

## 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
Price Pfister, Inc.		04/10/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kwikset Corporation		
Street Address:	19701 DaVinci Lake Forest		
City:	Foothill Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92610		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3101860	PASADENA	
Registration Number:	3166419	AMHERST	
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		
NAME OF SUBMITTER:	Matthew S. Makover		
Signature:	/Matthew S. Makover/		
Date:	04/16/2013		

TRADEMARK

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of April 10, 2013, is made by and between Price Pfister, Inc. ("Assignor") and Kwikset Corporation ("Assignee").

### WITNESSETH:

WHEREAS, on December 17, 2012 (the "Assignment Date"), Assignor entered into that certain IP Contribution Agreement (the "Price Pfister IP Contribution Agreement") with Spectrum Brands, Inc. ("Spectrum"), pursuant to which Assignor purchased and accepted all of Spectrum's right title and interest in, to and under certain trademarks, including those listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks");

WHEREAS, concurrently with the execution of the Price Pfister IP Contribution Agreement, Assignee entered into that certain IP Contribution Agreement (the "Kwikset IP Contribution Agreement", and, together with the Price Pfister IP Contribution Agreement, the "IP Contribution Agreements") with Spectrum, pursuant to which Assignee purchased and accepted all of Spectrum's right title and interest in, to and under certain trademarks and trademark applications, together with reissuances, continuations, continuations-in-part, divisionals, revisions, extensions and reexaminations thereof;

WHEREAS, on the Assignment Date, Assignor entered into that certain Trademark Security Agreement (the "Security Agreement") with Wells Fargo Bank, National Association, as collateral trustee ("Collateral Trustee"), pursuant to which Assignor granted to the Collateral Trustee a continuing security interest in all of Assignor's right, title and interest in, to and under the Trademarks;

WHEREAS, Assignor and Assignee are affiliates;

WHEREAS, the Trademarks were incorrectly listed on the schedules to the Price Pfister IP Contribution Agreement and were assigned in error to Assignor on the Assignment Date, when in fact the Trademarks should have been listed on the schedules to the Kwikset IP Contribution Agreement and assigned to Assignee on the Assignment Date;

WHEREAS, pursuant to this Assignment, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in, to and under, the Trademarks for the sole purpose of correcting the prior assignments that took place on the Assignment Date and for no other consideration or purpose; and

WHEREAS, Assignor and Assignee acknowledges and agrees to the continuing existence and validity of the security interests in the Trademarks in favor of the Collateral Trustee, pursuant to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein solely for the purpose of correcting the prior assignments under the IP Contribution Agreements, 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. Assignee hereby acknowledges and agrees to the continuing existence and validity of the security interests in the Trademarks in favor of the Collateral Trustee, as collateral agent pursuant to the Security Agreement.

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 IP CONTRIBUTION AGREEMENTS, 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 IP Contribution Agreements 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. Other than as set forth herein, nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the IP Contribution Agreements (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the IP Contribution Agreements). 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]

**PRICE PFISTER, INC.**

By: Thomas M. Parker  
Thomas M. Parker  
Assistant Secretary &  
Chief Intellectual Property Counsel

**KWIKSET CORPORATION**

By: Thomas M. Parker  
Thomas M. Parker  
Assistant Secretary &  
Chief Intellectual Property Counsel

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 005007 FRAME: 0780**

## Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status
PASADENA	US Federal	78449004 July 12, 2004	3101860 June 6, 2006	06	Price Pfister, Inc.	Registered
PASADENA						
AMHERST	US Federal	78567391 February 15, 2005	3166419 October 31, 2006	06	Price Pfister, Inc.	Registered
AMHERST						