

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436363

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Woodstream Corporation		06/21/2017	Corporation: PENNSYLVANIA

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: 87

Property Type	Number	Word Mark
Registration Number:	2744731	BIRDSCAPES
Registration Number:	2845750	CARING CONTROL FOR PETS AND WILDLIFE
Registration Number:	2755429	CARING CONTROL FOR PETS AND WILDLIFE
Registration Number:	3432345	DEFENCE BY HAVAHART CARING CONTROL FOR P
Registration Number:	3854493	DR. T'S
Registration Number:	2366461	DR. T'S NATURE PRODUCTS
Registration Number:	2975244	DR. T'S NATURE PRODUCTS THE REPELLENT CO
Registration Number:	0554714	EASY SET
Registration Number:	3558010	FAST-KILL
Registration Number:	2977189	FATAL ATTRACTION FOR MOSQUITOES
Registration Number:	1260835	FIDO-SHOCK
Registration Number:	3943396	FI-SHOCK
Registration Number:	2461028	FLY MAGNET
Registration Number:	2181508	FORTRESS
Registration Number:	2232115	GARDENSONG
Registration Number:	2494915	HAVAHART
Registration Number:	2425890	HAVAHART
Registration Number:	2588744	HAVAHART

OP \$2190.00 2744731

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1332832	HAVAHART
Registration Number:	0622813	HAVAHART
Registration Number:	2793833	HAVAHART
Registration Number:	4279910	HAVAHART SPRAY AWAY
Registration Number:	0538002	HOLD FAST
Registration Number:	3067589	HOURGLASS
Registration Number:	4743936	HUMMERBAR
Registration Number:	3620788	INDEPENDENCE
Registration Number:	4333884	IS IRON STOP
Registration Number:	2109287	LITTER RIDDER
Registration Number:	3175264	LUREX3
Registration Number:	4968848	M
Registration Number:	2074260	MAGNET
Registration Number:	3242111	MOLE OUT
Registration Number:	2433595	MOSQUITO MAGNET
Registration Number:	5071379	MOSQUITO MAGNET
Registration Number:	3008321	M MOSQUITO MAGNET
Registration Number:	3008322	M MOSQUITO MAGNET
Registration Number:	4659995	MOSQUITO MORGUE
Registration Number:	4130169	MOSQUITO MORGUE
Registration Number:	3577810	MULTI-KILL
Registration Number:	3573722	MULTI-KILL
Registration Number:	4801117	NITROPLUS
Registration Number:	2355291	NO/NO
Registration Number:	1748552	OPUS
Registration Number:	1681859	OPUS
Registration Number:	1232496	OUT O'SIGHT
Registration Number:	3519450	PERKY-PET
Registration Number:	3240372	PERKY-PET
Registration Number:	1642105	PERKY-PET BRAND
Registration Number:	3564574	PESTCHASER
Registration Number:	2896885	POISON-FREE
Registration Number:	2896736	POISON-FREE
Registration Number:	2778793	POISON-FREE
Registration Number:	2303045	POISON-FREE
Registration Number:	4340347	QUICK KILL
Registration Number:	3556117	RAT ZAPPER
Registration Number:	3299718	

Property Type	Number	Word Mark
Registration Number:	1992084	ROACH MAGNET
Registration Number:	1994162	ROACH MAGNET
Registration Number:	3076653	SELECT-A-SEED
Registration Number:	4731596	SIP & SEED
Registration Number:	3842940	SNAKE SHIELD
Registration Number:	2314466	SNAKE- A-WAY
Registration Number:	4862678	SQUIRREL STUMPER
Registration Number:	2422472	SURE-LOCK
Registration Number:	3617216	TAKING BACK NEIGHBORHOODS ONE YARD AT A
Registration Number:	3225605	THE POWER TOOL FOR RODENT CONTROL
Registration Number:	1073191	TIN CAT
Registration Number:	0536692	TRUMP
Registration Number:	2066815	UPSIDE DOWN
Registration Number:	2715689	V
Registration Number:	0076332	V
Registration Number:	3193095	V
Registration Number:	1026787	V
Registration Number:	2809905	VICTOR
Registration Number:	1987184	VICTOR
Registration Number:	0912122	VICTOR
Registration Number:	0065538	VICTOR
Registration Number:	3193093	VICTOR
Registration Number:	1283393	VICTOR
Registration Number:	1253638	VICTOR
Registration Number:	3609156	VICTOR FAST-KILL
Registration Number:	2781264	VICTOR POISON-FREE
Registration Number:	2290040	VICTOR POISON-FREE
Registration Number:	3754782	VICTOR
Registration Number:	3683233	VICTOR
Registration Number:	3445201	W WOODSTREAM
Registration Number:	3445202	WOODSTREAM

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

TRADEMARK

REEL: 006112 FRAME: 0680

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: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2017 (this "Trademark Security Agreement"), is made by Woodstream Corporation, a Pennsylvania 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.

