

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
Liquid Holding Company, Inc.		03/05/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	185 Asylum Street
Internal Address:	City One Place, 35th Floor
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	85645529	BONFIRE
Registration Number:	3459889	CRIBBING ELIMINATOR
Registration Number:	3921510	ECOLOGIC
Registration Number:	4096675	ECOLOGIC
Registration Number:	4295871	ECOLOGIC
Registration Number:	3868086	ECOLOGIC APG-EM
Registration Number:	3981855	ECOLOGIC SG
Registration Number:	2934226	IT REALLY WORKS
Registration Number:	3226021	IT REALLY WORKS
Registration Number:	3490705	JUST PUMP AND SPRAY
Registration Number:	4150868	JUST PUMP AND SPRAY
Registration Number:	2208895	LIQUID FENCE
Registration Number:	4139804	LIQUID FENCE

CH \$665.00 85645529

Registration Number:	2942481	LIQUID NET
Registration Number:	2993380	LIQUID NET
Registration Number:	3510123	LIQUID NET FOR PETS
Serial Number:	85182055	PLANET APPROVED
Registration Number:	4310727	PLANET APPROVED
Registration Number:	3617520	SLAMMER
Registration Number:	3617519	SLUG SLAMMER
Registration Number:	3143411	SPEEDY GROW
Registration Number:	2980231	THE ULTIMATE INSECT REPELLENT
Registration Number:	2980232	ULTIMATE
Serial Number:	85281699	WATER-LESS
Serial Number:	85645747	X-IT
Registration Number:	3524651	YARD NET

CORRESPONDENCE DATA

Fax Number: 4045228409
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-420-5527
Email: rjk@phrd.com
Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHR&D
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-72
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ba/
Date:	03/06/2014

Total Attachments: 11
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif
source=Trademark Security Agreement#page10.tif

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

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 5, 2014, by and between the party named as a Grantor on the signature pages hereto ("Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as collateral agent and administrative agent (together with its successors and assigns in such capacity, "Agent") for various financial institutions ("Lenders") party from time to time to the Loan Agreement (as defined below).

Recitals:

WHEREAS, Spectrum Brands, Inc. (the "Company") and certain of its subsidiaries and affiliates are party with Agent, Lenders, and certain other parties thereto to that certain Loan and Security Agreement dated as of June 16, 2010 (as amended, supplemented, modified or refinanced from time to time in accordance with the terms of the ABL Intercreditor Agreement, the "Loan Agreement");

WHEREAS, the Company has acquired all of the equity interests in the Grantor and, concurrently with the execution and delivery of this Agreement, Grantor is executing a certain Joinder Agreement to Loan and Security Agreement and other Loan Documents (the "Joinder Agreement"), pursuant to which the Grantor has agreed, among other things, to join the Loan Agreement as a "Borrower" thereunder and to grant to Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in and lien upon substantially all of its assets; and

WHEREAS, Agent and Lenders are willing to make loans and other financial accommodations to Borrowers (as such term is defined in the Loan Agreement), including the Grantor, from time to time pursuant to the terms of the Loan Agreement, provided that the Grantor executes this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to Agent, for the benefit of the Secured Parties, and to secure the Obligations (as such term is defined in the Loan Agreement), a continuing security interest in all of such 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 owned by such Grantor, including, without limitation, each trademark registration or 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 to which such 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 such 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 such Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of such 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 Agent 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 such Grantor or in Agent's name, from time to time, in Agent's discretion, so long as any Event of Default (as such term is defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such 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 Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Loan Agreement, 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 Agent pursuant to the Loan Agreement. The Grantor acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

[Remainder of page intentionally left blank; signatures appear on the following pages.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed and delivered by its duly authorized representative on the day and year first above written.

GRANTOR:

LIQUID HOLDING COMPANY, INC.

By: 
Name: Michael G. Pfefferkorn
Title: Vice President and Secretary

[Signature Page to ABLTrademark Security Agreement]

TRADEMARK
REEL: 005231 FRAME: 0628

Accepted:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 

Name: **Matthew Bourgeois**

Title: Senior Vice President

{Signature Page to ABL Trademark Security Agreement}

TRADEMARK
REEL: 005231 FRAME: 0629

Schedule 1 to Trademark Security Agreement


U.S. TRADEMARK REGISTRATIONS

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
Liquid Holding Company, Inc.	BONFIRE	85/645,529 (US) 06/07/2012	ALLOWED	Herbicides
Liquid Holding Company, Inc.	CRIBBING ELIMINATOR	3,459,889 (US) 07/01/2008	REGISTERED	Preparations For Animals, Namely, An All-Natural Equine Product Which Prevents Horses In A Non-Toxic, Cruelty Free Way From Wood Chewing And Cribbing
Liquid Holding Company, Inc.	ECOLOGIC	3,921,510 (US) 02/22/2011	REGISTERED	Plant Growth Stimulants
Liquid Holding Company, Inc.	ECOLOGIC	4,096,675 (US) 02/07/2012	REGISTERED	Fertilizers
Liquid Holding Company, Inc.	ECOLOGIC	4,295,871 (US) 02/26/2013	REGISTERED	Lawn And Garden Care Products, Namely, Plant Growth Stimulants Lawn And

