

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safer, Inc.		06/21/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as collateral agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 21

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:	1243034	GRASS PATCH
Registration Number:	1681698	RESTORE
Registration Number:	1049315	RESTORE
Registration Number:	1752093	RINGER
Registration Number:	1445809	RINGER
Registration Number:	2793997	SAFER
Registration Number:	1508698	SAFER
Registration Number:	1534947	SAFER

OP \$540.00 3171074

Property Type	Number	Word Mark
Registration Number:	2812229	STICKY STAKES
Registration Number:	2857263	THE PANTRY PEST
Registration Number:	2674701	WEED PREVENTION PLUS

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 040896-0069

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 07/24/2017

Total Attachments: 6

source=Woodstream - Trademark Security Agreement (Safer Inc.) Executed#page1.tif

source=Woodstream - Trademark Security Agreement (Safer Inc.) Executed#page2.tif

source=Woodstream - Trademark Security Agreement (Safer Inc.) Executed#page3.tif

source=Woodstream - Trademark Security Agreement (Safer Inc.) Executed#page4.tif

source=Woodstream - Trademark Security Agreement (Safer Inc.) Executed#page5.tif

source=Woodstream - Trademark Security Agreement (Safer Inc.) Executed#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2017 (this "Trademark Security Agreement"), is made by Safer, Inc., a Delaware corporation (the "Grantor"), in favor of Ares Capital Corporation (in its individual capacity, "Ares"), 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 June 21, 2017 (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, Ares, as administrative agent, collateral agent, and revolver agent for the Lenders and Ares Capital Management LLC and Varagon Capital Partners L.P. as joint lead arrangers and joint bookrunners, 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, the Grantor is party to a Guarantee and Collateral Agreement, dated as of June 21, 2017, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

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

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby grants to the 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 (collectively, the "Trademark Collateral"):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and

e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

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 with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. 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 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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 New York.

- 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: Andrew Church

Title: Chief Financial Officer and Secretary


ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: Mitchell Goldstein
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO. REG. DATE	GRANTOR
3-IN-1 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.
GRASS PATCH	US	73/242310 12/10/1979	1243034 6/21/1983	SAFER, INC.
RESTORE	US	74/107030 10/17/1990	1681698 4/7/1992	SAFER, INC.
RESTORE	US	73/050988 4/30/1975	1049315 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.

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO REG. DATE	GRANTOR
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.
WEED PREVENTION PLUS	US	76/374447 2/25/2002	2674701 1/14/2003	SAFER, INC.