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

102479835 TRADEMARK OFFICE

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Safer, Inc.

6-23-03

- 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

Execution Date: 06/10/2003

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: Suite 6400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- 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) 76/399,788

B. Trademark Registration No.(s) 1,044,573

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:

64

7. Total fee (37 CFR 3.41) \$ 1,615.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Penelope Johnson Name of Person Signing

Penelope Johnson Signature

06/18/2003 Date

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

10

06/24/2003 6TDM11 00000000 76399788

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

01 FC:8521 40.00 OP 02 FC:8522 1575.00 OP

TRADEMARK REEL: 002762 FRAME: 0428

**U.S. Trademark Applications (Continuation of Item 4A)**

Application No.
76/399,795
76,401,512
76/399,798
76/401,550
76,432,913
76/432,914
76/437,050
76/399,903
76/401,549
76/436,248

**U.S. Trademark Registration (Continuation of Item 4B)**

1,258,224	1,445,809
1,534,947	1,543,149
1,560,449	1,681,698
1,752,093	1,873,544
1,883,231	1,892,867
1,932,702	1,947,624
1,950,190	1,955,365
1,989,374	2,029,339
2,098,198	2,105,360
2,164,457	2,172,661
2,220,502	2,225,987
2,225,992	2,236,673
2,240,186	2,288,462
2,291,643	2,552,028
2,658,254	2,662,987
2,674,701	2,677,931
2,700,224	2,703,733
767,800	1,243,034
1,411,030	1,508,698
1,764,000	1,805,762
2,283,706	2,322,256
2,634,467	758,277
1,228,111	2,032,758
2,037,846	2,044,600
1,247,465	1,996,493
1,991,749	1,217,214

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2003, is between SAFER, INC., a Delaware corporation (the "Grantor") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are defined herein).

### RECITALS

A. Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule A annexed hereto, and is a party to the Trademark licenses listed on Schedule A annexed hereto; and

B. Reference is made to that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BMP/Woodstream Acquisition Corp., a Pennsylvania corporation ("Borrower"), 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, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Syndication Agent, General Electric Capital Corporation, as Co-Documentation Agent, CIT Lending Services Corporation, as Co-Documentation Agent, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

C. As an indirect subsidiary of the Borrower, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrower and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Agent and 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 such term is 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 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;

(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 A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 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.

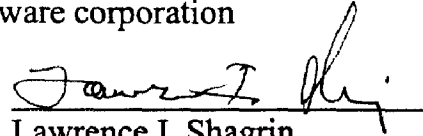
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby 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 page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**SAFER, INC.,**  
a Delaware corporation

By:



Lawrence I. Shagrin  
Vice President

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:



Name: Eric Hansen  
Director

## SCHEDULE A

### U.S. TRADEMARK REGISTRATIONS

#### REGISTERED TRADEMARKS

Reg. No.	Country	Mark	Owner
1,044,573	US	OXYGEN-PLUS	Safer
1,258,224	US	BIOACTIVATOR	Safer
1,445,809	US	RINGER	Safer
1,534,947	US	SAFER	Safer
1,543,149	US	WINTERSTORE	Safer
1,560,449	US	CONCERN	Safer
1,681,698	US	RESTORE	Safer
1,752,093	US	RINGER	Safer
1,873,544	US	DEER-OFF	Safer
1,883,231	US	VITALIZE	Safer
1,892,867	US	FROM THE EARTH-FOR THE EARTH	Safer
1,932,702	US	NECESSARY ORGANICS	Safer
1,947,624	US	MAGIC START	Safer
1,950,190	US	CONCERN	Safer
1,955,365	US	MAGIC PATCH	Safer
1,989,374	US	Misc. design (Bird feeder w/3 feeding tubes)	Safer
2,029,339	US	GET AWAY	Safer
2,098,198	US	SLUG STOP	Safer
2,105,360	US	KFEEDERS (stylized)	Safer
2,164,457	US	WEED-AWAY	Safer
2,172,661	US	Forest Collection design	Safer
2,220,502	US	NUBARK	Safer
2,225,987	US	MOSQUITO PATROL	Safer
2,225,992	US	HOME PATROL	Safer
2,236,673	US	DEER AWAY	Safer

