

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Armor All/STP Products Company		06/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	3719074	ARMOR ALL	
Registration Number:	3719363	ARMOR ALL	
Registration Number:	3712956	ARMOR ALL	
Registration Number:	2338281	ARMOR ALL	
Registration Number:	2478435	ARMOR ALL	
Registration Number:	3482450	ARMOR ALL	
Registration Number:	1032674	ARMOR ALL	
Registration Number:	3043112	ARMOR ALL	
Registration Number:	2533032	ARMOR ALL	
Registration Number:	2365600	ARMOR ALL	
Registration Number:	986280	ARMOR ALL	
Registration Number:	3632703	ARMOR ALL	
Registration Number:	2840731	ARMOR ALL	
Registration Number:	3632833	ARMOR ALL	
Registration Number:	3587958	ARMOR ALL	
Registration Number:	3487108	ARMOR ALL	
Registration Number:	4228867	ARMOR ALL EXTREME SHIELD WAX	
Registration Number:	3719333	ARMOR ALL PROFESSIONAL	
Registration Number:	3732077	ARMOR ALL PROFESSIONAL	
TRADEMARK			

CH \$1340.00 3719074

Property Type	Number	Word Mark
Registration Number:	4748274	ARMOR ALL QUICKSILVER
Registration Number:	2702238	CLEAN SHINE PROTECT GO
Registration Number:	2383948	DETAILER'S ADVANTAGE
Registration Number:	3621033	OOMP!
Registration Number:	3696634	OOMP!
Registration Number:	4544697	OUTLAST
Registration Number:	4744868	PACIFIC SURGE
Registration Number:	2686250	SON OF A GUN
Registration Number:	1097148	SON OF A GUN
Registration Number:	2099565	SON OF A GUN
Registration Number:	3842262	STP
Registration Number:	2704259	STP
Registration Number:	2540084	STP
Registration Number:	648087	STP
Registration Number:	1117051	STP
Registration Number:	3632640	STP
Registration Number:	3779025	STP
Registration Number:	3779058	STP
Registration Number:	4109136	STP
Registration Number:	4392560	STP
Registration Number:	3636177	STP
Registration Number:	827102	STP
Registration Number:	1267491	STP
Registration Number:	929938	STP
Registration Number:	1061958	STP
Registration Number:	958574	STP
Registration Number:	2103468	STP
Registration Number:	1072497	STP
Registration Number:	1206873	STP
Registration Number:	3750167	STP
Registration Number:	877292	THE RACER'S EDGE
Registration Number:	1815623	TIRE FOAM
Registration Number:	2223606	TUFF STUFF
Serial Number:	85956538	WEATHER SHIELD

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.

TRADEMARK

REEL: 005581 FRAME: 0134

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

ATTORNEY DOCKET NUMBER: 712514-35

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 07/20/2015

Total Attachments: 8

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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 The Armor All/STP Products Company, a Delaware 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.

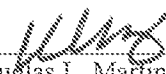
SECTION 5. *Governing Law*. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH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

THE ARMOR ALL/STP PRODUCTS COMPANY

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

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

TRADEMARK
REEL: 005581 FRAME: 0138

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]

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks and Trademark Applications Owned by The Armor All/STP Products
Company

See attached.

Owner Name	Mark	Country	Status	Application No	Filing Date	Reg. No.	Reg. Date
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	77/232,639	Jul-18-2007	3719074	Dec-1-2009
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	77/439,608	Apr-3-2008	3719363	Dec-1-2009
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	77/523,032	Jul-15-2008	3712956	Nov-17-2009
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	75/674,390	Apr-5-1999	2338281	Apr-4-2000
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	75/674,479	Apr-5-1999	2478435	Aug-14-2001
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	78/931,812	Jul-18-2006	3482450	Aug-5-2008
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	73/034,678	Oct-15-1974	1032674	Feb-10-1976
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	76/369,319	Feb-11-2002	3043112	Jan-17-2006
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	76/096,996	Jul-27-2000	2533032	Jan-22-2002
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	75/419,811	Jan-20-1998	2365600	Jul-11-2000
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	72/456,135	Apr-30-1972	986280	Jun-18-1974
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	77/433,252	Mar-27-2008	3632703	Jun-2-2009
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	76/229,206	Mar-23-2001	2840731	May-11-2004
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	77/475,737	May-15-2008	3632833	Jun-2-2009
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	77/200,651	Jun-7-2007	3587958	Mar-10-2009
The Armor All/STP Products Company	ARMOR ALL AND VIKING DESIGN (2006)	United States	Registered	77/169,458	Apr-30-2007	3487108	Aug-19-2008
The Armor All/STP Products Company	ARMOR ALL EXTREME SHIELD WAX	United States	Registered	85/415,765	Sep-6-2011	4228867	Oct-23-2012
The Armor All/STP Products Company	ARMOR ALL PROFESSIONAL	United States	Registered	77/418,909	Mar-11-2008	3719333	Dec-1-2009

