

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECTRUM BRANDS, INC.		06/24/2021	Corporation: DELAWARE
SPECTRUM BRANDS PET LLC		06/24/2021	Limited Liability Company: NEW YORK
UNITED INDUSTRIES CORPORATION		06/24/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT		
Street Address:	200 BAY STREET, 12TH FLOOR SOUTH TOWER		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4093054	OMEGA ONE	
Registration Number:	4093104	OMEGA SEA	
Registration Number:	4509232	"THE BEST FISH FOOD IN THE WORLD" CHECKT	
Registration Number:	4736731	KOI'S DELIGHT	
Registration Number:	4845398	GOOD FOR YOUR FISH. GOOD FOR YOUR PLANET	
Registration Number:	4678665	REPEL PLUS	
Serial Number:	90200979	GOOD 'N' FUN	
Serial Number:	90318028	GOOF BALLS	
Serial Number:	90478919	THE FURMINATOR ULTIMATE HAIR REDUCTION S	
Serial Number:	90514418	ONE EARTH	
Serial Number:	90217185	NH	
Serial Number:	90217191	NH	
Serial Number:	90217466	NH NATIONAL HARDWARE	
Serial Number:	90217540	NH NATIONAL HARDWARE	
Serial Number:	90227797	GEORGE TOUGH	
Serial Number:	90278844	HYDRALUXE	

OP \$890.00 4093054

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90278868	HYDRALUXE PRO
Serial Number:	90278901	HYDRALUXE
Serial Number:	90278922	HYDRALUXE PRO
Serial Number:	90332389	MAGNEPFIT
Serial Number:	90365991	MADE BY ME
Serial Number:	90498049	VIERA
Serial Number:	90536192	HALO TOUCH
Serial Number:	90536197	HALO TOUCH
Serial Number:	90154101	ECOLOGIC
Serial Number:	90182324	HARVEST SHIELD
Serial Number:	90182678	HARVEST SHIELD
Serial Number:	90212930	CUTTER
Serial Number:	90340385	BACKYARD
Serial Number:	90370157	REAL LIFE. REAL EFFECTIVE.
Serial Number:	90502311	CUTTER
Serial Number:	90502340	CUTTER
Serial Number:	90502354	C
Serial Number:	90505145	ONE SHOT. TRIPLE THREAT.
Serial Number:	90524888	

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1411093 TM
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	06/24/2021

Total Attachments: 7

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 24, 2021 (this “Agreement”), made by each of the signatories indicated hereto as a Pledgor (each a “Pledgor” and collectively, the “Pledgors”), in favor ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of June 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Spectrum Brands, Inc., a Delaware corporation (the “Lead Borrower”), each subsidiary of the Lead Borrower from time to time party thereto, SB/RH Holdings, LLC, a Delaware limited liability company, and Royal Bank of Canada, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the “Collateral Agent”). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Trademark Collateral”):

all U.S. registered and applied for Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are

more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

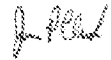
SECTION 5. *Governing Law*. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of each Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of each Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Pledgor as each Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by each Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

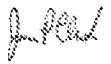
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SPECTRUM BRANDS, INC.

By: 

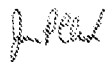
Name: Joanne P. Chomiak
Title: Senior Vice President – Tax and
Treasurer

SPECTRUM BRANDS PET LLC

By: 

Name: Joanne P. Chomiak
Title: Vice President and Treasurer

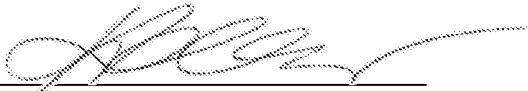
UNITED INDUSTRIES CORPORATION

By: 

Name: Joanne P. Chomiak
Title: Vice President and Treasurer

ACCEPTED AND AGREED:

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: **Helena Sadowski**
Title: **Manager, Agency**

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks owned by Spectrum Brands Pet LLC