2,240,186	US	Misc. design (Bird feeder with cylindrical feeding tube)	Safer
2,288,462	US	ULTIMATE FEEDER	Safer
2,291,643	US	ROSE STICK	Safer
2,552,028	US	BULB GUARD	Safer
2,658,254	US	CONCERN CITRUS HOME PEST CONTROL	Safer
2,662,987	US	CONCERN PESTICIDAL SPRAY OIL	Safer
2,674,701	US	WEED PREVENTION PLUS	Safer
2,677,931	US	THE PIT	Safer
2,700,224	US	DEER-OFF	Safer
2,703,733	US	CONCERN COPPER SOAP FUNGICIDE	Safer
767,800	US	WEEDAWAY	Safer
1,243,034	US	GRASS PATCH	Safer
1,411,030	US	ATTACK	Safer
1,508,698	US	SAFER	Safer
1,764,000	US	BIONEEM	Safer
1,805,762	US	FLY SCOOP	Safer
2,283,706	US	QUALITY NEVER LOOKED SO GOOD	Safer
2,322,256	US	K FEEDER QUALITY...IT'S NOT JUST FOR THE BIRDS	Safer
2,634,467	US	CONCERN FAST ACTING WEED KILLER	Safer

**TRADEMARK REGISTRATIONS**

<b>Reg. No.</b>	<b>Country</b>	<b>Trademark</b>	<b>Deadline</b>	<b>Owner</b>
758,277	US	PENTREX	7/12/03	Safer
1,228,111	US	SAFER AGRO-CHEM'S	8/27/03	Safer
2,032,758	US	SYNERPLEX	7/21/03	Safer
2,037,846	US	SUPERSTOP	8/11/03	Safer
2,044,600	US	PET PATCH	9/11/03	Safer
1,247,465	US	PRO-STICK	8/9/03	Safer
1,996,493	US	WHERE NATURE AND QUALITY MEET	8/27/02	Safer
1,991,749	US	SUPREME GARDENS	8/6/02	Safer
1,217,214	US	FLOWER&BIRD (Design)	11/23/02	Safer

**FOREIGN TRADEMARK REGISTRATIONS**

428,404	Canada	ATTACK		Safer
543,892	Canada	BLOCKER		Safer
454,729	Canada	CRITTER RIDDER		Safer
433,490	Canada	DEFLECTEUR		Safer
442,091	Canada	DEFLECTOR		Safer
576,580	Canada	END ALL		Safer
454,378	Canada	FICHE LE CAMP		Safer
346,549	Canada	FOREVERGREEN		Safer
353,690	Canada	INSECTIGONE		Safer
472,860	Canada	OXYGEN-PLUS		Safer
386,010	Canada	SAFER		Safer
286,022	Canada	SAFER'S DE-MOSS (& Design)		Safer



280,194	Canada	SAFER'S (& design)	Safer
241,369	Canada	SAFER'S INSECTICIDAL SOAP	Safer
399,804	Canada	THE BUG STOPS HERE. NATURALLY.	Safer
397,427	Canada	TOPGUN	Safer
358,663	Canada	TROUNCE	Safer
1,088,086	Canada	END ALL	Safer

U.S. TRADEMARK APPLICATIONS

**TRADEMARK APPLICATIONS**

<b>Serial No.</b>	<b>Country</b>	<b>Mark</b>	<b>Owner</b>
76/399,788	US	CONCERN	Safer
76/399,795	US	CONCERN	Safer
76/401,512	US	NECESSARY ORGANICS (Design)	Safer
76/399,798	US	NECESSARY ORGANICS (Logo)	Safer
76/401,550	US	THE PANTRY PEST	Safer
76/432,913	US	DEER-OFF PROFESSIONAL	Safer
76/432,914	US	DEER-AWAY PROFESSIONAL	Safer
76/437,050	US	CRITTER RIDDER	Safer

**TRADEMARK APPLICATIONS**

Serial No.	Country	Mark	Deadline	Owner
76/399,903	US	NECESSARY ORGANICS	10/02/03	Safer
76/401,549	US	STICKY STAKES	10/03/03	Safer
76/436,248	US	SAFER	5/13/02	Safer

**FOREIGN TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

Canadian Trademark Nos.: 182,327 (HAVAHAART); 197,656 (TENDER TRAP); 196,367 (TRUMP); 59/14,460 (V); 5527 (VICTOR); TMA465,498 (VICTOR). Canadian Trademark Application No. 882,951 (VICTOR POISON-FREE). Not specified.	Exclusive Distribution and License Agreement	Woodstream, Safer and Woodstream Canada	February 1, 2001
	Cross License Agreement	Woodstream, New Safer, Verdant, Safer, and Safer, Ltd.	November 2000

Trademark Security Agreement--