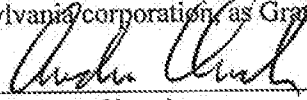
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- 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,

WOODSTREAM CORPORATION,
a Pennsylvania 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






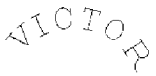

Trademark Registrations and Applications






TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO. REG. DATE	GRANTOR
BIRDSCAPES	US	76/975488 5/2/2001	2744731 7/29/2003	WOODSTREAM CORPORATION
CARING CONTROL FOR PETS AND WILDLIFE	US	76/399796 4/24/2002	2845750 5/25/2004	WOODSTREAM CORPORATION
CARING CONTROL FOR PETS AND WILDLIFE	US	76/399789 4/24/2002	2755429 8/26/2003	WOODSTREAM CORPORATION
DEFENCE AND DESIGN 	US	77/161646 4/20/2007	3432345 5/20/2008	WOODSTREAM CORPORATION
DR. T'S	US	77/683647 3/4/2009	3854493 9/28/2010	WOODSTREAM CORPORATION
DR. T'S NATURE PRODUCTS	US	75/798371 9/13/1999	2366461 7/11/2000	WOODSTREAM CORPORATION
DR. T'S NATURE PRODUCTS AND DESIGN 	US	76/539529 8/22/2003	2975244 7/26/2005	WOODSTREAM CORPORATION
EASY SET	US	71/606646 11/20/1950	0554714 2/12/1952	WOODSTREAM CORPORATION
FASTKILL	US	77/019707 10/12/2006	3558010 1/6/2009	WOODSTREAM CORPORATION
FATAL ATTRACTION FOR MOSQUITOS	US	76/487933 2/6/2003	2977189 7/26/2005	WOODSTREAM CORPORATION
FIDOSHOCK	US	73/365534 5/20/1982	1260835 12/13/1983	WOODSTREAM CORPORATION
FISHOCK	US	85/058455 6/9/2010	3943396 4/12/2011	WOODSTREAM CORPORATION
FLY MAGNET	US	75/793335 9/7/1999	2461028 6/19/2001	WOODSTREAM CORPORATION
FORTRESS	US	75/256745 3/13/1997	2181508 8/11/1998	WOODSTREAM CORPORATION
GARDENSONG	US	75/433142 2/12/1998	2232115 3/16/1999	WOODSTREAM CORPORATION
HAVAHAART	US	75/784989 8/26/1999	2494915 10/2/2001	WOODSTREAM CORPORATION

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO REG. DATE	GRANTOR
HAVAHART	US	75/979919 4/9/1998	2425890 1/30/2001	WOODSTREAM CORPORATION
HAVAHART	US	75/465132 4/9/1998	2588744 7/2/2002	WOODSTREAM CORPORATION
HAVAHART	US	73/448234 10/17/1983	1332832 4/30/1985	WOODSTREAM CORPORATION
HAVAHART	US	71/687746 5/18/1955	0622813 3/6/1956	WOODSTREAM CORPORATION
HAVAHART AND DESIGN 	US	76/399899 4/24/2002	2793833 12/16/2003	WOODSTREAM CORPORATION
HAVAHART SPRAY AWAY	US	85/665426 6/29/2012	4279910 1/22/2013	WOODSTREAM CORPORATION
HOLD FAST	US	71/555473 4/24/1948	0538002 2/20/1951	WOODSTREAM CORPORATION
HOURLASS	US	78/472254 8/24/2004	3067589 3/14/2006	WOODSTREAM CORPORATION
HUMMERBAR	US	85/584124 3/29/2012	4743936 5/26/2015	WOODSTREAM CORPORATION
INDEPENDENCE	US	77/522748 7/15/2008	3620788 5/12/2009	WOODSTREAM CORPORATION
IS IRON STOP AND DESIGN 	US	85/638739 5/30/2012	4333884 5/14/2013	WOODSTREAM CORPORATION
LITTER RIDDER		75235097 2/3/1997	2109287 10/28/1997	WOODSTREAM CORPORATION
LUREX3 (STYLIZED) 	US	78/586543 3/14/2005	3175264 11/21/2008	WOODSTREAM CORPORATION
(M) DESIGN 	US	86/819196 11/13/2015	4968848 5/31/2016	WOODSTREAM CORPORATION
MAGNET	US	74/633110 2/13/1995	2074260 6/24/1997	WOODSTREAM CORPORATION
MOLE OUT	US	78/928638 7/13/2006	3242111 5/15/2007	WOODSTREAM CORPORATION
MOSQUITO MAGNET	US	76/011310 3/28/2000	2433595 3/6/2001	WOODSTREAM CORPORATION
MOSQUITO MAGNET	US	86/779297 10/6/2015	5071379 11/1/2016	WOODSTREAM CORPORATION

