

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM348513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IDQ Operating, Inc.		06/23/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent		
<b>Street Address:</b>	60 WALL STREET		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Bank: GERMANY		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3845572	1ST CHARGE	
Registration Number:	3987098	A/C PRO	
Registration Number:	3105016	ARCTIC FREEZE	
Registration Number:	4244354	ASK THE PRO	
Registration Number:	3080757	BIG CHILL	
Registration Number:	3277334	CERTIFIED A/C PRO	
Registration Number:	2752800	DIRECT CHARGE	
Registration Number:	2929481	EZ CHILL	
Registration Number:	3106850	GLACIER ICE	
Registration Number:	4069031	HIGH MILEAGE	
Registration Number:	4116658	HIGH MILEAGE	
Registration Number:	1115872	ID	
Registration Number:	4080535	IDQ	
Registration Number:	4376724	IDQ	
Registration Number:	1857416	INTERDYNAMICS	
Registration Number:	4186237		
Registration Number:	3203601	QUICK COOL	
Registration Number:	3203600	R-134A PLUS	
Registration Number:	2637611	REFILL & TREATMENT	

CH \$590.00 3845572

Property Type	Number	Word Mark
Registration Number:	3297283	SUB-ZERO
Registration Number:	3210416	SUPER SEAL
Registration Number:	4434725	SUPER SEAL
Registration Number:	3115139	TYPHOONMAX

# **CORRESPONDENCE DATA**

**Fax Number:** 3026365454

*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.*

**Phone:** 800-927-9801 x 62348

**Email:** jean.paterson@cscglobal.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue NW, Suite 430

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	712514-5
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	07/20/2015

# **Total Attachments: 7**

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## **Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 23, 2015 (this "Agreement"), made by IDQ Operating, Inc., a New York corporation (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of June 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Spectrum Brands, Inc., a Delaware corporation (the "Lead Borrower"), each subsidiary of the Lead Borrower from time to time party thereto, SB/RH Holdings, LLC, a Delaware limited liability company, and Deutsche Bank AG New York Branch, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral");

all U.S. registered and applied for Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law.

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are

more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

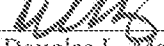
SECTION 5. *Governing Law*. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IDQ OPERATING, INC.

By:   
Name: Douglas L. Martin  
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 005579 FRAME: 0860**

ACCEPTED AND AGREED:

DEUTSCHE BANK AG NEW YORK  
BRANCH,  
as Collateral Agent

By: Peter Cucchiara

Name: Peter Cucchiara  
Title: Vice President

By: Kirk L. Tashjian

Name: Kirk L. Tashjian  
Title: Director

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK  
REEL: 005579 FRAME: 0861

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks and Trademark Applications Owned by IDQ Operating, Inc.

See attached.

Owner Name	Mark	Country	Status	Application No.	Filing Date	Reg. No.	Reg. Date
IDQ Operating, Inc.	1ST CHARGE	United States	Registered	77/182,930	May-16-2007	3845572	Sep-7-2010
IDQ Operating, Inc.	A/C PRO	United States	Registered	85/073,117	Jun-28-2010	3987098	Jun-28-2011
IDQ Operating, Inc.	ARCTIC FREEZE	United States	Registered	78/453,227	Jul-20-2004	3105016	Jun-13-2006
IDQ Operating, Inc.	ASK THE PRO	United States	Registered	85/386,984	Aug-2-2011	4244354	Nov-20-2012
IDQ Operating, Inc.	BIG CHILL	United States	Registered	78/484,298	Sep-15-2004	3080757	Apr-11-2006
IDQ Operating, Inc.	CERTIFIED A/C PRO	United States	Registered	78/710,836	Sep-12-2005	3277334	Aug-7-2007
IDQ Operating, Inc.	DIRECT CHARGE	United States	Registered	76/475,585	Dec-16-2002	2752800	Aug-19-2003
IDQ Operating, Inc.	EZ CHILL	United States	Registered	76/545,822	Sep-22-2003	2929481	Mar-1-2005
IDQ Operating, Inc.	GLACIER ICE	United States	Registered	78/670,428	Jul-14-2005	3106850	Jun-20-2006
IDQ Operating, Inc.	HIGH MILEAGE	United States	Registered	77/923,445	Jan-29-2010	4069031	Dec-13-2011
IDQ Operating, Inc.	HIGH MILEAGE (Stylized)	United States	Registered	77/923,633	Jan-29-2010	4116658	Mar-27-2012
IDQ Operating, Inc.	id	United States	Registered	73/151,307	Dec-8-1977	1115872	Apr-3-1979
IDQ Operating, Inc.	IDQ	United States	Registered	77/859,189	Oct-28-2009	4080535	Jan-3-2012
IDQ Operating, Inc.	IDQ	United States	Registered	77/859,168	Oct-28-2009	4376724	Jul-30-2013
IDQ Operating, Inc.	INTERDYNAMIC S	United States	Registered	74/405,151	Jan-21-1993	1857416	Oct-11-1994
IDQ Operating, Inc.	Miscellaneous Design (Polar bear)	United States	Registered	85/497,185	Dec-16-2011	4186237	Aug-7-2012
IDQ Operating, Inc.	QUICK COOL	United States	Registered	78/694,839	Aug-17-2005	3203601	Jan-30-2007
IDQ Operating, Inc.	R-134A PLUS	United States	Registered	78/694,835	Aug-17-2005	3203600	Jan-30-2007
IDQ Operating, Inc.	REFILL & TREATMENT	United States	Registered	76/093,423	Jul-21-2000	2637611	Oct-15-2002



Owner Name	Mark	Country	Status	Application No.	Filing Date	Reg. No.	Reg. Date
IDQ Operating, Inc.	SUB-ZERO	United States	Registered	78/694,831	Aug-17-2005	3297283	Sep-25-2007
IDQ Operating, Inc.	SUPER SEAL	United States	Registered	78/694,825	Aug-17-2005	3210416	Feb-20-2007
IDQ Operating, Inc.	SUPER SEAL	United States	Registered	85/656,956	Jun-20-2012	4434725	Nov-19-2013
IDQ Operating, Inc.	TYPHOONMAX	United States	Registered	78/465,435	Aug-11-2004	3115139	Jul-11-2006