

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Armor All/STP Products Company		11/05/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2558		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 65</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2532033	ALL 3 EVERY 3	
Registration Number:	2532034	ALL 3 EVERY 3	
Registration Number:	2478435	ARMOR ALL	
Registration Number:	3632703	ARMOR ALL	
Registration Number:	0986280	ARMOR ALL	
Registration Number:	1032674	ARMOR ALL	
Registration Number:	2369700	ARMOR ALL	
Registration Number:	2365600	ARMOR ALL	
Registration Number:	2338281	ARMOR ALL	
Registration Number:	2533032	ARMOR ALL	
Registration Number:	2840731	ARMOR ALL	
Registration Number:	3043112	ARMOR ALL	
Registration Number:	3482450	ARMOR ALL	
Registration Number:	3587958	ARMOR ALL	

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Registration Number:	3719074	ARMOR ALL
Registration Number:	3719363	ARMOR ALL
Registration Number:	3632833	ARMOR ALL
Registration Number:	3712956	ARMOR ALL
Registration Number:	2377957	ARMOR ALL
Registration Number:	3487108	ARMOR ALL
Registration Number:	3719333	ARMOR ALL PROFESSIONAL
Registration Number:	3732077	ARMOR ALL PROFESSIONAL
Registration Number:	2702238	CLEAN SHINE PROTECT GO
Registration Number:	2383948	DETAILER'S ADVANTAGE
Registration Number:	3190108	FIERCE SHINE
Registration Number:	3190115	FIERCE SHINE TIRE FOAM
Registration Number:	3621033	OOMP!
Registration Number:	3696634	OOMP!
Registration Number:	1097148	SON OF A GUN
Registration Number:	2099565	SON OF A GUN
Registration Number:	2686250	SON OF A GUN
Registration Number:	1770983	SON OF A GUN!
Registration Number:	0648087	STP
Registration Number:	2570964	STP
Registration Number:	2540084	STP
Registration Number:	2704259	STP
Registration Number:	3632640	STP
Registration Number:	3842262	STP
Registration Number:	3636177	STP
Registration Number:	3779025	STP
Registration Number:	3779058	STP
Registration Number:	0827102	STP
Registration Number:	0929938	STP
Registration Number:	0958574	STP
Registration Number:	1061958	STP
Registration Number:	1072497	STP
Registration Number:	1117051	STP
Registration Number:	1206873	STP
Registration Number:	1267491	STP

Registration Number:	2103468	STP
Registration Number:	3750167	STP
Registration Number:	0877292	THE RACER'S EDGE
Registration Number:	1815623	TIRE FOAM
Registration Number:	2223606	TUFF STUFF
Registration Number:	2867149	
Registration Number:	3043113	
Registration Number:	2984242	WAX-IT-DRY
Serial Number:	77477971	ARMOR ALL
Serial Number:	77481072	ARMOR ALL
Serial Number:	77541424	ARMOR ALL
Serial Number:	77469751	ARMOR ALL
Serial Number:	77598481	ARMOR ALL
Serial Number:	85094966	COOL MIST
Serial Number:	77622712	STP
Serial Number:	77883660	STP

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1537
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	11/10/2010

Total Attachments: 11  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 5, 2010 is made by The Armor All/STP Products Company, a Delaware corporation, located at 1221 Broadway, Oakland, California 94612 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for itself and the Secured Parties, parties to the Credit Agreement, dated as of November 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Viking Intermediate Inc., a Delaware corporation ("Holdings"), Viking Acquisition Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties to this Agreement (the "Lenders"), Royal Bank of Canada, as documentation agent (in such capacity, the "Documentation Agent"), Natixis NY Branch, as syndication agent (in such capacity, the "Syndication Agent"), and the Administrative Agent.

WITNESSETH:

WHEREAS, Holdings, the Borrower, the Lenders and the Administrative Agent have entered into the Credit Agreement, pursuant to which the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that, following the acquisition by the Borrower of the equity interests of Clorox Europe Ltd., The Armor All/STP Products Company and STP Products Manufacturing Company and certain other assets and liabilities, will include the Grantor;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of November 5, 2010, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the ratable benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property and Intellectual Property Licenses, including the Trademarks of such Grantor; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the ratable benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement, as applicable.

