

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323371

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPECTRUM BRANDS, INC.		10/30/2014	CORPORATION: DELAWARE
UNITED PET GROUP, INC.		10/30/2014	CORPORATION: DELAWARE
KWIKSET CORPORATION		10/30/2014	CORPORATION: DELAWARE
NATIONAL MANUFACTURING CO.		10/30/2014	CORPORATION: ILLINOIS
UNITED INDUSTRIES CORPORATION		10/30/2014	CORPORATION: DELAWARE
PRICE PFISTER, INC.		10/30/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	7000 CENTRAL PARKWAY, SUITE 550
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	86276606	BEARD BOSS
Serial Number:	86275441	DINGO
Serial Number:	86366998	ICONNECT
Serial Number:	86338410	JUICEMAN
Serial Number:	86238833	KOOKAMUNGA
Serial Number:	86383725	LOSE THE FAT! NOT THE TASTE.
Serial Number:	86251590	NATURE'S MIRACLE
Serial Number:	76523194	POOP PATROL
Serial Number:	72430068	REMINGTON
Serial Number:	86338909	WET2
Serial Number:	86398611	TELL MANUFACTURING
Serial Number:	86398615	TELL MANUFACTURING, INC.
Serial Number:	86398621	TELL HOLDINGS
Serial Number:	86398624	TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86398626	SPARTAN
Serial Number:	86398629	VIKING
Serial Number:	86398633	TELSTAR
Serial Number:	86398635	TIOGA
Serial Number:	86384311	NATIONAL HARDWARE
Serial Number:	73405738	PRICE PFISTER
Serial Number:	86354167	ACCUSHOT
Serial Number:	86088506	BITE MD
Serial Number:	86353985	BLACK FLAG
Serial Number:	86306302	CUTTER
Serial Number:	86088498	CUTTER
Serial Number:	86354091	ECOLOGIC
Serial Number:	86341948	GARDEN SAFE
Serial Number:	86354081	LIQUID FENCE
Serial Number:	86354045	LIQUID FENCE
Serial Number:	86378579	LIQUID FENCE
Serial Number:	86068181	SUDDEN DEATH

CORRESPONDENCE DATA

Fax Number: 6123336798

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: 612-333-2111

Email: trademarks-mi@btlaw.com

Correspondent Name: Barnes & Thornburg LLP

Address Line 1: 225 South Sixth Street, Suite 2800

Address Line 4: Minneapolis, MINNESOTA 55402-4662

ATTORNEY DOCKET NUMBER:	54569-71
NAME OF SUBMITTER:	Kerry R. Thompson - Ind. Cont. Paralegal
SIGNATURE:	/Kerry R. Thompson/
DATE SIGNED:	11/17/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Spectrum Brands, Inc. (the "**Company**"), United Industries Corporation, Kwikset Corporation, Price Pfister, Inc., and United Pet Group, Inc., each a Delaware corporation, (each herein referred to as a "**Grantor**"), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Company, SB/RH Holdings, LLC ("**Holdings**"), Spectrum Brands Canada, Inc., the lenders party thereto, and Deutsche Bank AG New York Branch, as administrative agent (the "**Additional Authorized Representative**") are parties to a Credit Agreement dated as of December 17, 2012 (as amended, supplemented, modified or Refinanced from time to time in accordance with the terms of the ABL Intercreditor Agreement, the "**Additional Secured Debt Facility**");

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 issued its 9.50% Senior Secured Notes due 2018;

WHEREAS, the Company, Holdings, Grantors, other parties thereto, the Additional Authorized Representative, 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 Additional Authorized Representative on behalf of the lenders under the Additional Secured Debt Facility and the Senior Indenture Trustee on behalf of the Senior Noteholders (as defined in the Security Agreement described more fully below and as shall be the case for all capitalized terms used but not otherwise defined herein), 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 the 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 Grantors, other grantors party thereto and the Collateral Trustee, each 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 such Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Collateral Trustee, to secure the Secured Obligations, a continuing security interest in all of each 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.

Each 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 such 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 such 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.

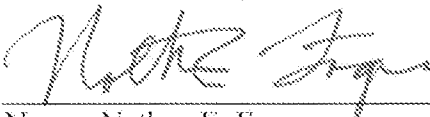
Except to the extent expressly permitted in the Security Agreement or the Additional Secured Debt Facility, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Collateral Trustee pursuant to the Security Agreement. Each 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of October 30, 2014.

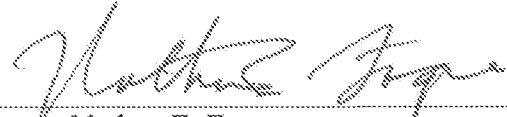
SPECTRUM BRANDS, INC.

By: 
Name: Nathan E. Fagre
Title: Director, Senior Vice President,
Secretary and General Counsel


UNITED PET GROUP, INC.

