TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Armor All/STP Products Company		12/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4345751	TUFF STUFF
Registration Number:	4228867	ARMOR ALL EXTREME SHIELD WAX
Serial Number:	85723630	CUSTOM SHIELD
Serial Number:	85956723	EXTREME SHIELD
Serial Number:	85589279	ARMOR ALL QUICKSILVER
Serial Number:	85876507	OUTLAST
Serial Number:	85956538	WEATHER SHIELD
Serial Number:	85729356	GAS BOOSTER

CH $215.00 4345751

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name:	Genevieve Dorment, 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:	Genevieve Dorment
Signature:	/gd/
Date:	01/22/2014

Total Attachments: 6
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 20, 2013 is made by The Armor All/STP Products Company, a Delaware corporation, located at 44 Old Ridgebury Road, Suite 300, Danbury, CT 06810 (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 by the Amendment and Restatement, dated as of March 16, 2011, and the First Amendment, dated as of September 28, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Armored AutoGroup Intermediate Inc. (f/k/a Viking Intermediate Inc.), a Delaware corporation ("Holdings"), Armored AutoGroup Inc. (f/k/a 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.

W I T N E S S E T H:

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, includes 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.

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: Frank Jnogle
Name: Frank Jnogle
Title: Vice President
Date: December 20, 2013

JPMORGAN CHASE BANK, N.A.

By:_____
Name:
Title:
Date:

ACKNOWLEDGMENT OF GRANTOR

STATE OF Connecticut)
) ss
COUNTY OF Fairfield)

On the 20th day of December, 2013, before me personally came Frank Judge, who is personally known to me to be the Vice President of The Armor All STP Products Company, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President 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.

Nancy J Sweeney
Notary Public

NANCY J SWEENEY
Notary Public, State of Connecticut
My Commission Expires Dec. 31, 2015

(PLACE STAMP AND SEAL ABOVE)

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:
Title:
Date:

JPMORGAN CHASE BANK, N.A.

By:_____
Name:
Title:
Date:

Tony Wong
Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Application Number/Date	Registration Number/Date	Status
TUFF STUFF	85/699,916 8/9/2012	4,345,751 6/4/2013	Registered
ARMOR ALL EXTREME SHIELD WAX	85/415,765 9/6/2011	4,228,867 10/23/2012	Registered
CUSTOM SHIELD	85/723,630 9/7/2012	NA	Pending
EXTREME SHIELD	85/956,723 6/11/2013	NA	Pending
ARMOR ALL QUICKSILVER	85/589,279 4/4/2012	NA	Pending
OUTLAST	85/876,507 3/14/2013	NA	Pending
WEATHER SHIELD	85/956,538 6/11/2013	NA	Pending
GAS BOOSTER	85/729,356 9/14/2012	NA	Pending