

06-16-2003



102473665

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) Association General Partnership Limited Partnership Corporation-State DE Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release and Reassignment

Execution Date: 06/10/2003

2. Name and address of receiving party(ies)

Name: WOODSTREAM CORPORATION

Internal 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) see attached

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: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature

06/17/2003 610411 00000061 1326555

01 FC:0521 40.00 OP 02 FC:0522 125.00 OP

PENELOPE JOHNSON Name of Person Signing

Penelope Johnson Signature

06/11/2003

Date

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

Trademarks

Trademark	Registration Number	Registration Date
Soft Catch	1326555	3/26/85
Northwoods	1342009	6/18/85
Conibear	1021897	10/7/75
Oneida Victor	0248227	10/16/28
Victor Conibear	0686737	10/13/59
Newhouse	0068999	5/12/08

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").

W I T N E S S E T H:

WHEREAS, Agent and Woodstream Corporation, a Pennsylvania corporation ("Woodstream"), were parties to that certain Trademark Security Agreement dated as of December 2, 1999 (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 January 14, 2000, at Reel 002014, Frame 0388; 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

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TRADEMARK
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(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.

*- Remainder of Page Intentionally Left Blank -
[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

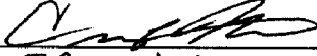
By: 
Name: ERIC HANSEN
Title: DIRECTOR

EXHIBIT A to Trademark Release and Reassignment

attached

Trademark Release and Reassignment – Woodstream Corporation

TRADEMARK
REEL: 002754 FRAME: 0444

Trademarks

Trademark	Registration Number	Registration Date
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Oneida Victor	0248227	10/16/28
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