TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM344693

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL CORPORATION, AS AGENT		05/29/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Woodstream Corporation		
Street Address:	69 North Locust Street		
City:	Lititz		
State/Country:	PENNSYLVANIA		
Postal Code:	17543		
Entity Type:	CORPORATION: PENNSYLVANIA		

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark		
Registration Number:	3432345	DEFENCE BY HAVAHART CARING CONTROL FOR P		
Registration Number:	3620788	INDEPENDENCE		
Registration Number:	3577810	MULTI-KILL		
Registration Number:	3573722	MULTI-KILL		
Registration Number:	3519450	PERKY-PET		
Registration Number:	3564574	PESTCHASER		
Registration Number:	3588731	STAKE IT EASY		
Registration Number:	3617216	TAKING BACK NEIGHBORHOODS ONE YARD AT A		
Registration Number:	3683233	VICTOR		
Registration Number:	3609156	VICTOR FAST-KILL		
Serial Number:	77798045	QUICK KILL		
Serial Number:	77950353	AVANT GARDEN		
Serial Number:	77950363	AVANT GARDEN		
Serial Number:	77950325	GARDENER'S BLUE RIBBON		
Serial Number:	77950339	GARDENER'S BLUE RIBBON		
Serial Number:	77831250	SNAKE SHIELD		
Serial Number:	77686623	VICTOR SNAP N' SEAL		
Serial Number:	77689638	ENDALL		
Serial Number:	77683647	DR. T'S		
		TRADEMARK		

900327867 **REEL: 005553 FRAME: 0219**

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-266	
NAME OF SUBMITTER:	Kristin Brozovic	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	06/16/2015	

Total Attachments: 3

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TRADEMARK REEL: 005553 FRAME: 0220

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 29, 2015, by **ANTARES CAPITAL CORPORATION**, as Administrative Agent ("Antares").

WITNESSETH:

WHEREAS, Antares and Woodstream Corporation, a Pennsylvania corporation ("Grantor"), were parties to that certain Trademark Security Agreement, dated as of April 1, 2010 (the "Assignment"), pursuant to which Grantor granted a security interest to Antares in certain trademarks (the "Trademarks") and Trademark Rights (as defined below) as security for certain obligations owing by Grantor to Antares, including the Trademarks set forth on <u>Schedule 1</u> hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on April 1, 2010, at Reel 4178, Frame 0572; and

WHEREAS, Grantor has requested that Antares release its security interest in the Trademarks and Trademark Rights and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Antares hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "**Trademark Rights**"):
- a. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
 - b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. 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, misappropriation, dilution, violation or other impairment thereof.
- 2. Antares hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Antares, all of Antares' right, title and interest in and to the Trademarks and the Trademark Rights.
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TRADEMARK REEL: 005553 FRAME: 0221

IN WITNESS WHEREOF, Antares has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION,

as Agent

By:

Name:

<u>Michael D. TerHo</u>rst Duly Authorized Signatory Title:

SCHEDULE 1

TRADEMARKS

Trademark	Application	Application	Registration	Registration
	Number	Date	Number	Date
DEFENCE BY HAVAHART CARING CONTROL FOR PETS AND WILDLIFE	77/161,646	4/20/07	3,432,345	5/20/08
INDEPENDENCE	77/522,748	7/15/08	3,620,788	5/12/09
MULTI-KILL	77/476,575	5/16/08	3,577,810	2/17/09
MULTI-KILL	77/361,455	12/29/07	3,573,722	2/10/09
PERKY-PET	77/361,422	12/29/07	3,519,450	10/21/08
PESTCHASER	77/508,057	6/25/08	3,564,574	1/20/09
QUICK KILL	77/798,045	8/5/09	N/A	N/A
STAKE IT EASY	77/438,380	4/2/08	3,588,731	3/10/09
TAKING BACK NEIGHBORHOODS ONE YARD AT A TIME	77/423,883	3/17/08	3,617,216	5/5/09
VICTOR	78/981,077	2/13/06	3,683,233	9/15/09
VICTOR FAST-KILL	77/019,684	10/12/06	3,609,156	4/21/09
AVANT GARDEN	77/950,353	3/4/10	N/A	N/A
AVANT GARDEN	77/950,363	3/4/10	N/A	N/A
GARDENER'S BLUE RIBBON	77/950,325	3/4/10	N/A	N/A
GARDNER'S BLUE RIBBON	77/950,339	3/4/10	N/A	N/A
SNAKE SHIELD	77/831,250	9/21/09	N/A	N/A
VICTOR SNAP N'SEAL	77/686,623	3/9/09	N/A	N/A
ENDALL	77/689,638	3/12/09	N/A	N/A
DR. T'S	77/683,647	3/4/09	N/A	N/A

Trademark Release and Reassignment (Woodstream 2010)

RECORDED: 06/16/2015

TRADEMARK REEL: 005553 FRAME: 0223