

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:	Wells Fargo Bank, National Association
Street Address:	625 Marquette Avenue, 11th Floor
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National 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
Registration Number:	2942481	LIQUID NET

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Registration Number:	2993380	LIQUID NET
Registration Number:	3510123	LIQUID NET FOR PETS
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
Registration Number:	3524651	YARD NET
Serial Number:	85182055	PLANET APPROVED
Serial Number:	85281699	WATER-LESS
Serial Number:	85645747	X-IT

CORRESPONDENCE DATA

Fax Number: 6123336798
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 612-333-2111
Email: trademarks-mi@btlaw.com
Correspondent Name: Barnes & Thornburg LLP
Address Line 1: 225 South Sixth Street, Suite 2800
Address Line 4: Minneapolis, MINNESOTA 55402-4662

ATTORNEY DOCKET NUMBER:	54569-7
NAME OF SUBMITTER:	Kerry R. Thompson - Paralegal
Signature:	/Kerry R Thompson/
Date:	03/07/2014

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

WHEREAS, Liquid Holding Company, Inc., a Delaware corporation (herein referred to as a “**Grantor**”), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Spectrum Brands, Inc. (the “**Company**”), SB/RH Holdings, LLC (“**Holdings**”), Spectrum Brands Canada, Inc., Spectrum Brands Europe GmbH, 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 by Amendment No. 1 to Credit Agreement dated as of August 13, 2013, the New Term Loan Commitment Agreement No. 1 dated as of August 13, 2013, as amended and restated pursuant to the First Amendment and Restatement Agreement dated December 18, 2013 and as further 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, Holdings, Grantor, other parties thereto, the Additional Authorized Representative, US Bank, National Association, as indenture trustee (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 Grantor, other grantors party thereto and the Collateral Trustee, the Grantor has 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 the Grantor in, to and under the Trademark Collateral (as defined below); and

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 such 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 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 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 5th day of March, 2014.

LIQUID HOLDING COMPANY, INC.

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

[Signature Page to Trademark Security Agreement – Spectrum]

TRADEMARK
REEL: 005233 FRAME: 0030

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Trustee

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

[Signature Page to Trademark Security Agreement – Spectrum]

TRADEMARK
REEL: 005233 FRAME: 0031


**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

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 Garden Care Products, Namely, Weed Killers

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
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, Inc.	LIQUID FENCE	79605 (United Arab Emirates) 02/12/2007	REGISTERED	Bird And Mammal 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

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
				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) 07/21/2005	REGISTERED	Animal And Insect Repellents
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

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
				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, 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,

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
				Namely, Weed Killers
Liquid Holding Company, Inc.	PLANET APPROVED	4,310,727 (US) 03/26/2013	REGISTERED	Fertilizers; Plant Growth 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 repellent, 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,	WATER-LESS	85/281,699 (US)	ALLOWED	Soil Conditioning Preparations, Namely, Anti-

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
Inc.		03/30/2011		Transpirant Soil Soak, 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.