

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):W. Newell & Co., LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company

Citizenship: DEExecution Date(s) August 30, 2012Additional names of conveying parties attached? Yes No**2. Name and address of receiving party(ies)** Yes No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, National AssociationInternal
Address:Street Address: One Boston Place, 18th FloorCity: BostonState: MACountry: USAZip: 02108 Association Citizenship: USA General Partnership Citizenship: Limited Partnership Citizenship: Corporation Citizenship: Other ___ Citizenship:

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalbany@wolterskluwer.com**6. Total number of applications and registrations involved:**2**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00** Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed**8. Payment Information:**

a. Credit Card

Last 4 Numbers 1640Expiration Date 10/13

b. Deposit Account Number

Authorized User Name:

9. Signature:

Kareem Ansley
Signature

October 26, 2012

Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6896, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 316228

SCHEDULE A

Mark	Owner	Status	Registration/ Application No.	Registration/File Date
THE W. NEWELL ADVANTAGE	W. Newell & Co., LLC	Registered/ Active	3162281	Oct 24 2006
W. NEWELL & CO. FRESH THINKING SINCE 1937 & Design	W. Newell & Co., LLC	Registered/ Active	3118368	Jul 18 2006

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, W. NEWELL & CO., LLC, a Delaware limited liability company (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and use-based trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of August 30, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 30th day of
August, 2012.

W. NEWELL & CO., LLC, as Grantor

By: Sherry M. Smith
Name: Sherry M. Smith
Title: Vice President

Grant of Security Interest (Trademarks) - W. Newell & Co., LLC

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Grantee

By: 

Name: William Chan

Title: Director

Grant of Security Interest (Trademarks) - W. Newell & Co., LLC

RECORDED: 10/26/2012

TRADEMARK
REEL: 004894 FRAME: 0021