

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Pet Group, Inc.		01/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	7000 CENTRAL PARKWAY NE		
Internal Address:	SUITE 550		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National 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		

Registration Number:	1658919	SNACKSTER
Registration Number:	889665	TOASTMASTER
Serial Number:	85346589	FUR FLEX
Serial Number:	85390653	FUREJECTOR
Serial Number:	77545253	FURGO CAT
Serial Number:	77545289	FURGODOG

CORRESPONDENCE DATA

Fax Number: (212)492-0754
 Email: ashevell@paulweiss.com, aashville@paulweiss.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Adam Shevell
 Address Line 1: Paul, Weiss, Rifkind, Wharton & Garrison
 Address Line 2: 1285 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19440-005
NAME OF SUBMITTER:	Adam Shevell
Signature:	/A. Shevell/
Date:	02/28/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

WHEREAS, United Pet Group, Inc., a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, SPECTRUM BRANDS, INC., a Delaware corporation (the “**Company**”), SB/RH HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the Term Lenders party thereto, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (the “**Term Loan Agent**”) are parties to a Credit 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 “**Term Loan Credit Agreement**”); and

WHEREAS, the Company, the Guarantors party thereto and US Bank, National Association, as indenture trustee (the “**Senior Indenture Trustee**”) are parties to the Senior Secured Note Indenture dated as of June 16, 2010, pursuant to which the Company will issue its 9.50% Senior Secured Notes due 2018;

WHEREAS, the Company, Holdings, the other Grantors party thereto, the Term Loan Agent, the Senior Indenture Trustee and Wells Fargo Bank, National Association, as collateral trustee (the “**Collateral Trustee**”) are parties to a Collateral Trust Agreement dated as of June 16, 2010, pursuant to which the Collateral Trustee has been appointed by the Term Loan Agent on behalf of the Term Lenders and the Senior Indenture Trustee on behalf of the Senior Noteholders, and the Collateral Trustee has agreed, to hold and administer the Liens granted pursuant to the Security Documents for the ratable benefit of all of the Secured Parties on a *pari passu* basis;

WHEREAS, pursuant to a Security Agreement dated as of June 16, 2010 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Company, Holdings, the other Grantors party thereto and the Collateral Trustee, the Grantor has secured the Secured Obligations by granting to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Collateral Trustee, to secure the Secured Obligations, a continuing security interest in all of the 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 (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and 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 (as defined in the Security Agreement) to which the 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 the 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 the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the 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.

The Grantor irrevocably constitutes and appoints the Collateral Trustee 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 the Grantor or in the Collateral Trustee's name, from time to time, in the Collateral Trustee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the 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 Trademark Security Agreement and to accomplish the purposes hereof.

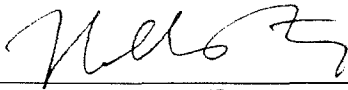
Except to the extent expressly permitted in the Security Agreement or the Term Loan Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Collateral Trustee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31st day of January, 2012.

UNITED PET GROUP, INC.

By: 
Name: NATHAN FABRE
Title: VICE PRESIDENT & SECRETARY

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Trustee

By: STEFAN VICTORY
Name: STEFAN VICTORY
Title: 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
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None.