



Tab settings

To the Honorable Commissioner of Patents

101534684

original documents or copy thereof.

1. Name of conveying party(ies): New Safer, Inc.

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

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

2. Name and address of receiving

Name: Antares Capital Corporation, as Agent

Internal Address:

Street Address: 311 South Wacker Drive, Ste 6400

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State IL, Other

If assignee is not domiciled in the United States, a designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

November 17, 2000

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s) -NONE-

B. Trademark Registration -See the Attached-

Additional numbers attached? Yes

5. Name and address of party to whom correspondence concerning document should be mailed:

RETURN TO: FEDERAL RESEARCH CORP. 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

6. Total number of applications and registrations 31

7. Total fee (37 CFR) \$ 790.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

1270172000 DNGUYEN 00000044 1044573

DO NOT USE THIS SPACE

01 FC:481 40.00 DP 02 FC:482 750.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Rebecca L. Foley

Name of Person

Signature

11/27/00

Date

Total number of pages including cover sheet, attachments, and 7

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

**Schedule I
to the Trademark Agreement**

TRADEMARKS

MARK	REGISTRATION DATE/ DATE FILED	REGISTRATION / SERIAL NUMBER
OXYGEN-PLUS	July 27, 1976	1,044,573
RESTORE	October 5, 1976	1,049,315
<i>Design Only</i>	November 23, 1982	1,217,214
SAFER AGRO-CHEM'S	February 22, 1983	1,228,111
PRO-STICK	August 9, 1983	1,247,465
ATTACK	September 30, 1986	1,411,030
RINGER	July 7, 1987	1,445,809
SAFER	October 18, 1988	1,508,698
SAFER	April 18, 1988	1,534,947
WINTERSTORE	June 13, 1989	1,543,149
RESTORE	April 7, 1992	1,681,698
DESIGN MISC. (People farming)	August 4, 1992	1,705,658
STING STOPPER	October 20, 1992	1,726,686
FLY BAGGER	October 20, 1992	1,726,687
BEETLE BAGGER	October 20, 1992	1,726,688
CABBAGE GUARD	January 29, 1993	1,747,812
RINGER	February 16, 1993	1,752,093
<i>Design Only</i>	September 21, 1993	1,793,307
ENVIROSAFE	June 1, 1993	1,774,025
FLY SCOOP	November 23, 1993	1,805,762
SUPERFAST	April 11, 1995	1,889,137
MAGIC START	January 9, 1996	1,947,624
SUPREME GARDENS	August 6, 1996	1,991,749
SYNERPLEX	January 21, 1997	2,032,758
SUPERSTOP	February 11, 1997	2,037,846
PET PATCH	March 11, 1997	2,044,600
WEED-AWAY	June 9, 1998	2,164,457
MOSQUITO PATROL	June 9, 1998	2,225,987
HOME PATROL	February 23, 1999	2,225,992
MOSS-AWAY	January 7, 1997	75/222,226
PET SAFE	December 14, 1999	75/871,899

TRADEMARK SECURITY AGREEMENT

WHEREAS, New Safer, Inc., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, WS Acquisition Corp., a Pennsylvania corporation ("Borrower"), has entered into that certain Credit Agreement dated as of December 2, 1999, as amended by that certain First Amendment to Credit Agreement and Consent dated as of October 26, 2000, and as further amended by that certain Second Amendment to Credit Agreement and Consent of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement"), with 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, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor is a wholly-owned subsidiary of Woodstream Corporation, a Pennsylvania corporation and a wholly-owned subsidiary of Borrower;

WHEREAS, Grantor will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, to induce Agent and the Lenders to continue to make the Loans under the Credit Agreement, Grantor has agreed to guaranty the Obligations (as defined in the Credit Agreement) of Borrower pursuant to that certain Guaranty of even date herewith by Grantor to Agent (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty") and to pledge and grant a security interest in the Collateral (as defined in the Security Agreement referred to below) as security for the Obligations; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of 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 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 1** 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 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** 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.

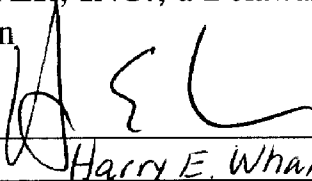
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement.

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 this page intentionally left blank]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 17th day of November, 2000.

NEW SAFER, INC., a Delaware corporation

By: 
Name: Harry E. Whaley
Title: President

Acknowledged:

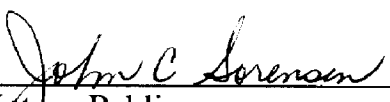
ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: DANIEL B. GLECKMAN
Title: DIRECTOR

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 17th day of November, 2000, before me personally appeared Harry E. Whaley, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that §/he is President of New Safer, Inc., a Delaware corporation, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that §/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

JOHN C. SORENSEN
Notary Public, State of New York
No. 31-4881109
Qualified in New York County
Commission Expires Dec. 29, ~~1996~~ 2000

{Seal}

My commission expires:

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