TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kwikset Corporation		04/30/2014	CORPORATION: DELAWARE
Price Pfister, Inc.		04/30/2014	CORPORATION: DELAWARE
Spectrum Brands, Inc.		04/30/2014	CORPORATION: DELAWARE
UNITED INDUSTRIES CORPORATION		04/30/2014	CORPORATION: DELAWARE
United Pet Group, Inc.		04/30/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	7000 CENTRAL PARKWAY, SUITE 550
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Serial Number:	86178994	KEVO
Serial Number:	86179002	KEVO
Serial Number:	86179022	KWIKSET
Serial Number:	86224094	ALISO
Serial Number:	86067683	ARTERRA
Serial Number:	74307081	BREADMAN
Serial Number:	72157429	REMINGTON
Serial Number:	71643373	SPORTSMAN
Serial Number:	85288022	ACCUSNAP
Serial Number:	86088506	BITE MD
Serial Number:	86218716	BLACK FLAG
Serial Number:	86212095	BLACK FLAG
Serial Number:	85739338	BLACK FLAG
Serial Number:	86024964	BLACK FLAG
Serial Number:	86067042	BLACK FLAG

CH $1290.00 86178994

Property Type	Number	Word Mark
Serial Number:	86062849	COLORBURST
Serial Number:	86088498	CUTTER
Serial Number:	85182055	PLANET APPROVED
Serial Number:	86048767	SPECTRACIDE
Serial Number:	86068181	SUDDEN DEATH
Serial Number:	85645529	BONFIRE
Serial Number:	77376689	CRIBBING ELIMINATOR
Serial Number:	77342972	ECOLOGIC
Serial Number:	77982773	ECOLOGIC
Serial Number:	77439283	ECOLOGIC
Serial Number:	77619822	ECOLOGIC APG-EM
Serial Number:	77485046	ECOLOGIC SG
Serial Number:	86019782	FROST PROTECT
Serial Number:	78304771	IT REALLY WORKS
Serial Number:	78980360	JUST PUMP AND SPRAY
Serial Number:	85121948	JUST PUMP AND SPRAY
Serial Number:	75378265	LIQUID FENCE
Serial Number:	85121958	LIQUID FENCE
Serial Number:	76401960	LIQUID NET
Serial Number:	78416578	LIQUID NET
Serial Number:	86019794	MOISTURE PROTECT
Serial Number:	85978435	PLANET APPROVED
Serial Number:	78546087	SLAMMER
Serial Number:	78546066	SLUG SLAMMER
Serial Number:	78532208	SPEEDY GROW
Serial Number:	78304784	THE ULTIMATE INSECT REPELLENT
Serial Number:	78304794	ULTIMATE
Registration Number:	3226021	IT REALLY WORKS
Serial Number:	85281699	WATER-LESS
Serial Number:	85645747	X-IT
Serial Number:	77035265	YARD NET
Serial Number:	74437936	EXCEL
Serial Number:	78205844	FRESH RESULTS
Serial Number:	78111808	NATURE'S MIRACLE
Serial Number:	76378868	PORT-A-CRATE
Serial Number:	76378815	SOF-KRATE

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:	54569-71
NAME OF SUBMITTER:	Kerry R. Thompson - Paralegal
SIGNATURE:	/Kerry R Thompson/
DATE SIGNED:	05/13/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Spectrum Brands, Inc. (the "**Company**"), United Industries Corporation, Kwikset Corporation, Price Pfister, Inc., and United Pet Group, Inc., each a Delaware corporation, (each herein referred to as a "**Grantor**"), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Company, SB/RH Holdings, LLC ("**Holdings**"), Spectrum Brands Canada, Inc., 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, 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, the Guarantors party thereto and US Bank, National Association, as indenture trustee (the "**Senior Indenture Trustee**") are parties to the Senior Secured Note Indenture dated as of June 16, 2010, pursuant to which the Company issued its 9.50% Senior Secured Notes due 2018;

WHEREAS, the Company, Holdings, Grantors, other parties thereto, the Additional Authorized Representative, 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 Grantors, other grantors party thereto and the Collateral Trustee, each 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, each Grantor grants to the Collateral Trustee, to secure the Secured Obligations, a continuing security interest in all of each 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.

