

6/16/03

06-16-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102473661

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

- 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: 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

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: 31

7. Total fee (37 CFR 3.41): \$ 790.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

06/17/2003 6TOM11 00000065 1044573

01 FC:8521 40.00 OP PENELOPE JOHNSON 750.00 OP 02 FC:8522

Name of Person Signing

Signature: Penelope Johnson

Date: 06/11/2003

7

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

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

TRADEMARK REEL: 002754 FRAME: 0954

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

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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 (formerly known as New Safer, Inc.) ("Safer"), were parties to that certain Trademark Security Agreement dated as of November 17, 2000 (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 November 20, 2000, at Reel 002184, Frame 0606; 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

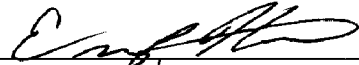
(c) all products and proceeds of the foregoing, including, without limitation, any claim by Safer against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred 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.

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[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

Trademark Release and Reassignment – Safer, Inc.

**TRADEMARK**  
**REEL: 002754 FRAME: 0959**

**EXHIBIT A to Trademark Release and Reassignment**

attached

Trademark Release and Reassignment – Safer, Inc.

**RECORDED: 06/16/2003**

**TRADEMARK  
REEL: 002754 FRAME: 0960**