

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Woodstream Corporation		04/01/2010	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3432345	DEFENCE BY HAVAHART CARING CONTROL FOR PETS AND WILDLIFE
Registration Number:	3620788	INDEPENDENCE
Registration Number:	3577810	MULTI-KILL
Registration Number:	3573722	MULTI-KILL
Registration Number:	3519450	PERKY-PET
Registration Number:	3564574	PESTCHASER
Serial Number:	77798045	QUICK KILL
Registration Number:	3588731	STAKE IT EASY
Registration Number:	3617216	TAKING BACK NEIGHBORHOODS ONE YARD AT A TIME
Registration Number:	3683233	VICTOR
Registration Number:	3609156	VICTOR FAST-KILL
Serial Number:	77950353	AVANT GARDEN
Serial Number:	77950363	AVANT GARDEN
Serial Number:	77950325	GARDENER'S BLUE RIBBON

CH \$490.00 3432345

900158676

**TRADEMARK
 REEL: 004178 FRAME: 0572**

Serial Number:	77950339	GARDENER'S BLUE RIBBON
Serial Number:	77831250	SNAKE SHIELD
Serial Number:	77686623	VICTOR SNAP N' SEAL
Serial Number:	77689638	ENDALL
Serial Number:	77683647	DR. T'S

CORRESPONDENCE DATA

Fax Number: (312)577-8816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-266
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/01/2010

Total Attachments: 5
source=TSA Woodstreampdf#page1.tif
source=TSA Woodstreampdf#page2.tif
source=TSA Woodstreampdf#page3.tif
source=TSA Woodstreampdf#page4.tif
source=TSA Woodstreampdf#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK 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 Trademark 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 Trademark 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 "Trademark Collateral");

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

2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. 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 Trademark 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 Trademark 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 Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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 Trademark 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. Shagrin
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 Trademark 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
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date
DEFENCE BY HAVA HART CARING CONTROL FOR PETS AND WILDLIFE	77/161,646	4/20/07	3,432,345	5/20/08
INDEPENDENCE	77/522,748	7/15/08	3,620,788	5/12/09
MULTI-KILL	77/476,575	5/16/08	3,577,810	2/17/09
MULTI-KILL	77/361,455	12/29/07	3,573,722	2/10/09
PERKY-PET	77/361,422	12/29/07	3,519,450	10/21/08
PESTCHASER	77/508,057	6/25/08	3,564,574	1/20/09
QUICK KILL	77/798,045	8/5/09	N/A	N/A
STAKE IT EASY	77/438,380	4/2/08	3,588,731	3/10/09
TAKING BACK NEIGHBORHOODS ONE YARD AT A TIME	77/423,883	3/17/08	3,617,216	5/5/09
VICTOR	78/981,077	2/13/06	3,683,233	9/15/09
VICTOR FAST-KILL	77/019,684	10/12/06	3,609,156	4/21/09
AVANT GARDEN	77/950,353	3/4/10	N/A	N/A
AVANT GARDEN	77/950,363	3/4/10	N/A	N/A
GARDENER'S BLUE RIBBON	77/950,325	3/4/10	N/A	N/A
GARDNER'S BLUE RIBBON	77/950,339	3/4/10	N/A	N/A
SNAKE SHIELD	77/831,250	9/21/09	N/A	N/A
VICTOR SNAP N'SEAL	77/686,623	3/9/09	N/A	N/A
ENDALL	77/689,638	3/12/09	N/A	N/A
DR. T'S	77/683,647	3/4/09	N/A	N/A