

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kwikset Corporation		01/17/2013	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 Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1952078	FASTAC	
Registration Number:	1823574	KWIKI	
Registration Number:	1819671	WIDGETS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	emendes@paulweiss.com, mmakover@paulweiss.com		
Correspondent Name:	Matthew S. Makover		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19440-017		
NAME OF SUBMITTER:	Matthew S. Makover		
Signature:	/Matthew S. Makover/		

Date:

02/08/2013

**Total Attachments: 6**

source=TM Security Agreement (Kwikset)#page1.tif

source=TM Security Agreement (Kwikset)#page2.tif

source=TM Security Agreement (Kwikset)#page3.tif

source=TM Security Agreement (Kwikset)#page4.tif

source=TM Security Agreement (Kwikset)#page5.tif

source=TM Security Agreement (Kwikset)#page6.tif

**TRADEMARK SECURITY AGREEMENT****(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, Kwikset Corporation, a Delaware corporation (the "**Grantor**"), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, SPECTRUM BRANDS, INC., a Delaware corporation (the "**Company**"), SB/RH HOLDINGS, LLC, a Delaware limited liability company ("**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, the 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 Collateral Trustee, and other parties thereto, who have 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 such grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, pursuant to a Security Agreement Supplement dated as of December 17, 2012 between the Grantor and the Collateral Trustee, the Grantor has become a party to the Security Agreement as additional grantors of a continuing security interest thereunder;

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

The 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 the Grantor or in the Collateral Trustee's name, from time to time, 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 the 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, the 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 the Grantor to the Collateral Trustee pursuant to the Security Agreement. The 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

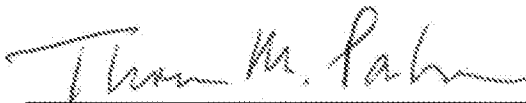
in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17th day of January, 2013.

KWIKSET CORPORATION

By: 

Thomas M. Parker  
Assistant Secretary &  
Chief Intellectual Property Counsel

{Signature Page to Trademark Security Agreement – Project Kappa}

**TRADEMARK**  
**REEL: 004958 FRAME: 0955**

Acknowledged:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Trustee

By: STEFAN VICTORY  
Name: STEFAN VICTORY  
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement – Project Kappa]

**TRADEMARK**  
**REEL: 004958 FRAME: 0956**

**Schedule 1  
to Trademark  
Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>No.</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Status</b>	<b>Owner</b>
1.	FASTAC (word)	1952078	30-Jan-1996	73-786092	13-Mar-1989	Registered	Kwikset Corporation
2.	KWIKI (word)	1823574	22-Feb-1994	74-050264	18-Apr-1990	Registered	Kwikset Corporation
3.	WIDGETS	1819671	08-Feb-1994	74272578	05-May-1992	Registered	Kwikset Corporation

**TRADEMARK LICENSES**

NONE.