## EXECUTION COPY

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of all the Obligations.

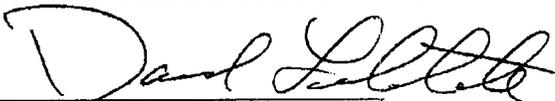
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE ARMOR ALL/STP PRODUCTS COMPANY

By: 

Name: David Lundstedt

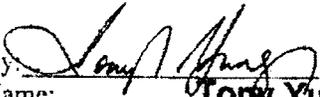
Title: President and CEO

Date:

[Signature Page to Grant of Trademark Rights by The Armor All/STP Products Company]

**TRADEMARK**  
**REEL: 004409 FRAME: 0431**

JPMORGAN CHASE BANK, N.A.

By:   
Name: **Tony Yung**  
Title: **Vice President**  
Date:

[Signature Page to Grant of Trademark Rights by The Armor All/STP Products Company]

**TRADEMARK**  
**REEL: 004409 FRAME: 0432**

ACKNOWLEDGMENT OF GRANTOR

STATE OF *New York* )  
COUNTY OF *New York* )<sup>SS</sup>

On the 4th day of November, 2010, before me personally came David Lundstedt, who is personally known to me to be the President and Chief Executive Officer of The Armor All/STP Products Company, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the President and Chief Executive Officer in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

APRIL B. ABRAMS  
Notary Public, State of New York  
No. 01AB5030907  
Qualified in Nassau County  
Commission Expires July 25, 2014

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF New York )

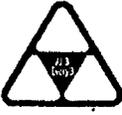
On the 17 day of January, 2010, before me personally came [redacted], who is personally known to me to be the [redacted] of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the [redacted] in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

[Signature]  
Notary Public EDELINE C. ADDERLE<sup>o</sup>

NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2011  
(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Status</u>
ALL 3 EVERY 3	76/237136 4/9/2001	2532033 1/22/2002	Registered
ALL 3 EVERY 3 AND DESIGN 	76/237148 4/9/2001	2532034 1/22/2002	Registered
ARMOR ALL	75/674479 4/5/1999	2478435 8/14/2001	Registered
ARMOR ALL	77/433252 3/27/2008	3632703 6/2/2009	Registered
ARMOR ALL	72/456135 4/30/1973	986280 6/18/1974	Registered
ARMOR ALL	73/034678 10/15/1974	1032674 2/10/1976	Registered
ARMOR ALL	75/342064 8/15/1997	2369700 7/25/2000	Registered
ARMOR ALL	75/419811 1/20/1998	2365600 7/11/2000	Registered
ARMOR ALL	75/674390 4/5/1999	2338281 4/4/2000	Registered
ARMOR ALL	76/096996 7/27/2000	2533032 1/22/2002	Registered
ARMOR ALL	76/229206 3/23/2001	2840731 5/11/2004	Registered
ARMOR ALL	76/369319 2/11/2002	3043112 1/17/2006	Registered
ARMOR ALL	78/931812 7/18/2006	3482450 8/5/2008	Registered
ARMOR ALL	77/200651 6/7/2007	3587958 3/10/2009	Registered
ARMOR ALL	77/232639 7/18/2007	3719074 12/1/2009	Registered
ARMOR ALL	77/439608 4/3/2008	3719363 12/1/2009	Registered
ARMOR ALL	77/475737 5/15/2008	3632833 6/2/2009	Registered
ARMOR ALL	77/523032 7/15/2008	3712956 11/17/2009	Registered

