

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tong Lung Metal Industry Co., Ltd.		04/08/2013	Limited Company: TAIWAN
RECEIVING PARTY DATA			
Name:	Spectrum Brands Taiwan, Inc.		
Street Address:	4F, No.200, Sec. 1, Keelung Rd.		
City:	Taipei 110		
State/Country:	TAIWAN		
Entity Type:	Limited Company: TAIWAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3489848	GRESET	
Registration Number:	1440423	E-Z-SET	
Registration Number:	3044061	EZSET	
Registration Number:	3613315	EZLOCK	
Registration Number:	3599587	EZKEY	
Registration Number:	4274289	EZ SET	
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:	mmakover@paulweiss.com, emendes@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		

CH \$165.00 3489848

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Matthew S. Makover
Signature:	/Matthew S. Makover/
Date:	04/11/2013

Total Attachments: 5

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of April 8, 2013, is made by and between Tong Lung Metal Industry Co., Ltd. (to be renamed as Stanley Security Solutions Taiwan Ltd. shortly following the execution and delivery hereof), a Taiwan limited company located at No. 62, Chung Hsiao 1st Street, Hou-Hu-Li, Chia-Yi 600, Taiwan ("Assignor") and Spectrum Brands Taiwan, Inc. (to be renamed as Tong Lung Metal Industry Co., Ltd. shortly following the execution and delivery hereof), a Taiwan limited company located at 4F, No.200, Sec. 1, Keelung Rd., Taipei 110, Taiwan ("Assignee").

### WITNESSETH:

WHEREAS, one of Assignor's and Assignee's affiliates entered into a certain Acquisition Agreement, dated as of October 8, 2012 (the "Acquisition Agreement"); and

WHEREAS, pursuant to the Acquisition Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed in Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to

perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE ACQUISITION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

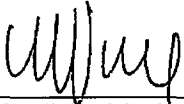
Section 1.5 General Provisions. This Assignment and the Acquisition Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Acquisition Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Acquisition Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the Acquisition Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

TONG LUNG METAL INDUSTRY CO., LTD.

By:   
Printed: Michael S. Wong  
Title: Attorney-in-fact

SPECTRUM BRANDS TAIWAN, INC.

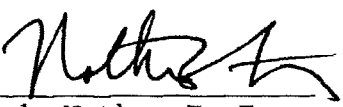
By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

[US – TLM Patent Assignment]

TONG LUNG METAL INDUSTRY CO. LTD.

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

SPECTRUM BRANDS TAIWAN, INC.

By:   
Printed: Nathan E. Fagre  
Title: President and Chairman

[US - TLM Patent Assignment]

Schedule A

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
GRESET (Stylized) <b>GRESET</b>	77-226794 July 11, 2007	3,489,848 August 19, 2008	Registered	Tong Lung Metal Industry Co. Ltd.
E-Z-SET	73-579838 February 11, 1986	1,440,423 May 26, 1987	Registered	Tong Lung Metal Industry Co. Ltd.
EZSET <b>EZSET</b>	76-622142 November 26, 2004	3,044,061 January 17, 2006	Registered	Tong Lung Metal Industry Co. Ltd.
EZLOCK (Stylized) <b>EZLOCK</b>	77-340207 November 29, 2007	3,613,315 April 28, 2009	Registered	Tong Lung Metal Industry Co. Ltd.
EZKEY (Stylized) <b>EZKEY</b>	77-340119 November 29, 2007	3,599,587 March 31, 2009	Registered	Tong Lung Metal Industry Co. Ltd.
EZ SET (Stylized)  <b>EZSET</b>	85-476301 November 18, 2011	4,274,289 January 15, 2013	Registered	Tong Lung Metal Industry Co. Ltd.