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO. REG. DATE	GRANTOR
MOSQUITO MAGNET AND DESIGN 	US	76/582855 3/24/2004	3008321 10/25/2005	WOODSTREAM CORPORATION
MOSQUITO MAGNET AND DESIGN 	US	76/582856 3/24/2004	3008322 10/25/2005	WOODSTREAM CORPORATION
MOSQUITO MORGUE	US	85/628379 5/17/2012	4659995 12/23/2014	WOODSTREAM CORPORATION
MOSQUITO MORGUE	US	78/884643 5/16/2006	4130169 4/24/2012	WOODSTREAM CORPORATION
MULTIKILL	US	77/476575 5/16/2008	3577810 2/17/2009	WOODSTREAM CORPORATION
MULTIKILL	US	77/361455 12/29/2007	3573722 2/10/2009	WOODSTREAM CORPORATION
NITROPLUS	US	86/397682 9/17/2014	4801117 8/25/2015	WOODSTREAM CORPORATION
NO/NO	US	75/776397 8/16/1999	2355291 6/6/2000	WOODSTREAM CORPORATION
OPUS	US	74/209637 4/5/1991	1748552 1/26/1993	WOODSTREAM CORPORATION
OPUS	US	74/154524 4/5/1991	1681859 4/7/1992	WOODSTREAM CORPORATION
OUT O'SIGHT	US	73/351671 2/24/1982	1232496 3/29/1983	WOODSTREAM CORPORATION
PERKY-PET	US	77/361442 12/29/2007	3519450 10/21/2008	WOODSTREAM CORPORATION
PERKY-PET AND DESIGN 	US	87/258774 12/6/2016 Intent to Use		WOODSTREAM CORPORATION
PERKY-PET AND DESIGN 	US	78/415716 5/10/2004	3240372 5/8/2007	WOODSTREAM CORPORATION
PERKY-PET BRAND AND DESIGN 	US	74/065564 6/4/1990	1642105 4/23/1991	WOODSTREAM CORPORATION
PESTCHASER	US	77/508057 6/25/2008	3564574 1/20/2009	WOODSTREAM CORPORATION

