

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
United Pet Group, Inc.		01/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	City Place One, 185 Asylum Street
Internal Address:	35th Floor
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3114883	GRAND OPENINGS II
Registration Number:	3951116	BECAUSE SHED HAPPENS
Registration Number:	4081528	FUR DRY
Registration Number:	3850657	FURGOPET
Registration Number:	2965342	FURMINATOR
Registration Number:	3238141	FURMINATOR
Registration Number:	3594552	FURMINATOR SHED-LESS TREATMENT
Registration Number:	3436938	LOVE YOUR PET, HATE THE SHEDDING?
Registration Number:	3974270	MY FURST
Registration Number:	3544400	
Registration Number:	4016939	YOU'VE GOT TO BE SHEDDING ME
Registration Number:	1210332	MASTERMIND
Registration Number:	0973277	

CH \$490.00 3114883

Registration Number:	1658919	SNACKSTER
Registration Number:	0889665	TOASTMASTER
Serial Number:	85346589	FUR FLEX
Serial Number:	85390653	FUREJECTOR
Serial Number:	77545253	FURGOCAT
Serial Number:	77545289	FURGODOG

CORRESPONDENCE DATA

Fax Number: (404)522-8409

Phone: 404-420-5527

Email: rjk@phrd.com

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

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-72
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	02/24/2012

Total Attachments: 5

source=Trademark Security Agreement (BoA)#page1.tif

source=Trademark Security Agreement (BoA)#page2.tif

source=Trademark Security Agreement (BoA)#page3.tif

source=Trademark Security Agreement (BoA)#page4.tif

source=Trademark Security Agreement (BoA)#page5.tif

Execution Copy
January 31, 2012

TRADEMARK SECURITY AGREEMENT
**(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of January 31, 2012, by the party named as a Grantor on the signature pages hereto ("Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as collateral agent and administrative agent (together with its successors and assigns in such capacity, "Agent") for various financial institutions ("Lenders") party from time to time to the Loan Agreement (as defined below).

Recitals:

WHEREAS, Spectrum Brands, Inc. ("SBI"), Grantor, and certain of their subsidiaries and affiliates are party with Agent, Lenders, and certain other parties thereto to that certain Loan and Security Agreement dated as of June 16, 2010 (as amended, supplemented, modified or refinanced from time to time in accordance with the terms of the ABL Intercreditor Agreement, the "Loan Agreement"); and

WHEREAS, Agent and Lenders are willing to make loans and other financial accommodations to Borrowers (as such term is defined in the Loan Agreement), including Grantor, from time to time pursuant to the terms of the Loan Agreement, provided that Grantor executes this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Agent, for the benefit of the Secured Parties, and to secure the Obligations (as such term is defined in the Loan Agreement), 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 now owned or existing or hereafter acquired or arising:

(i) each trademark owned by Grantor, including, without limitation, each trademark registration or application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark, provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each trademark license to which such Grantor is a party, including, without limitation, each trademark license recorded with the U.S. Patent and Trademark Office identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of Grantor under any trademark license (including, without limitation, any trademark license recorded with the U.S. Patent and Trademark Office identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Grantor irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in Agent's name, from time to time, in Agent's discretion, so long as any Event of Default (as such term is defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Loan Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

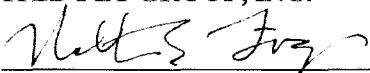
The foregoing security interest is granted in conjunction with the security interests granted by Grantor to Agent pursuant to the Loan Agreement. Grantor acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed and delivered by its duly authorized representative on the day and year first above written.

GRANTOR:

UNITED PET GROUP, INC.

By: 

Name: NATHAN FAGKE

Title: VICE PRESIDENT & SECRETARY

Accepted:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Lisa Freeman

Title: Senior Vice President

Schedule 1 to Trademark Security Agreement

UNITED PET GROUP, INC.

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Reg. Date
Grand Openings II	3114883	11-Jul-06
BECAUSE SHED HAPPENS	3951116	26-Apr-11
FUR DRY	4081528	3-Jan-12
FURGOPET	3850657	21-Sep-10
FURMINATOR	2965342	5-Jul-05
FURminator (stylized and/or with design)	3238141	1-May-07
FURMINATOR SHED-LESS TREATMENT	3594552	24-Mar-09
LOVE YOUR PET, HATE THE SHEDDING?	3436938	27-May-08
MY FURST	3974270	7-Jun-11
PAW Design (Stylized and/ or Design)	3544400	9-Dec-08
YOU'VE GOT TO BE SHEDDING ME	4016939	23-Aug-11
Mastermind	1210332	28-Sep-82
Misc. Design (Triple loop)	973277	20-Nov-73
Snackster	1658919	1-Oct-91
Toastmaster	889665	21-Apr-70

U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
FUR FLEX	85/346589	15-Jun-11
FUREJECTOR	85/390653	5-Aug-11
FURGOCAT	77/545253	12-Aug-08
FURGODOG	77/545289	12-Aug-08

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
--------------------------	----------------------------------	--------------------------	-----------------------

None.