

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perky-Pet Products Co.		08/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Allied Capital Corporation
Street Address:	1919 Pennsylvania Avenue, NW, Third Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2149706	ANTI HOUSE FINCH
Registration Number:	2398323	BIRD POST
Registration Number:	2744731	BIRDSCAPES
Registration Number:	2646488	BRINGING BEAUTY AND GRACE TO THE GARDEN
Registration Number:	2940337	BRINGING BEAUTY AND GRACE TO THE GARDEN
Registration Number:	2103648	GEMSTONE
Registration Number:	1891930	HANG-IT-ALL
Registration Number:	2206964	HOOK IT ALL
Registration Number:	1770102	IRON SILO
Registration Number:	1975101	IRON SUET
Registration Number:	2144402	LEASH KEEPER
Registration Number:	2022287	NATURE'S GYM SET
Registration Number:	2112488	NATURE'S PICNIC
Registration Number:	0716017	ODORETTES

OP \$990.00 2149706

Registration Number:	1642105	PERKY-PET BRAND
Registration Number:	1648283	PET PERKS
Registration Number:	2629311	SONGTREE
Registration Number:	1842988	SOUTH HILL
Registration Number:	2025741	SUET JR.
Registration Number:	2422472	SURE-LOCK
Registration Number:	2669314	THE PRESERVE
Registration Number:	2066815	UPSIDE DOWN
Registration Number:	1895150	YOUR ONE SOURCE
Registration Number:	2902454	ULTOMATO
Registration Number:	2884556	COLIBRI
Registration Number:	2933869	NATURE'S DESIGNS FOR ATTRACTING BIRDS
Registration Number:	2957923	POPUPPOND
Serial Number:	78259534	ARTSCAPES
Serial Number:	76251014	BIRDSCAPES
Serial Number:	75231584	BRING NATURE HOME
Serial Number:	75859234	COLIBRI
Serial Number:	78111279	CRYSTAL BLOSSOM
Serial Number:	78259536	GARDENER'S BLUE RIBBON
Serial Number:	76258176	NATURE'S DESIGNS FOR ATTRACTING BIRDS
Serial Number:	78259538	OUTDOOR SEASONS
Serial Number:	75182087	SILO JR.
Serial Number:	76250740	SQUIRREL-BE-GONE
Serial Number:	78259543	TOMATO CRADLE
Serial Number:	78415716	PERKY-PET

CORRESPONDENCE DATA

Fax Number: (202)223-2085
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-861-3900
Email: dctrademarks@dlapiper.com
Correspondent Name: Thomas E. Zutic, Esq. - DLA PIPER et al
Address Line 1: 1200 Nineteenth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	17295-92
NAME OF SUBMITTER:	Thomas E. Zutic, Esq.

Signature:

/Thomas E. Zutic/

Date:

03/09/2006

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2005, is between **PERKY-PET PRODUCTS CO.**, a Delaware corporation (the “Grantor”) and **ALLIED CAPITAL CORPORATION**, a Maryland corporation (together with its successors and assigns, the “Grantee”)

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 Amended and Restated Second Lien Note Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among BMP/Woodstream Holdings, Inc., a Delaware corporation, WS Acquisition Corp., a Pennsylvania corporation (“Borrower”), and Grantee, pursuant to which Grantee has loaned the aggregate principal sum of \$17,300,000 to Borrower in exchange for the Second Lien Notes (as defined therein); and

C. As an indirect wholly-owned subsidiary of the Borrower, Grantor will receive substantial direct and indirect benefits from the loans made to the Borrower and accordingly, pursuant to the terms of that certain Subsidiary Security Agreement dated as of February 11, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, INCLUDING, WITHOUT LIMITATION THAT CERTAIN JOINDER TO SECURITY AGREEMENT DATED AS OF THE DATE HEREOF, the “Security Agreement”), among Grantor, Grantee and the other “Debtors” party thereto, Grantor has granted to Grantee 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

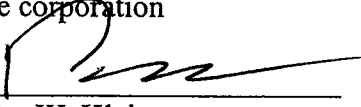
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred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

PERKY-PET PRODUCTS CO.,
a Delaware corporation

By: 
Name: Peter W. Klein
Title: Vice President

Acknowledged:

ALLIED CAPITAL CORPORATION
a Maryland corporation

By: _____
Name: Benton Cummings
Title: Principal

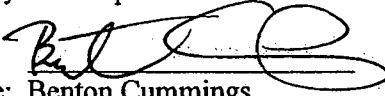
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

PERKY-PET PRODUCTS CO.,
a Delaware corporation

By: _____
Name: Peter W. Klein
Title: Vice President

Acknowledged:

ALLIED CAPITAL CORPORATION
a Maryland corporation

By: 
Name: Benton Cummings
Title: Principal

SCHEDULE A
to Trademark Security Agreement (Perky Pet)

U.S. REGISTERED TRADEMARKS

Reg. No.	Mark	Owner
2,149,706	ANTI-HOUSE FINCH	Perky-Pet
2,398,323	BIRD POST	Guy L. Krueger ¹
2,744,731	BIRDSCAPES	Perky-Pet
2,646,488	BRINGING BEAUTY AND GRACE TO THE GARDEN	Perky-Pet
2,940,337	BRINGING BEAUTY AND GRACE TO THE GARDEN (parent)	Perky-Pet
2,103,648	GEMSTONE	Perky-Pet
1,891,930	HANG-IT-ALL	Perky-Pet
2,206,964	HOOK IT ALL	Perky-Pet
1,770,102	IRON SILO	Perky-Pet
1,975,101	IRON SUET	Perky-Pet
214402	LEASH KEEPER	Perky-Pet
2,022,287 (Dead)	NATURE'S GYM SET	Perky-Pet
2,112,488	NATURE'S PICNIC	Perky-Pet
716,017 (Dead)	ODORETTES	Perky-Pet
1,642,105	PERKY-PET BRAND	Perky-Pet
1,648,283 (Dead)	PET PERKS	Perky-Pet
2,629,311	SONGTREE	Perky-Pet
1,842,988 (Dead)	SOUTH HILL	Perky-Pet
2,025,741 (Dead)	SUET JR.	Perky-Pet