U.S. Trademark Registrations and Applications

<u>Owner</u>	<u>Name</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Date Filed</u>
Spectrum Brands Pet LLC	OMEGA ONE	85177779	Nov. 16, 2010	4093054	Jan. 31, 2012
Spectrum Brands Pet LLC	OMEGA SEA	85194990	Dec. 10, 2010	4093104	Jan 31, 2012
Spectrum Brands Pet LLC	"THE BEST FISH FOOD IN THE WORLD" CHECK THE INGREDIENTS	85847911	Feb. 12, 2013	4509232	Apr. 8, 2014
Spectrum Brands Pet LLC	KOI'S DELIGHT	86319635	Jun. 25, 2014	4736731	May 12, 2015
Spectrum Brands Pet LLC	GOOD FOR YOUR FISH. GOOD FOR YOUR PLANET.	86577240	Mar. 26, 2015	4845398	Nov. 3, 2015
Spectrum Brands Pet LLC	GOOD 'N' FUN	90200979	Sep. 22, 2020	NONE	N/A
Spectrum Brands Pet LLC	GOOF BALLS	90318028	Nov. 13, 2020	NONE	N/A
Spectrum Brands Pet LLC	THE FURMINATOR ULTIMATE HAIR REDUCTION SYSTEM	90478919	Jan. 21, 2021	NONE	N/A
Spectrum Brands Pet LLC	ONE EARTH	90514418	Feb. 05, 2021	NONE	N/A


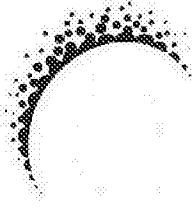
Trademarks owned by Spectrum Brands, Inc.

U.S. Trademark Registrations and Applications

<u>Owner</u>	<u>Name</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Date Filed</u>
Spectrum Brands, Inc.	SHEDLINGS	79205261	Nov. 03, 2016	5420438	Mar. 13, 2018
Spectrum Brands, Inc.	NH	90217185	Sep. 28, 2020	NONE	N/A
Spectrum Brands, Inc.	NH	90217191	Sep. 28, 2020	NONE	N/A
Spectrum Brands, Inc.	NH NATIONAL HARDWARE	90217466	Sep. 28, 2020	NONE	N/A
Spectrum Brands, Inc.	NH NATIONAL HARDWARE	90217540	Sep. 28, 2020	NONE	N/A
Spectrum Brands, Inc.	GEORGE TOUGH	90227797	Sep. 30, 2020	NONE	N/A
Spectrum Brands, Inc.	HYDRALUXE	90278844	Oct. 26, 2020	NONE	N/A
Spectrum Brands, Inc.	HYDRALUXE PRO	90278868	Oct. 26, 2020	NONE	N/A
Spectrum Brands, Inc.	HYDRALUXE	90278901	Oct. 26, 2020	NONE	N/A
Spectrum Brands, Inc.	HYDRALUXE PRO	90278922	Oct. 26, 2020	NONE	N/A
Spectrum Brands, Inc.	MAGNEPFIT	90332389	Nov. 20, 2020	NONE	N/A
Spectrum Brands, Inc.	MADE BY ME	90365991	Dec. 08, 2020	NONE	N/A
Spectrum Brands, Inc.	VIERA	90498049	Jan. 29, 2021	NONE	N/A
Spectrum Brands, Inc.	HALO TOUCH	90536192	Feb. 19, 2021	NONE	N/A
Spectrum Brands, Inc.	HALO TOUCH	90536197	Feb. 19, 2021	NONE	N/A

Trademarks owned by United Industries Corporation

U.S. Trademark Registrations and Applications

United Industries Corporation	ECOLOGIC	90154101	Sep. 02, 2020	NONE	N/A
United Industries Corporation	HARVEST SHIELD	90182324	Sep. 15, 2020	NONE	N/A
United Industries Corporation	HARVEST SHIELD	90182678	Sep. 15, 2020	NONE	N/A
United Industries Corporation	CUTTER	90212930	Sep. 26, 2020	NONE	N/A
United Industries Corporation	BACKYARD	90340385	Nov. 24, 2020	NONE	N/A
United Industries Corporation	REAL LIFE. REAL EFFECTIVE.	90370157	Dec. 09, 2020	NONE	N/A
United Industries Corporation	CUTTER	90502311	Feb. 01, 2021	NONE	N/A
United Industries Corporation	CUTTER	90502340	Feb. 01, 2021	NONE	N/A
United Industries Corporation		90502354	Feb. 01, 2021	NONE	N/A
United Industries Corporation	ONE SHOT. TRIPLE THREAT.	90505145	Feb. 02, 2021	NONE	N/A
United Industries Corporation		90524888	Feb. 11, 2021	NONE	N/A
United Industries Corporation	REPEL PLUS	86314620	Jun. 19, 2014	4678665	Jan. 27, 2015