<u>Trademark</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Status</u>
ARMOR ALL AND DESIGN 	75/422262 1/23/1998	2377957 8/15/2000	Registered
ARMOR ALL AND DESIGN 	77/169458 4/30/2007	3487108 8/19/2008	Registered
ARMOR ALL PROFESSIONAL	77/418909 3/11/2008	3719333 12/1/2009	Registered
ARMOR ALL PROFESSIONAL AND DESIGN 	77/421446 3/13/2008	3732077 12/29/2009	Registered
CLEAN SHINE PROTECT GO	76/393307 4/8/2002	2702238 4/1/2003	Registered
DETAILER'S ADVANTAGE	75/532610 8/7/1998	2383948 9/5/2000	Registered
FIERCE SHINE	78/620896 5/2/2005	3190108 12/26/2006	Registered
FIERCE SHINE TIRE FOAM	78/623880 5/5/2005	3190115 12/26/2006	Registered
OOMPH!	78/871476 4/27/2006	3621033 9/5/2009	Registered
OOMPH! AND DESIGN 	77/473070 5/13/2008	3696634 10/13/2009	Registered
SON OF A GUN	73/152425 12/19/1977	1097148 7/25/1978	Registered
SON OF A GUN	75/200265 11/19/1996	2099565 9/23/1997	Registered
SON OF A GUN	76/398514 4/22/2002	2686250 2/11/2003	Registered
SON OF A GUN! AND 3 BAR DESIGN 	74/248335 2/21/1992	1770983 5/18/1993	Registered
STP	72/017872 10/22/1956	648087 7/9/1957	Registered
STP	76/112854 8/21/2000	2570964 5/21/2002	Registered

<u>Trademark</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Status</u>
STP	76/219547 3/5/2001	2540084 2/19/2002	Registered
STP	76/398516 4/22/2002	2704259 4/8/2003	Registered
STP	77/418758 3/11/2008	3632640 6/2/2009	Registered
STP	77/611496 11/10/2008	3842262 8/31/2010	Registered
STP AND OVAL DESIGN 	77/372375 1/15/2008	3636177 6/9/2009	Registered
STP AND OVAL DESIGN 	77/611503 11/10/2008	3779025 4/20/2010	Registered
STP AND OVAL DESIGN 	77/626903 12/4/2008	3779058 4/20/2010	Registered
STP IN OVAL 	72/244934 5/4/1966	827102 4/11/1967	Registered
STP IN OVAL 	72/369386 8/28/1970	929938 2/29/1972	Registered
STP IN OVAL 	72/400645 8/19/1971	958574 5/8/1973	Registered
STP IN OVAL 	73/097125 8/19/1976	1061958 3/29/1977	Registered
STP IN OVAL 	73/111107 12/29/1976	1072497 9/6/1977	Registered

<u>Trademark</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Status</u>
STP IN OVAL 	73/179705 7/26/1978	1117051 5/1/1979	Registered
STP IN OVAL 	73/263776 5/27/1980	1206873 9/7/1982	Registered
STP IN OVAL 	73/386671 9/20/1982	1267491 2/21/1984	Registered
STP IN OVAL 	75/187058 10/24/1996	2103468 10/7/1997	Registered
STP IN OVAL 	77/043701 11/14/2006	3750167 2/16/2010	Registered
THE RACER'S EDGE	72/307353 9/13/1968	877292 9/23/1969	Registered
TIRE FOAM	74/311684 9/8/1992	1815623 1/11/1994	Registered
TUFF STUFF	75/249002 2/27/1997	2223606 2/16/1999	Registered
VIKING DESIGN 	76/229205 3/23/2001	2867149 7/27/2004	Registered
VIKING DESIGN 	76/369553 2/12/2002	3043113 1/17/2006	Registered
WAX-IT-DRY	78/399657 4/9/2004	2984242 8/9/2005	Registered
ARMOR ALL	77/477971 5/19/2008		Pending Intent to Use
ARMOR ALL	77/481072 5/22/2008		Pending Intent to Use

<u>Trademark</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Status</u>
ARMOR ALL	77/541424 8/7/2008		Pending Intent to Use
ARMOR ALL AND DESIGN 	77/469751 5/8/2008		Pending Intent to Use
ARMOR ALL AND VIKING DESIGN 	77/598481 10/22/2008		Pending Intent to Use
COOL MIST	85/094966 7/28/2010		Pending Intent to Use
STP AND OVAL DESIGN 	77/622712 11/26/2008		Pending Intent to Use
STP AND OVAL DESIGN 	77/883660 12/1/2009		Pending Intent to Use