Owner Name	Mark	Country	Status	Application No	Filing Date	Reg. No.	Reg. Date
The Armor All/STP Products Company	ARMOR ALL PROFESSIONAL and Design	United States	Registered	77/421,446	Mar-13-2008	3732077	Dec-29-2009
The Armor All/STP Products Company	ARMOR ALL QUICKSILVER	United States	Registered	85/589,279	Apr-4-2012	4748274	Jun-2-2015
The Armor All/STP Products Company	CLEAN SHINE PROTECT GO	United States	Registered	76/393,307	Apr-8-2002	2702238	Apr-1-2003
The Armor All/STP Products Company	DETAILER'S ADVANTAGE	United States	Registered	75/532,610	Aug-7-1998	2383948	Sep-5-2000
The Armor All/STP Products Company	OOMP!H!	United States	Registered	78/871,476	Apr-27-2006	3621033	May-12-2009
The Armor All/STP Products Company	OOMP!H! and Design	United States	Registered	77/473,070	May-13-2008	3696634	Oct-13-2009
The Armor All/STP Products Company	OUTLAST	United States	Registered	85/876,507	Mar-14-2013	4544697	Jun-3-2014
The Armor All/STP Products Company	PACIFIC SURGE	United States	Registered	86/223,059	Mar-17-2014	4744868	May-26-2015
The Armor All/STP Products Company	SON OF A GUN	United States	Registered	76/398,514	Apr-22-2002	2686250	Feb-11-2003
The Armor All/STP Products Company	SON OF A GUN	United States	Registered	73/152,425	Dec-19-1977	1097148	Jul-25-1978
The Armor All/STP Products Company	SON OF A GUN	United States	Registered	75/200,265	Nov-19-1996	2099565	Sep-23-1997
The Armor All/STP Products Company	STP	United States	Registered	77/611,496	Nov-10-2008	3842262	Aug-31-2010
The Armor All/STP Products Company	STP	United States	Registered	76/398,516	Apr-22-2002	2704259	Apr-8-2003
The Armor All/STP Products Company	STP	United States	Registered	76/219,547	Mar-5-2001	2540084	Feb-19-2002
The Armor All/STP Products Company	STP	United States	Registered	72/017,872	Oct-22-1956	648087	Jul-9-1957
The Armor All/STP Products Company	STP	United States	Registered	73/179,705	Jul-26-1978	1117051	May-1-1979
The Armor All/STP Products Company	STP	United States	Registered	77/418,758	Mar-11-2008	3632640	Jun-2-2009
The Armor All/STP Products Company	STP AND OVAL DESIGN	United States	Registered	77/611,503	Nov-10-2008	3779025	Apr-20-2010

Owner Name	Mark	Country	Status	Application No	Filing Date	Reg. No.	Reg. Date
The Armor All/STP Products Company	STP AND OVAL DESIGN	United States	Registered	77/626,903	Dec-4-2008	3779058	Apr-20-2010
The Armor All/STP Products Company	STP AND OVAL DESIGN	United States	Registered	77/622,712	Nov-26-2008	4109136	Mar-6-2012
The Armor All/STP Products Company	STP AND OVAL DESIGN	United States	Registered	77/883,660	Dec-1-2009	4392560	Aug-27-2013
The Armor All/STP Products Company	STP AND OVAL DESIGN	United States	Registered	77/372,375	Jan-15-2008	3636177	Jun-9-2009
The Armor All/STP Products Company	STP in Oval	United States	Registered	72/244,934	May-4-1966	827102	Apr-11-1967
The Armor All/STP Products Company	STP in Oval	United States	Registered	73/386,671	Sep-20-1982	1267491	Feb-21-1984
The Armor All/STP Products Company	STP in Oval	United States	Registered	72/369,386	Aug-28-1970	929938	Feb-29-1972
The Armor All/STP Products Company	STP in Oval	United States	Registered	73/097,125	Aug-19-1976	1061958	Mar-29-1977
The Armor All/STP Products Company	STP in Oval	United States	Registered	72/400,645	Aug-19-1971	958574	May-8-1973
The Armor All/STP Products Company	STP in Oval	United States	Registered	75/187058	Oct-24-1996	2103468	Oct-7-1997
The Armor All/STP Products Company	STP in Oval	United States	Registered	73/111,107	Dec-29-1976	1072497	Sep-6-1977
The Armor All/STP Products Company	STP in Oval	United States	Registered	73/263,776	May-27-1980	1206873	Sep-7-1982
The Armor All/STP Products Company	STP logo	United States	Registered	77/043,701	Nov-14-2006	3750167	Feb-16-2010
The Armor All/STP Products Company	THE RACER'S EDGE	United States	Registered	72/307,353	Sep-13-1968	877292	Sep-23-1969
The Armor All/STP Products Company	TIRE FOAM	United States	Registered	74/311,684	Sep-8-1992	1815623	Jan-11-1994
The Armor All/STP Products Company	TUFF STUFF	United States	Registered	75/249,002	Feb-27-1997	2223606	Feb-16-1999
The Armor All/STP Products Company	WEATHER SHIELD	United States	Pending	85/956,538	Jun-11-2013		