By: 
Name: Nathan E. Fagre
Title: Director, Vice President and Secretary

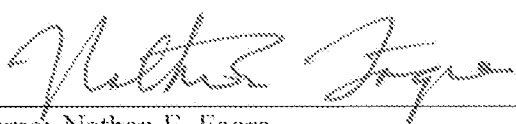
KWIKSET CORPORATION

By: 
Name: Nathan E. Fagre
Title: Director, Vice President and Secretary

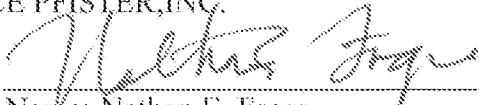
NATIONAL MANUFACTURING CO.

By: 
Name: Nathan E. Fagre
Title: Director, Vice President and Secretary

UNITED INDUSTRIES CORPORATION

By: 
Name: Nathan E. Fagre
Title: Director, Vice President and Assistant
Secretary

PRICE PFISTER, INC.

By: 

Name: Nathan E. Fagre

Title: Director, Vice President and 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**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Country	Status	Application Number	Filing Date	Reg. No	Reg. Date
Spectrum Brands, Inc.	Beard Boss	US	Published	82676606	9-May-2014		
United Pet Group, Inc.	Dingo	US	Allowed	86275441	8-May-2014		
Spectrum Brands, Inc.	Iconnect	US	Pending	86366998	14-Aug-2014		
Spectrum Brands, Inc.	Juiceman	US	Pending	86338410	16-Jul-2014		
United Pet Group, Inc.	Kookamunga	US	Published	86238833	1-Apr-2014		
Spectrum Brands, Inc.	Lose the Fat! Not the Taste.	US	Pending	86383725	3-Sep-2014		
United Pet Group, Inc.	Nature's Miracle	US	Published	86251590	14-Apr-2014		
United Pet Group, Inc.	Poop Patrol	US	Registered	76523194	16-Jun-2003	2912196	21-Dec-2004
Spectrum Brands, Inc.	Remington	US	Registered	72430068	17-Jul-1972	989674	30-Jul-1974
Spectrum Brands, Inc.	Wet2	US	Pending	86338909	16-Jul-2014		
Spectrum Brands, Inc.	Tell Manufacturing	US	Filed	86398611	18-Sep-2014		
Spectrum Brands, Inc.	Tell Manufacturing & Design (Apple)	US	Filed	86398615	18-Sep-2014		
Spectrum Brands, Inc.	Tell Holdings	US	Filed	86398621	18-Sep-2014		
Spectrum Brands, Inc.	Design (Rectangle with line & circle)	US	Filed	86398624	18-Sep-2014		
Spectrum Brands, Inc.	Spartan	US	Filed	86398626	18-Sep-2014		
Spectrum Brands, Inc.	Viking	US	Filed	86398629	18-Sep-2014		
Spectrum Brands, Inc.	Telstar	US	Filed	86398633	18-Sep-2014		
Spectrum Brands, Inc.	Tioga	US	Filed	86398635	18-Sep-2014		
National Manufacturing, Co.	National Hardware & Design (Streamer)	US	Filed	86384311	3-Sep-2014		
Price Pfister, Inc.	Price Pfister	US	Registered	73405738	13-Dec-1982	1269099	6-Mar-1984
United Industries Corporation	ACCUHOT	US	Pending	86354167	31-Jul-2014		
United Industries Corporation	BAG-A-BUG	China	Pending		16-Apr-2014		
United Industries Corporation	BAG-A-BUG	China	Pending		16-Apr-2014		
United Industries Corporation	BITE MD	US	Registered	86088506	10-Oct-2013	4521957	29-Apr-2014
United Industries Corporation	BLACK FLAG	US	Pending	86353985	31-Jul-2014		
United Industries Corporation	BLACK FLAG	Haiti	Pending		7-Apr-2014		
United Industries Corporation	CUTTER	US	Pending	86306302	11-Jun-2014		
United Industries Corporation	CUTTER	US	Registered	86088498	13-Oct-2013	4521956	29-Apr-2014
United Industries Corporation	CUTTER	US	Pending	86306302	11-Jun-2014		
United Industries Corporation	CUTTER	Uruguay	Pending		30-Apr-2014		
United Industries Corporation	ECOLOGIC	US	Pending	86354091	31-Jul-2014		
United Industries Corporation	GARDEN SAFE	US	Pending	86341948	18-Jul-2014		
United Industries Corporation	HOT SHOT	Paraguay	Registered	1309835	7-Mar-2013	397950	11-Jun-2014
United Industries Corporation	LIQUID FENCE	US	Pending	86354081	31-Jul-2014		
United Industries Corporation	LIQUID FENCE	US	Pending	86354045	31-Jul-2014		
United Industries Corporation	LIQUID FENCE	US	Pending	86378579	27-Aug-2014		
United Industries Corporation	SUDDEN DEATH	US	Registered	86068181	18-Sep-2013	4525383	6-Jun-2014