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO. REG. DATE	GRANTOR
POISON-FREE	US	76/543404 9/8/2003	2896885 10/26/2004	WOODSTREAM CORPORATION
POISON-FREE	US	76/515316 5/19/2003	2896736 10/26/2004	WOODSTREAM CORPORATION
POISON-FREE	US	76/377554 3/4/2002	2778793 10/28/2003	WOODSTREAM CORPORATION
POISON-FREE	US	75/555422 9/18/1998	2303045 12/21/1999	WOODSTREAM CORPORATION
QUICK KILL	US	77/798045 8/5/2009	4340347 5/28/2013	WOODSTREAM CORPORATION
RAT ZAPPER	US	77/324978 11/8/2007	3556117 1/6/2009	WOODSTREAM CORPORATION
(RAT ZAPPER) DESIGN 	US	78/791949 1/14/2006	3299718 9/25/2007	WOODSTREAM CORPORATION
ROACH MAGNET	US	74/612818 12/19/1994	1992084 8/6/1996	WOODSTREAM CORPORATION
ROACH MAGNET (STYLIZED) 	US	74/612819 12/19/1994	1994162 8/13/1996	WOODSTREAM CORPORATION
SELECT-A-SEED	US	78/607801 4/13/2005	3076653 4/4/2006	WOODSTREAM CORPORATION
SIP & SEED	US	86/442642 11/3/2014	4731596 5/5/2015	WOODSTREAM CORPORATION
SMART-KILL	US	87/438225 5/5/2017 Intent to Use		WOODSTREAM CORPORATION
SNAKE SHIELD AND DESIGN 	US	77/831250 9/21/2009	3842940 8/31/2010	WOODSTREAM CORPORATION
SNAKE-A-WAY	US	75/627533 1/25/1999	2314466 2/1/2000	WOODSTREAM CORPORATION
SQUIRREL STUMPER	US	86/594062 4/10/2015	4862678 12/1/2015	WOODSTREAM CORPORATION
SURELOCK	US	75/353169 9/8/1997	2422472 1/23/2001	WOODSTREAM CORPORATION
TAKING BACK NEIGHBORHOODS ONE YARD AT A TIME	US	77/423883 3/17/2008	3617216 5/5/2009	WOODSTREAM CORPORATION
THE POWER TOOL FOR RODENT CONTROL	US	78/466811 8/12/2004	3225605 4/3/2007	WOODSTREAM CORPORATION

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO REG. DATE	GRANTOR
TIN CAT	US	73/108075 11/29/1976	1073191 9/13/1977	WOODSTREAM CORPORATION
TRUMP (STYLIZED) 	US	71/587576 8/20/1949	0536692 1/16/1951	WOODSTREAM CORPORATION
UPSIDE DOWN	US	75/084936 4/8/1996	2066815 6/3/1997	WOODSTREAM CORPORATION
V	US	76/435976 7/29/2002	2715689 5/13/2003	WOODSTREAM CORPORATION
V (STYLIZED) 	US	71/044025 8/7/1909	0076332 1/4/1910	WOODSTREAM CORPORATION
V AND DESIGN 	US	87/443851 5/10/2017 Intent to Use		WOODSTREAM CORPORATION
V AND DESIGN 	US	78/813788 2/13/2006	3193095 1/2/2007	WOODSTREAM CORPORATION
V DESIGN 	US	73/024845 6/20/1974	1026787 12/9/1975	WOODSTREAM CORPORATION
VICTOR	US	87/438245 5/5/2017 Intent to Use		WOODSTREAM CORPORATION
VICTOR	US	76/436082 7/29/2002	2809905 2/3/2004	WOODSTREAM CORPORATION
VICTOR	US	74/713937 8/10/1995	1987184 7/16/1996	WOODSTREAM CORPORATION
VICTOR	US	72/318480 2/5/1969	0912122 6/8/1971	WOODSTREAM CORPORATION
VICTOR (STYLIZED) 	US	71/019863 5/25/1906	0065538 10/8/1907	WOODSTREAM CORPORATION
VICTOR AND DESIGN 	US	78/813761 2/13/2006	3193093 1/2/2007	WOODSTREAM CORPORATION

TRADEMARK	COUNTRY	APPL. NO. FILING DATE	REG. NO. REG. DATE	GRANTOR
VICTOR AND DESIGN 	US	73/423709 4/29/1983	1283393 6/26/1984	WOODSTREAM CORPORATION
VICTOR AND DESIGN 	US	73/359604 4/13/1982	1253638 10/11/1983	WOODSTREAM CORPORATION
VICTOR FASTKILL	US	77/019684 10/12/2006	3609156 4/21/2009	WOODSTREAM CORPORATION
VICTOR POISONFREE	US	76/377940 3/4/2002	2781264 11/11/2003	WOODSTREAM CORPORATION
VICTOR POISONFREE	US	75/509084 6/25/1998	2290040 11/2/1999	WOODSTREAM CORPORATION
VICTOR TRADE DRESS DESIGN 	US	78/813724 2/13/2006	3754782 3/2/2010	WOODSTREAM CORPORATION
VICTOR TRADE DRESS DESIGN 	US	78/981077 2/13/2006	3683233 9/15/2009	WOODSTREAM CORPORATION
W WOODSTREAM AND DESIGN 	US	78/814141 2/14/2006	3445201 6/10/2008	WOODSTREAM CORPORATION
WOODSTREAM	US	78/814238 2/14/2006	3445202 6/10/2008	WOODSTREAM CORPORATION