03-03-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

2.27.03

WPC Brands, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and Address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 100 North Tryon Street

City: Charlotte State: NC Zip: 28255

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State:
☒ Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 6, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

N/A 1935772

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 521

7. Total fee (37 CFR 3.41)..... $ 540.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alexander M. Kim		February 24, 2003
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/03/2003 GTON11 00000004 1935772

01 FC:8521 40.00 OP
02 FC:8522 500.00 OP

NYDOCS04/368059.1

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Registration Numbers

1935772	1379341	2000698	1530509	2090411	2513498	1762196
2463134	2468716	1739259	2034176	1933726	2292758	1194490
1285753	2131625	1604320	1730436	1228901	2092516	1726983

NO ADDITIONAL PAGES

TRADEMARK SECURITY AGREEMENT - SHORT FORM

TRADEMARK SECURITY AGREEMENT dated December 6, 2002 made by WPC Brands, Inc., a Wisconsin corporation, having its principal place of business at 1 Repel Road, Jackson, Wisconsin 53037, (the "***Grantor***"), in favor of BANK OF AMERICA, N.A. (formerly known as NationsBank, N.A.) ("***Bank of America***"), having its principal place of business at Independence Center, 101 North Tryon Street, 15th Floor, NC1-001-15-04, Charlotte, North Carolina 28255, as the administrative agent and the collateral agent (together with any successor thereto appointed pursuant to Article VII of the Credit Agreement referred to below, the "***Grantee***") for the Lender Parties and the other Secured Parties (each as defined in the Credit Agreement).

United Industries Corporation is party to an Amended and Restated Credit Agreement dated as of March 24, 1999 (as further amended, supplemented or otherwise modified hereafter from time to time, the "***Credit Agreement***") with the banks, financial institutions and other institutional lenders from time to time party thereto, Bank of America, as Swing Line Bank and Initial Issuing Bank thereunder, Banc of America Securities LLC (formerly known as NationsBanc Montgomery Securities LLC) ("***BAS***") and Morgan Stanley Senior Funding, Inc. ("***MSSF***"), as Co-Arrangers therefor, Canadian Imperial Bank of Commerce, as Documentation Agent therefor, MSSF, as Syndication Agent thereunder, BAS, as Lead Arranger and Book Manager therefor, and the Grantee. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor and the Grantee entered into an Amended and Restated Security Agreement dated March 24, 1999 (as further amended, supplemented or otherwise modified hereafter from time to time, the "***Security Agreement***") with the other grantors party thereto, pursuant to which the Grantor has granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (the "***Trademark Collateral***") and the goodwill of the business symbolized thereby.

The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee for the ratable benefit of the Secured Parties as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.

2. The Grantor grants to the Grantee a security interest in all of its right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

WPC BRANDS, INC.

By _____

Name: Daniel Johnston

Title: Vice President

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Schedule A

Trademark[1] Name	Country	Registration Number	Registration Date
ATWATER CAREY	U.S.	blank	blank
BACKWOODS BUCK	U.S.	1,935,772	14-Nov-95
BAITMATE	U.S.	1,379,341	21-Jan-96
BUG STUFF	U.S.	2,000,698	17-Sep-96
CHLORAZENE	U.S.	1,530,509	21-Mar-89
CHLORAZENE HYDROSOL SYSTEM	U.S.	2,090,411	26-Aug-97
CLASSIC FORMULA	U.S.	2,513,498	27-Nov-01
COME OUT AND PLAY	U.S.	blank	blank
DEERHUNTERS	U.S.	1,762,196	30-Mar-93
DESTINATION OUTDOORS	U.S.	2,463,134	26-Jun-01
DESTINATION OUTDOORS OUTDOOR HEALTH and Design	U.S.	2,468,716	17-Jul-01
FAMILY FORMULA	U.S.	1,739,259	8-Dec-92
FAMILY FORMULA	U.S.	blank	blank
INSECT BLOCK	U.S.	2,034,176	28-Jan-97
LIVE	U.S.	1,933,726	7-Nov-95
NON SCENTS	U.S.	2,292,758	16-Nov-99
POTABLE AQUA	U.S.	1,194,490	27-Apr-82
POTABLE AQUA	U.S.	blank	blank
Trademark[3] Name	**Country**	**Registration Number**	**Registration Date**
POTABLE AQUA and Design	Canada	314,132	9-May-86
REPEL	U.S.	1,285,753	17-Jul-84
REPEL	U.S.	2,131,625	27-Jan-98
REPEL LEMON EUCALYPTUS	U.S.	blank	blank
SANIZENE	U.S.	1,604,320	3-Jul-90
SLEEP SCREEN	Canada	313,524	25-Apr-86
SPORTSMEN FORMULA	U.S.	1,730,436	3-Nov-92
SPORTSMEN FORMULA	U.S.	blank	blank
STING- EZE	U.S.	1,228,901	1-Mar-83
STING- EZE and Design	Canada	331,775	11-Sep-87

[1] 2 applications for Repel Natural and IPF were abandoned. The chain of title for the 3 Canadian trademarks needs to be updated.

STUFF	U.S.	2,092,516	2-Sep-97
SUN & BUG STUFF	U.S.	1,726,983	27-Oct-92

Note: Numerous trademarks have been abandoned.