

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GloFish LLC		11/27/2017	Limited Liability Company: 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:	Banking Corporation: GERMANY		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	87336396	GLOSNAIL	
Serial Number:	76484776	GLOFISH	
Serial Number:	78976220	GLOFISH	
Serial Number:	77003933	ELECTRIC GREEN	
Serial Number:	77003935	SUNBURST ORANGE	
Serial Number:	77003937	STARFIRE RED	
Serial Number:	78338844	GLOFISH	
Serial Number:	77154312	GLOFISH	
Serial Number:	77702955	EXPERIENCE THE GLO	
Serial Number:	85282909	COSMIC BLUE	
Serial Number:	85282913	GALACTIC PURPLE	
Serial Number:	77966632	GLOFISH	
Serial Number:	85411394	GLOFISH	
Serial Number:	85019716	GLOFISH	
Serial Number:	77966636	GLOFISH	
Serial Number:	85490343	GLOFISH EXPERIENCE THE GLO!	
Serial Number:	77966623	GLOFISH	
Serial Number:	85573522	MAKING SCIENCE GLO!	
Serial Number:	77561136	GLO	
TRADEMARK			

CH \$790.00 87336396

Property Type	Number	Word Mark
Serial Number:	85483991	GLOFISH
Serial Number:	85666823	GLOFISH EXPERIENCE THE GLO!
Serial Number:	85573527	TAKE HOME THE GLO!
Serial Number:	85483999	GLOFISH
Serial Number:	85638973	GLOFISH
Serial Number:	85846450	MOONRISE PINK
Serial Number:	85483980	GLOFISH
Serial Number:	85882340	GLOFISH
Serial Number:	85638983	GLOFISH
Serial Number:	86979428	GLOFISH
Serial Number:	77548561	GLOPLANT
Serial Number:	77548589	GLOFLOWER

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1111779-2645-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 11/27/2017

Total Attachments: 6

source=Notice of Grant of Security Interest in Trademarks (Executed)#page1.tif

source=Notice of Grant of Security Interest in Trademarks (Executed)#page2.tif

source=Notice of Grant of Security Interest in Trademarks (Executed)#page3.tif

source=Notice of Grant of Security Interest in Trademarks (Executed)#page4.tif

source=Notice of Grant of Security Interest in Trademarks (Executed)#page5.tif

source=Notice of Grant of Security Interest in Trademarks (Executed)#page6.tif

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 27, 2017 (this "Agreement"), made by GLOFISH LLC, a Delaware limited liability company (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. The 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.

GLOFISH LLC

By: 

Name: Nathan E. Fagre

Title: Vice President and Assistant Secretary

ACCEPTED AND AGREED:
DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Mary Kay Coyle
Title: Managing Director

By: 
Name: Anca Trifan
Title: Managing Director

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by GloFish LLC

U.S. Trademarks

No.	Title	App No.	App. Date	Reg. No.	Reg. Date	Owner
1.	GLOSNAIL	87336396	02/15/17			GLOFISH LLC
2.	GLOFISH	76484776	01/24/03	3042917	01/10/06	GLOFISH LLC
3.	GLOFISH	78976220	12/10/03	3056697	01/31/06	GLOFISH LLC
4.	ELECTRIC GREEN	77003933	09/21/06	3454321	06/24/08	GLOFISH LLC
5.	SUNBURST ORANGE	77003935	09/21/06	3454322	06/24/08	GLOFISH LLC
6.	STARFIRE RED	77003937	09/21/06	3454323	06/24/08	GLOFISH LLC
7.	GLOFISH	78338844	12/10/03	3538529	11/25/08	GLOFISH LLC
8.	GLOFISH	77154312	04/11/07	3571114	02/10/09	GLOFISH LLC
9.	EXPERIENCE THE GLO	77702955	03/31/09	3698457	10/20/09	GLOFISH LLC
10.	COSMIC BLUE	85282909	03/31/11	4092327	01/24/12	GLOFISH LLC
11.	GALACTIC PURPLE	85282913	03/31/11	4092328	01/24/12	GLOFISH LLC
12.	GLOFISH	77966632	03/23/10	4106117	02/28/12	GLOFISH LLC
13.	GLOFISH	85411394	08/31/11	4135171	05/01/12	GLOFISH LLC
14.	GLOFISH	85019716	04/21/10	4179898	07/24/12	GLOFISH LLC
15.	GLOFISH	77966636	03/23/10	4183684	07/31/12	GLOFISH LLC
16.	GLOFISH EXPERIENCE THE GLO!	85490343	12/08/11	4193765	08/21/12	GLOFISH LLC
17.	GLOFISH	77966623	03/23/10	4246375	11/20/12	GLOFISH LLC
18.	MAKING SCIENCE GLO!	85573522	03/19/12	4249457	11/27/12	GLOFISH LLC
19.	GLO	77561136	09/03/08	4280886	01/22/13	GLOFISH LLC
20.	GLOFISH	85483991	11/30/11	4281575	01/29/13	GLOFISH LLC
21.	GLOFISH EXPERIENCE THE GLO!	85666823	07/02/12	4297857	03/05/13	GLOFISH LLC
22.	TAKE HOME THE GLO!	85573527	03/19/12	4347841	06/04/13	GLOFISH LLC
23.	GLOFISH	85483999	11/30/11	4407673	09/24/13	GLOFISH LLC

No.	Title	App No.	App. Date	Reg. No.	Reg. Date	Owner
24.	GLOFISH	85638973	05/30/12	4467174	01/14/14	GLOFISH LLC
25.	MOONRISE PINK	85846450	02/11/13	4492401	03/04/14	GLOFISH LLC
26.	GLOFISH	85483980	11/30/11	4493263	03/11/14	GLOFISH LLC
27.	GLOFISH	85882340	03/21/13	4618216	10/07/14	GLOFISH LLC
28.	GLOFISH	85638983	05/30/12	4832154	10/13/15	GLOFISH LLC
29.	GLOFISH	86979428	05/01/14	5009647	07/26/16	GLOFISH LLC
30.	GLOPLANT	77548561	08/15/08	5018153	08/09/16	GLOFISH LLC
31.	GLOFLOWER	77548589	08/15/08	5018154	08/09/16	GLOFISH LLC