**  
a Pennsylvania corporation

By: \_\_\_\_\_

  
Lawrence I. Shagrin  
Vice President

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Director

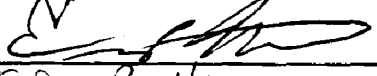
**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**WOODSTREAM CORPORATION,**  
a Pennsylvania corporation

By: \_\_\_\_\_  
Lawrence I. Shagrin  
Vice President

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:   
Name: Eric P. Hansen  
Director

**SCHEDULE I**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>DATE</u></b>
PEST CHASER	1350349	07/23/85