



102473660

To the Honorable Commissioner of Pa.

and 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

2. Name and address of receiving party(ies) Name: SAFER, INC. 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release and Reassignment

Execution Date: 06/10/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) see attached

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: 17

7. Total fee (37 CFR 3.41): \$ 440.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. 06/17/2003 6TON11 00000066 1258224

01 FC:8321 40.00 DP 02 FC:8322 400.00 DP

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 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

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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").

WITNESSETH:

WHEREAS, Agent and Safer, Inc., a Delaware corporation ("Safer"), were parties to that certain Trademark Security Agreement dated as of December 12, 2001 (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 Safer 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 Safer 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 2, 2002, at Reel 002415, Frame 0521; and

WHEREAS, Safer has requested that Agent release its security interest in the Trademarks and reassign the same to Safer;

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 Safer'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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Safer 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 Safer, 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 Safer'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

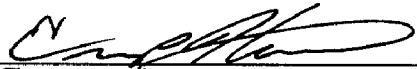
By: 
Name: ERIC HANSEN
Title: DIRECTOR

EXHIBIT A to Trademark Release and Reassignment

attached

Trademark Release and Reassignment – Safer Corporation

RECORDED: 06/16/2003

**TRADEMARK
REEL: 002754 FRAME: 0452**