¹ Colibri has indicated that this trademark was never used by it or its subsidiaries. Purchased by Perky-Pet pursuant to an Asset Purchase and Sale Agreement, dated March 19, 2001, between Guy L. Krueger and Perky-Pet.

2,422,472	SURE-LOCK	Perky-Pet
2,669,314	THE PRESERVE	Perky-Pet
2,066,815	UPSIDE DOWN	Perky-Pet
1,895,150	YOUR ONE SOURCE	Perky-Pet
2,902,454	ULTOMATO	Perky-Pet
2,884,556	COLIBRI (child)	Perky-Pet
2,933,869	NATURE'S DESIGNS FOR ATTRACTING BIRDS (child)	Perky-Pet
2,957,923	POPUPPONDS	Perky-Pet
Unregistered (Common law trademark)	BIRCH HOUSE	Perky-Pet
Not listed with USPTO	BIRD DRINKER CONCEPT (BIRD QUENCHER)	Perky-Pet
Unregistered (Common law trademark)	CHEW-PROOF	Perky-Pet
Unregistered (Common law trademark)	DOUBLE POUNDER	Perky-Pet
Unregistered (Common law trademark)	HANGING BIRCH	Perky-Pet
Unregistered (Common law trademark)	HANGING BIRCH THREE IN ONE	Perky-Pet
Unregistered (Common law trademark)	MINI BIRCH	Perky-Pet
Unregistered (Common law trademark)	POLYBIRCH	Perky-Pet
Unregistered (Common law trademark)	POUNDER	Perky-Pet
Not listed with USPTO	SQUIRREL BEATER	Perky-Pet
Unregistered (Common law trademark)	STACKER	Perky-Pet

FOREIGN REGISTERED TRADEMARKS

Reg. No.	Country	Mark	Owner
1,007,933	Australia	SIP & SEED	Perky-Pet.

4878631	Japan	SIP & SEED	Perky-Pet
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US TRADEMARK APPLICATIONS

Serial No.	Mark	Owner
75/084,934	ANTI-HOUSE FINCH	Perky-Pet
78259534	ARTSCAPES	Perky-Pet
76975488	BIRDSCAPES	Perky-Pet
76251014	BIRDSCAPES	Perky-Pet
75/231,584 (Dead)	BRING NATURE HOME	Perky-Pet
76151421	BRINGING BEAUTY TO GRACE TO THE GARDEN	Perky-Pet
75982692	BRINGING BEAUTY TO GRACE TO THE GARDEN	Perky-Pet
75859234	COLIBRI	Perky-Pet
78111279 (Dead)	CRYSTAL BLOSSOM	Perky-Pet
78259536	GARDENER'S BLUE RIBBON	Perky-Pet
75/232,406	LEASH KEEPER	Perky-Pet
76258176	NATURE'S DESIGNS FOR ATTRACTING BIRDS	Perky-Pet
78259538	OUTDOOR SEASONS	Perky-Pet
75/182,087 (Dead)	SILO JR.	Perky-Pet
76251007	SONGTREE	Perky-Pet
76250740	SQUIRREL-BE-GONE	Perky-Pet
78259543	TOMATO CRADLE	Perky-Pet
78259537	ULTOMATO	Perky-Pet
Not filed yet	HOUR GLASS (trade-dress application)	N/A
Not filed yet	FLOWER (trade-dress application)	N/A
Not filed yet	OUTDOOR SEASONS (design)	N/A

Not filed yet	RIM ROUNDER	N/A
78/415,716	PERKY-PET	Perky-Pet

FOREIGN APPLICATIONS

Reg. No.	Country	Mark	Owner
1,235,885	Canada	PERKY-PET	Perky-Pet
4,100,897	Europe	PERKY-PET	Perky-Pet
691,092	Mexico	PERKY-PET	Perky-Pet.
1,221,427	Canada	SIP & SEED	Perky-Pet
3972908	Europe	SIP & SEED	Perky-Pet

LICENSE AGREEMENTS

None.

OTHER

1. Claims of infringement of the Companies' trademark rights by third parties:
 - a. See letter dated March 5, 2003 from Law Offices of Timothy J. Martin, P.C. to Gardens Alive regarding Birds Only trademark and response dated April 17, 2003 from Gardens Alive.
 - b. See letter dated April 21, 2004 from Law Offices of Timothy J. Martin, P.C. to Thomte Mazour and Niebergall LLC regarding Upside Down mark.

2. As of November 23, 2004, Perky Pet had assigned to South Hill Ventures, Inc. all of Perky Pet's rights in U.S. Patent Reg. No. 5,788,201, "Article Hangers", and to U.S. Trademark Reg. No. 1,891,930, "HANG-IT-ALL." Subsequent to such assignment, the parties realized that the patent had lapsed prior to such transfer. The parties have agreed to cancel the assignment in exchange for a payment of \$10,000 by Perky Pet to South Hill Ventures, Inc. Such payment was made by Perky Pet on August 3, 2005 to Stewart Hardison.