

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salix Animal Health, LLC		02/24/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative 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: 12			
Property Type	Number	Word Mark	
Registration Number:	4517809	GOOD 'N' FUN	
Registration Number:	4517810	GOOD 'N' FIT	
Registration Number:	4517811	GOOD 'N' FUN	
Registration Number:	4517812	GOOD 'N' FIT	
Registration Number:	4529056	HEALTHY HIDE	
Registration Number:	4195794	GOOD 'N' TASTY	
Registration Number:	3793029	HEALTHY HIDE	
Registration Number:	3793031	HEALTHY-HIDE	
Registration Number:	3667554	DELI-WRAPS	
Registration Number:	2383475	SALIX	
Registration Number:	2307604	HEALTHY-HIDE	
Registration Number:	3535250	NATURAL LITE-BITES	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-420-5527		
Email:	rjk@phrd.com		
TRADEMARK			

CH \$315.00 4517809

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 Nolan

SIGNATURE: /ban/

DATE SIGNED: 02/27/2015

Total Attachments: 10

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

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 24, 2015, 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:

SALIX ANIMAL HEALTH, LLC

By: John Beattie
Name: John Beattie
Title: Vice President and Treasurer

[Signatures continue on the following page.]

AFFIDAVIT OF OUT-OF-STATE EXECUTION AND DELIVERY

I, **John Beattie**, after being duly sworn, did depose and state:

1. That I am the Vice President and Treasurer of **SALIX ANIMAL HEALTH, LLC**, a Florida limited liability company ("Salix").

2. That on or about February 24, 2015, I, on behalf of Salix, executed and delivered that certain Trademark Security Agreement, dated as of February 24, 2015, relating to the Loan Agreement (the "Trademark Security Agreement").

3. That the Trademark Security Agreement was executed in Madison, Wisconsin and delivered to Paul, Weiss, Rifkind, Wharton & Garrison LLP in New York, New York, counsel for Salix, for delivery to counsel for the Agent, Parker, Hudson, Rainer & Dobbs, LLP, in Atlanta, Georgia.

4. That affiant is making this affidavit in order to confirm that the Trademark Security Agreement was executed and delivered outside of the State of Florida.

[Remainder of Page Intentionally Left Blank]

FURTHER AFFIANT SAYETH NOT.

Executed this 24th day of February, 2015.

AFFIANT:

John Beattie
Name: John Beattie

SWORN TO AND SUBSCRIBED before me this 24th day of February, 2015, by
John Beattie, who is personally known to me.

NOTARIAL SEAL:

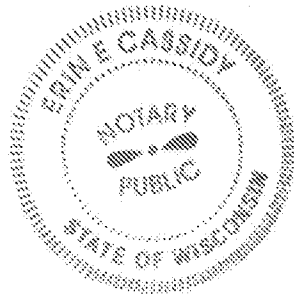
Notary: Erin E. Cassidy

Print Name: Erin E. Cassidy

Notary Public, State of Wisconsin

County of Dane

My commission expires: July 15, 2017



TRADEMARK

REEL: 005468 FRAME: 0331

Accepted:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Matthew Bourgeois

Title: Senior Vice President

[Signature Page to ABL Trademark Security Agreement (Biscuit)]

AFFIDAVIT OF OUT-OF-STATE EXECUTION AND DELIVERY

I, Matthew Bourgeois, after being duly sworn, did depose and state:

1. That I am the Senior Vice President of **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").
2. That on or about February 13, 2015, I, on behalf of Agent, executed and delivered that certain Trademark Security Agreement, dated as of February 13 2015, relating to the Loan Agreement (the "Trademark Security Agreement").
3. That the Trademark Security Agreement was executed in Honolulu, CT and delivered to Parker, Hudson, Rainer & Dobbs, LLP, in Atlanta, Georgia, counsel for Agent.
4. That affiant is making this affidavit in order to confirm that the Trademark Security Agreement was executed and delivered outside of the State of Florida.

[Remainder of Page Intentionally Left Blank]

FURTHER AFFIANT SAYETH NOT.

Executed this 13th day of February, 2015.

AFFIANT: [Signature]

Name: Matthew Bourgeois

SWORN TO AND SUBSCRIBED before me this 13th day of February, 2015, by Matthew Bourgeois, who is personally known to me or has produced _____ as identification.

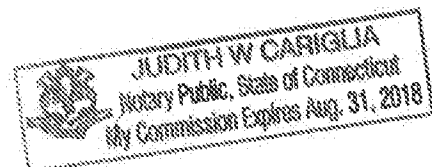
[NOTARIAL SEAL]

Notary: [Signature]

Print Name: JUDITH W. CARIGLIA

Notary Public, State of: Connecticut

My commission expires: 8/31/2018



[Signature Page to Florida Out of State Affidavit]

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

OWNER	MARK	APPLICATION/REG. NO	STATUS	GOODS
		FILING/REG. DATE		
Salix Animal Health, LLC	GOOD 'N' FUN	4517809	REGISTERED	Pet treats
	GOOD 'N' FUN	22-APR-2014		
Salix Animal Health, LLC	GOOD 'N' FIT	4517810	REGISTERED	Pet treats
	GOOD 'N' FIT	22-APR-2014		
Salix Animal Health, LLC	GOOD 'N' FUN	4517811	REGISTERED	Pet treats
		22-APR-2014		
Salix Animal Health, LLC	GOOD 'N' FIT	4517812	REGISTERED	Pet treats
		22-APR-2014		
Salix Animal Health, LLC	HEALTHY HIDE	4529056	REGISTERED	Pet treats
		13-MAY-2014		
Salix Animal Health, LLC	GOOD 'N' TASTY	4195794	REGISTERED	Dog treats
	GOOD 'N' TASTY	21-AUG-2012		
Salix Animal Health, LLC	HEALTHY HIDE	3793029	REGISTERED	Pet treats
		25-MAY-2010		
Salix Animal Health, LLC	HEALTHY-HIDE	3793031	REGISTERED	Pet treats
		25-MAY-2010		
Salix Animal Health, LLC	DELI-WRAPS	3667554	REGISTERED	Pet treats
	DELI-WRAPS	11-AUG-2009		

OWNER	MARK	APPLICATION/REG. NO FILING/REG. DATE	STATUS	GOODS
Salix Animal Health, LLC	SALIX	2383475 05-SEP-2000	REGISTERED	Rawhide chews for dogs
Salix Animal Health, LLC	HEALTHY-HIDE	2307604 11-JAN-2000	REGISTERED	Rawhide chews for dogs
Salix Animal Health, LLC	NATURAL LITE-BITES NATURAL LITE-BITES	3535250 18-NOV-2008	REGISTERED	Pet treats