

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFER, INC.		05/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	3171074	3-IN-1 GARDEN SPRAY	
Registration Number:	1764000	BIONEEM	
Registration Number:	1989374		
Registration Number:	2755428	CONCERN	
Registration Number:	1950190	CONCERN	
Registration Number:	1560449	CONCERN	
Registration Number:	2882476	CRITTER RIDDER	
Registration Number:	2236673	DEER AWAY	
Registration Number:	2700224	DEER-OFF	
Registration Number:	3776077	ENDALL	
Registration Number:	2029339	GET AWAY	
Registration Number:	1243034	GRASS PATCH	
Registration Number:	1947624	MAGIC START	
Registration Number:	1932702	NECESSARY ORGANICS	
Registration Number:	1044573	OXYGEN-PLUS	
Registration Number:	1681698	RESTORE	
Registration Number:	1049315	RESTORE	
Registration Number:	1752093	RINGER	
Registration Number:	1445809	RINGER	
TRADEMARK			

CH \$765.00 3171074

Property Type	Number	Word Mark
Registration Number:	2793997	SAFER
Registration Number:	1508698	SAFER
Registration Number:	1534947	SAFER
Registration Number:	2812229	STICKY STAKES
Registration Number:	2857263	THE PANTRY PEST
Registration Number:	1883231	VITALIZE
Registration Number:	2674701	WEED PREVENTION PLUS
Registration Number:	1258224	BIOACTIVATOR
Registration Number:	1805762	FLY SCOOP
Registration Number:	3012329	NO WILT
Registration Number:	758277	PENTREX

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 W. MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661-3693

ATTORNEY DOCKET NUMBER:	207170-785
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	05/29/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2015, is made by Safer, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation (in its individual capacity, "GE Capital"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 29, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders from time to time party thereto and GE Capital, as administrative agent, collateral agent and as revolver agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Guaranty and Security Agreement dated as of May 29, 2015, in favor of Collateral Agent (the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

1. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall, if and as may be determined by such Grantor in its reasonable business judgment, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks included in the Collateral that are subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

- Remainder of page intentionally blank; signature page follows -

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

Very truly yours,

SAFER, INC., a Delaware corporation, as
Grantor

By: 

Name: Robert Olsen

Title: Chief Financial Officer and
Secretary

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent


By: 
Name: Shannon C. Fritz
Title: Duly Authorized Signatory

Trademark Agreement (Woodstream)

TRADEMARK
REEL: 005525 FRAME: 0521

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO. REG. DATE	OWNER
3IN1 GARDEN SPRAY	US	78/741997 10/27/2005	3171074 11/14/2006	SAFER, INC.
BIONEEM	US	74/265354 4/13/1992	1764000 4/13/1993	SAFER, INC.
BIRD FEEDER TRADE DRESS 	US	74/300804 8/3/1992	1989374 7/30/1996	SAFER, INC.
CONCERN	US	76/399788 4/24/2002	2755428 8/26/2003	SAFER, INC.
CONCERN	US	74/526860 5/13/1994	1950190 1/23/1996	SAFER, INC.
CONCERN	US	73/777949 1/31/1989	1560449 10/17/1989	SAFER INC.
CRITTER RIDDER	US	76/437050 8/1/2002	2882476 9/7/2004	SAFER, INC.
DEER AWAY	US	75/417924 2/17/1998	2236673 4/6/1999	SAFER, INC.
DEEROFF	US	76/430935 7/10/2002	2700224 3/25/2003	SAFER, INC.
ENDALL	US	77/689638 3/12/2009	3776077 4/13/2010	SAFER, INC.
GET AWAY	US	74/719992 8/24/1995	2029339 1/7/1997	SAFER INC.
GRASS PATCH	US	73/242310 12/10/1979	1243034 6/21/1983	SAFER, INC.
MAGIC START	US	74/533104 6/3/1994	1947624 1/9/1996	SAFER, INC.
NECESSARY ORGANICS	US	74/522109 5/6/1994	1932702 11/7/1995	SAFER, INC.
OXYGENPLUS	US	73/072147 12/18/1975	1044573 7/27/1976	SAFER, INC.

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO. REG. DATE	OWNER
RESTORE	US	74/107030 10/17/1990	1681698 4/7/1992	SAFER, INC.
RESTORE	US	73/050988 4/30/1975	1049315 ¹ 10/5/1976	SAFER, INC.
RINGER	US	74/106759 10/17/1990	1752093 2/16/1993	SAFER, INC.
RINGER	US	73/635031 12/12/1986	1445809 7/7/1987	SAFER, INC.
SAFER	US	76/436248 7/29/2002	2793997 12/16/2013	SAFER, INC.
SAFER	US	73/671534 7/13/1987	1508698 10/18/1988	SAFER INC.
SAFER	US	73/667619 6/2/1987	1534947 4/18/1989	SAFER, INC.
STICKY STAKES	US	76/401549 4/29/2002	2812229 2/10/2004	SAFER, INC.
THE PANTRY PEST	US	76/401550 4/29/2002	2857263 6/29/2004	SAFER, INC.
VITALIZE	US	74/523185 5/4/1994	1883231 3/14/1995	SAFER, INC.
WEED PREVENTION PLUS	US	76/374447 2/25/2002	2674701 1/14/2003	SAFER, INC.
BIOACTIVATOR	US	73/380008 8/16/1982	1258224 11/22/1983	SAFER, INC.
FLY SCOOP	US	74/346686 1/8/1993	1805762 11/23/1993	SAFER, INC.
NO WILT	US	76619084 11/3/2004	3012329 11/1/2005	SAFER, INC.
PENTREX	US	72/154714 10/8/1962	758277 10/15/1963	SAFER, INC.

¹ Certain title updates are needed for this trademark.