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
				Garden Care Products, Namely, Weed Killers
Liquid Holding Company, Inc.	ECOLOGIC APG-EM	3,868,086 (US) 10/26/2010	REGISTERED	Fertilizers
Liquid Holding Company, Inc.	ECOLOGIC SG	3,981,855 (US) 06/21/2011	REGISTERED	Turf And Ornamental Root Accelerator
Liquid Holding Company, Inc.	IT REALLY WORKS	2,934,226 (US) 03/15/2005	REGISTERED	Insect Repellent
Liquid Holding Company, Inc.	IT REALLY WORKS	3,226,021 (US) 04/03/2007	REGISTERED	Animal Repellent; Dog, Cat, Goose, Rabbit, Deer, Snake, Mole, Vole, Repellents
Liquid Holding Company, Inc.	JUST PUMP AND SPRAY	3,490,705 (US) 08/19/2008	REGISTERED	Insect Repellent, Deer Repellent, Rabbit Repellent, Sold In Spray Bottles
Liquid Holding Company, Inc.	JUST PUMP AND SPRAY	4,150,868 (US) 05/29/2012	REGISTERED	Insecticides
Liquid Holding Company,	LIQUID FENCE	79605 (United Arab Emirates)	REGISTERED	Bird And Mammal

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
Inc.		02/12/2007		Repellents
Liquid Holding Company, Inc.	LIQUID FENCE	1307720 (Australia) 07/03/2009	REGISTERED	Animal Repellents; Bird, Dog, Cat, Goose, Duck, Turkey, Rabbit, Deer, Snake, Mole, Vole, Gopher, Snail And Slug Repellents; Insect Repellents; Preparations For Animals, Namely, An All-Natural Equine Product Which Prevents Horses In A Non-Toxic, Cruelty Free Way From Wood Chewing And Cribbing; Lawn And Garden Care Products, Namely, Weed Killers
Liquid Holding Company, Inc.	LIQUID FENCE	4604526 (CTM) 06/28/2006	REGISTERED	Animal And Insect Repellents
Liquid Holding Company, Inc.	LIQUID FENCE	2397443 (United Kingdom)	REGISTERED	Animal And Insect Repellents

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
		07/21/2005		
Liquid Holding Company, Inc.	LIQUID FENCE	820130 (New Zealand) 02/25/2010	REGISTERED	Animal Repellents; Bird, Dog, Cat, Goose, Duck, Turkey, Rabbit, Deer, Snake, Mole, Vole, Gopher, Snail And Slug Repellents; Insect Repellents; Preparations For Animals, Namely, An All-Natural Equine Product Which Prevents Horses In A Non-Toxic, Cruelty Free Way From Wood Chewing And Cribbing; Lawn And Garden Care Products, Namely, Weed Killers
Liquid Holding Company, Inc.	LIQUID FENCE	2,208,895 (US) 12/08/1998	REGISTERED	Bird And Mammal Repellents
Liquid Holding Company, Inc.	LIQUID FENCE (STYLIZED AND/OR WITH DESIGN)	4,139,804 (US) 05/08/2012	REGISTERED	Animal Repellent; Dog, Cat, Goose, Rabbit,

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
				Deer And Insect Repellent
Liquid Holding Company, Inc.	LIQUID NET	79606 (United Arab Emirates) 02/12/2007	REGISTERED	Insect Repellent
Liquid Holding Company, Inc.	LIQUID NET	2,942,481 (US) 04/19/2005	REGISTERED	Insect Repellent For Mosquitos And Gnats
Liquid Holding Company, Inc.	LIQUID NET	2,993,380 (US) 09/06/2005	REGISTERED	Insect Repellent
Liquid Holding Company, Inc.	LIQUID NET FOR PETS	3,510,123 (US) 09/30/2008	REGISTERED	Insect Repellent
Liquid Holding Company, Inc.	PLANET APPROVED	85/182,055 (US) 11/22/2010	ALLOWED	Animal Repellents; Dog, Cat Goose, Rabbit, Deer, Bird, Mammal, Snake, Mole, Vole And Insect Repellents; Lawn And Garden Care Products, Namely, Weed Killers
Liquid Holding	PLANET APPROVED	4,310,727 (US)	REGISTERED	Fertilizers; Plant Growth

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
Company, Inc.		03/26/2013		Stimulants
Liquid Holding Company, Inc.	SLAMMER	3,617,520 (US) 05/05/2009	REGISTERED	Bait, Irritant, Repellant, Deterrent, Poison And Eliminator For Use Against Animals And Insects
Liquid Holding Company, Inc.	SLUG SLAMMER	3,617,519 (US) 05/05/2009	REGISTERED	Snail and slug repellant, namely, bait, irritant, deterrent, poison, and eliminator
Liquid Holding Company, Inc.	SPEEDY GROW	79604 (United Arab Emirates) 02/12/2007	REGISTERED	Plant Growth Stimulant
Liquid Holding Company, Inc.	SPEEDY GROW	3,143,411 (US) 09/12/2006	REGISTERED	Plant Growth Stimulant
Liquid Holding Company, Inc.	THE ULTIMATE INSECT REPELLENT	2,980,231 (US) 07/26/2005	REGISTERED	Insect Repellent
Liquid Holding Company, Inc.	ULTIMATE	2,980,232 (US) 07/26/2005	REGISTERED	Insect Repellent
Liquid Holding Company, Inc.	WATER-LESS	85/281,699 (US) 03/30/2011	ALLOWED	Soil Conditioning Preparations, Namely, Anti-Transpirant Soil Soak,

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
				Drench, For Plants
Liquid Holding Company, Inc.	X-IT	85/645,747 (US) 06/07/2012	ALLOWED	Insecticides And Miticides
Liquid Holding Company, Inc.	YARD NET	3,524,651 (US) 10/28/2008	REGISTERED	Insect Repellent For Yards And Outdoor Spaces

TRADEMARK LICENSES

1. License Agreement, dated as of August 23, 2013, by and between the Company Subsidiary and WellPlant, Inc.