Each 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, in the Collateral Trustee's discretion, 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, each 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 each Grantor to the Collateral Trustee pursuant to the Security Agreement. Each 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.

[Signature Page Follows]

TRADEMARK
REEL: 005279 FRAME: 0590

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of April, 2014.

SPECTRUM BRANDS, INC.

By: _____
Name: Nathan E. Fagre
Title: Director, Senior Vice President, Secretary and General Counsel

UNITED PET GROUP, INC.

By: _____
Name: Nathan E. Fagre
Title: Director, Vice President and Secretary

KWIKSET CORPORATION

By: _____
Name: Nathan E. Fagre
Title: Director, Vice President and Secretary

UNITED INDUSTRIES CORPORATION

By: _____
Name: Nathan E. Fagre
Title: Director, Vice President and Assistant Secretary

PRICE PFISTER,INC.

By: _____
Name: Nathan E. Fagre
Title: Director, Vice President and Secretary

TRADEMARK
REEL: 005279 FRAME: 0591

Acknowledged:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Trustee

By: Stefan Victory

Name: STEFAN VICTORY
Title: VICE PRESIDENT

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Country	Status	App. No.	App. Filing Date	Reg. No	Reg. Date
Kwikset Corporation	KEVO	US	Pending	86178994	1/29/2014	....	....
Kwikset Corporation	KEVO (Logo)	US	Pending	86179002	1/29/2014	....	....
Kwikset Corporation	KWIKSET	US	Pending	86179022	1/29/2014	....	....
Price Pfister, Inc.	ALISO	US	Pending	86224094	3/18/2014	....	....
Price Pfister, Inc.	ARTERRA	US	Pending	86067683	9/18/2013	....	....
Spectrum Brands, Inc.	BREADMAN	US	Registered	74307081	8/20/1992	1815338	1/4/1994
Spectrum Brands, Inc.	REMINGTON	US	Registered	72157429	11/6/1962	761721	12/17/1963
Spectrum Brands, Inc.	SPORTSMAN	US	Registered	71643373	3/9/1953	588682	10/20/1954
United Industries Corporation	ACCUSNAP	US	Registered	85288022	4/6/2011	4481485	2/11/2014
United Industries Corporation	BITE MD	US	Pending	86088506	10/10/2013	....	....
United Industries Corporation	BLACK FLAG	US	Pending	86218716	3/12/2014	....	....
United Industries Corporation	BLACK FLAG	US	Pending	86212095	3/5/2014	....	....
United Industries Corporation	BLACK FLAG	US	Registered	85739338	10/25/2012	4441274	11/26/2013
United Industries Corporation	BLACK FLAG	US	Pending	86024964	7/31/2013		
United Industries Corporation	BLACK FLAG	US	Registered	86067042	9/17/2013	4498199	3/18/2014
United Industries Corporation	COLORBURST	US	Pending	86062849	9/12/2013	....	....
United Industries Corporation	CUTTER	US	Pending	86088498	10/10/2013	....	....
United Industries Corporation	PLANET APPROVED	US	Pending	85182055	11/22/2010	....	....
United Industries Corporation	SPECTRACIDE	US	Pending	86048767	8/27/2013	....	....
United Industries Corporation	SUDDEN DEATH	US	Pending	86068181	9/18/2013	....	....
United Industries Corporation (acquired from Liquid Fence)	BONFIRE	US	Pending	85645529	6/7/2012	....	....
United Industries Corporation (acquired from Liquid Fence)	CRIBBING ELIMINATOR	US	Registered	77376689	1/21/2008	3459889	7/1/2008
United Industries Corporation (acquired from Liquid Fence)	ECOLOGIC	US	Registered	77342972	12/3/2007	3921510	2/22/2011
United Industries Corporation (acquired from Liquid Fence)	ECOLOGIC	US	Registered	77982773	4/3/2008	4096675`	2/7/2012
United Industries Corporation (acquired from Liquid Fence)	ECOLOGIC	US	Registered	77439283	4/3/2008	4295871	2/26/2013

