

01-03-2002

COVER SHEET
ONLY

OMB No. 0651-0011 (exp. 4/9)



1-5-02
Tab settings

101933023

To the Honorable Commissione

record the attached original documents or copy thereof.

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

- 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
- Merger
- Change of Name

December 12, 2001

Execution Date:

2. Name and address of receiving party(ies)

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
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
- See he Attached -

B. Trademark Registration
- See he 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

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6. Total number of applications and registrations 17

7. Total fee (37 CFR) \$ 440.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

01/04/2002 6T0H11 0000047 1258224

01 FC:481 40.00 DP
02 FC:482 400.00 DP

DO NOT USE THIS SPACE

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

Rebecca L. Foley
Signature

12/19/01
Date

8

Total number of pages including cover sheet, attachments, and

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

Trademarks and Trademark Registrations

<u>Title</u>	<u>Registration No.</u>	<u>Issue Date</u>
Bioactivator	1258224	November 22, 1983
Concern	1560449	October 17, 1989
Vitalize	1883231	March 14, 1995
From The Earth - For The Earth	1892867	May 9, 1995
Necessary Organics	1932702	November 7, 1995
Magic Patch	1955365	February 6, 1996
Natural Solutions	1958331	February 27, 1996
Get Away	2029339	January 7, 1997
Slug Stop	2098198	September 16, 1997
Nubark	2220502	January 26, 1999
Deer Away	2236673	April 6, 1999
Rose Stick	2291643	November 9, 1999

Trademark Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
Concern Pesticidal Spray Oil	75/540022	August 19, 1998
Weed Prevention Plus	75/568813	October 13, 1998
Concern Citrus Home Pest Control	76/234808	March 26, 2001
Concern Copper Soap Fungicide	76/234809	March 26, 2001
Concern Fast Acting Weed Killer	76/234810	March 26, 2001

TRADEMARK SECURITY AGREEMENT

WHEREAS, Safer, Inc., a Delaware corporation formerly known as New Safer, Inc. (“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, as further amended by that certain Second Amendment to Credit Agreement and Consent dated as of November 17, 2000, as further amended by that certain Third Amendment to Credit Agreement and Consent dated as of January 31, 2001, and as further amended by that certain Fourth Amendment to Credit Agreement and Consent dated as of July 17, 2001, as further amended by that certain Fifth Amendment to Credit Agreement and Consent dated as of December 12, 2001 (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 dated as of November 17, 2000 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 dated as of November 17, 2000 (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 12th day of December, 2001.

SAFER, INC., a Delaware corporation

By: ASL

Name: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 12th day of December, 2001.

SAFER, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,

a Delaware corporation, as Agent

By: David K. Swanson

Name: DAVID K. SWANSON

Title: Director

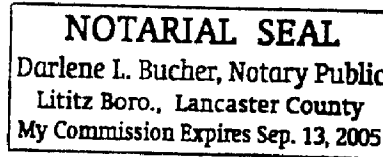
ACKNOWLEDGMENT

STATE OF Pennsylvania)
) ss.
COUNTY OF Lancaster)

On the 12 day of December, 2001, 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 s/he is President of 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 s/he acknowledged said instrument to be the free act and deed of said corporation.

Darlene L. Bucher
Notary Public

{Seal}



My commission expires:

Sept. 13, 2005