Owner	Trademark	Country	Status	App. No.	App. Filing Date	Reg. No	Reg. Date
United Industries Corporation (acquired from Liquid Fence)	ECOLOGIC APG-EM	US	Registered	77619822	11/21/2008	3868086	10/26/2010
United Industries Corporation (acquired from Liquid Fence)	ECOLOGIC SC	US	Registered	77485046	5/28/2008	3981855	6/21/2011
United Industries Corporation (acquired from Liquid Fence)	FROST PROTECT	US	Pending	86019782	7/25/2013	....	....
United Industries Corporation (acquired from Liquid Fence)	IT REALLY WORKS	US	Registered	78304771	9/24/2003	2934226	3/15/2005
United Industries Corporation (acquired from Liquid Fence)	IT REALLY WORKS	US	Registered	78977145	11/2/2004	3226021	4/3/2007
United Industries Corporation (acquired from Liquid Fence)	JUST PUMP AND SPRAY	US	Registered	78980360	7/5/2006	3490705	8/19/2008
United Industries Corporation (acquired from Liquid Fence)	JUST PUMP AND SPRAY	US	Registered	85121948	9/2/2010	4510868	5/29/2012
United Industries Corporation (acquired from Liquid Fence)	LIQUID FENCE	US	Registered	75378265	10/3/1997	2208895	12/8/1998
United Industries Corporation (acquired from Liquid Fence)	LIQUID FENCE (stylized)	US	Registered	85121958	9/2/2010	4139804	5/8/2012
United Industries Corporation (acquired from Liquid Fence)	LIQUID NET	US	Registered	76401960	5/1/2002	2942481	4/19/2005
United Industries Corporation (acquired from Liquid Fence)	LIQUID NET	US	Registered	78416578	5/11/2004	2993380	9/6/2008
United Industries Corporation (acquired from Liquid Fence)	MOISTURE PROTECT	US	Pending	86019794	7/25/2013	....	....
United Industries Corporation (acquired from Liquid Fence)	PLANET APPROVED	US	Registered	85978435	11/22/2010	4310727	3/26/2013
United Industries Corporation (acquired from Liquid Fence)	SLAMMER	US	Registered	78546087	1/12/2005	3617520	5/5/2009
United Industries Corporation (acquired from Liquid Fence)	SLUG SLAMMER	US	Registered	78546066	1/12/2005	3617519	5/5/2009
United Industries Corporation (acquired from Liquid Fence)	SPEEDY GROW	US	Registered	78532208	12/14/2004	3143411	9/12/2006
United Industries Corporation (acquired from Liquid Fence)	THE ULTIMATE INSECT REPELLENT	US	Registered	78304784	9/24/2003	2980232	7/26/2005
United Industries Corporation (acquired from Liquid Fence)	ULTIMATE	US	Registered	78304794	9/24/2003	2980232	7/26/2005

Owner	Trademark	Country	Status	App. No.	App. Filing Date	Reg. No	Reg. Date
United Industries Corporation (acquired from Liquid Fence)	WATER-LESS	US	Pending	85281699	3/30/2011	....	....
United Industries Corporation (acquired from Liquid Fence)	X-IT	US	Pending	85645747	6/7/2012	....	....
United Industries Corporation (acquired from Liquid Fence)	YARD NET	US	Registered	77035265	11/2/2006	3524651	10/28/2008
United Pet Group, Inc.	EXCEL	US	Registered	74437936	9/20/1993	1838548	6/7/1994
United Pet Group, Inc.	FRESH RESULTS	US	Registered	78205844	1/22/2003	2846801	5/25/2004
United Pet Group, Inc.	NATURE'S MIRACLE	US	Registered	78111808	2/28/2002	2791077	12/9/2003
United Pet Group, Inc.	PORT-A-CRATE	US	Registered	76378868	3/7/2002	2835102	4/20/2004
United Pet Group, Inc.	SOF-KRATE	US	Registered	76378815	3/7/2002	2272431	10/7/2003