

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY) REEL/FRAME 5581/0133		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		06/01/2018	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	200 Bay Street, 12th Floor, South Tower		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
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	

OP \$1340.00 3719074

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3732077	ARMOR ALL PROFESSIONAL
Registration Number:	4748274	ARMOR ALL QUICKSILVER
Registration Number:	2702238	CLEAN SHINE PROTECT GO
Registration Number:	2383948	DETAILER'S ADVANTAGE
Registration Number:	3621033	OOMPH!
Registration Number:	3696634	OOMPH!
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:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	F177379 TM 5581/0133
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NAME OF SUBMITTER:	Alana Gramer
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SIGNATURE:	/Alana Gramer/
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DATE SIGNED:	06/05/2018
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Total Attachments: 8

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**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY), dated as of June 1, 2018 (this “*Notice*”), is entered into among DEUTSCHE BANK AG NEW YORK BRANCH (“*DBNY*”), as Administrative Agent and Collateral Agent under the Credit Agreement (as defined below) (in such capacities, collectively, the “*Resigning Agent*”), ROYAL BANK OF CANADA (“*Royal Bank*”), in its capacity as Successor Administrative Agent and Successor Collateral Agent (collectively, in such capacities, “*Successor Agent*”) pursuant to the Agency Resignation and Assignment Agreement (defined below).

WHEREAS, SB/RH Holdings, LLC (“*Holdings*”), Spectrum Brands, Inc. (“*Lead Borrower*”), various lenders from time to time party thereto (the “*Lenders*”), the Resigning Agent and each of DBNY, Credit Suisse AG Cayman Islands Branch, JPMorgan Chase Bank, N.A. and Bank of America, N.A. as Issuing Banks, are party to that certain Amended and Restated Credit Agreement, dated as of June 23, 2015 (as amended by that certain First Amendment to Credit Agreement, dated as of October 6, 2016, that certain Second Amendment to Credit Agreement, dated as of March 6, 2017, that certain Third Amendment to Credit Agreement, dated as of April 7, 2017, that certain Fourth Amendment to Credit Agreement, dated as of May 16, 2017, that certain Fifth Amendment to Credit Agreement, dated as of March 28, 2018 and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, pursuant to the Loan Documents, certain Loan Parties granted to the Resigning Agent a security interest in certain collateral;

WHEREAS, the Resigning Agent and applicable Loan Parties entered into one or more Notices of Grant of Security Interest in Intellectual Property as identified on Schedule A attached hereto (the “*IP Security Agreements*”).

WHEREAS, the IP Security Agreements were recorded with the United States Patent and Trademark Office and United States Copyright Office as identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Resignation and Assignment Agreement dated as of the date May 22, 2018 entered into by and among the Resigning Agent, the Successor Agent, Holdings, the Lead Borrower, and each Subsidiary of the Lead Borrower that is a Subsidiary Guarantor (as defined in the Credit Agreement) (the “*Agency Resignation and Assignment Agreement*”) and the Sixth Amendment to Credit Agreement, dated as of May 22, 2018 entered into by and among the Lead Borrower and Royal Bank (“*Sixth Amendment*”), the Resigning Agent resigned as, and Successor Agent was appointed and accepted appointment as the Administrative Agent with all the rights, powers, privileges and duties of the Resigning Agent as Collateral Agent under the applicable Loan Documents, including in and to the IP Security Agreements.

NOW, THEREFORE, the parties agree as follows:

1. **Defined Terms.** Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Agency Resignation and Assignment Agreement, Credit Agreement, or other Loan Documents, as applicable.

2. **Succession and Replacement of Agency.** Pursuant to the terms and conditions set forth in the Agency Resignation and Assignment Agreement and Sixth Amendment, the Resigning Agent has ceased to be the Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as

Agent under the Loan Documents, and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent all of its right, title and interest in and to the IP Security Agreements with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral Documents, including in and to the Collateral scheduled on the IP Security Agreements. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Collateral granted to the Resigning Agent under the Loan Documents, including the IP Security Agreements and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

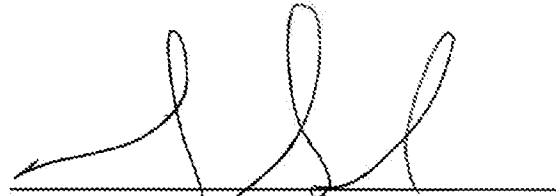
3. Incorporation. All terms set forth in the Agency Resignation and Assignment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Agency Resignation and Assignment Agreement, the terms set forth in Agency Resignation and Assignment Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

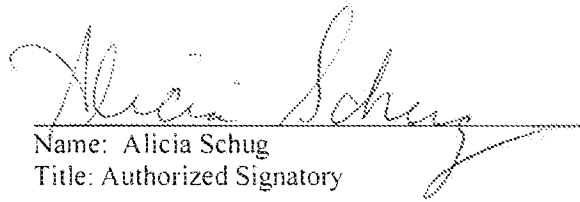
DEUTSCHE BANK AG NEW YORK BRANCH,
as Resigning Agent

By:



Name: Maria Gulichard
Title: Authorized Signatory

By:



Name: Alicia Schug
Title: Authorized Signatory

[Signature Page to Notice of Successor Agent and Assignment of Security Interest (Intellectual Property)]

TRADEMARK
REEL: 006397 FRAME: 0044

SUCCESSOR AGENT:

ROYAL BANK OF CANADA,
as Successor Agent

By: _____



Name:
Title:

Rodica Dutka
Manager, Agency

[Signature Page to Notice of Successor Agent and Assignment of Security Interest (Intellectual Property)]

TRADEMARK

REEL: 006397 FRAME: 0045

Schedule A

(Attached)

Schedule A-1

TRADEMARK

Owner Name	Mark	Country	Status	Application No.	Filing Date	Reg. No.	Reg. Date
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	77/232,633	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	1092674	Feb-19-1976
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	75/369,319	Feb-11-2002	3043112	Jan-17-2006
The Armor All/STP Products Company	ARMOR ALL	United States	Registered	76/096,995	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	386280	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	77/200,691	Jun-7-2007	3587958	Mar-10-2009
The Armor All/STP Products Company	ARMOR ALL AND VIKING DESIGN (2006)	United States	Registered	77/168,458	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	77/421,445	Mar-13-2008	3732077	Dec-29-2009
The Armor All/STP Products Company	ARMOR ALL QUICKSILVER	United States	Registered	85/889,279	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	ODMPH!	United States	Registered	76/871,476	Apr-27-2006	3621093	May-12-2009
The Armor All/STP Products Company	ODMPH! and Design	United States	Registered	77/473,670	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	2540684	Feb-19-2002
The Armor All/STP Products Company	STP	United States	Registered	72/017,872	Oct-22-1956	548087	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	77/625,903	Dec-4-2008	3779058	Apr-26-2010
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	3536177	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	329938	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-2-1973
The Armor All/STP Products Company	STP in Oval	United States	Registered	75/187058	Oct-24-1996	2109468	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	2203606	Feb-16-1999
The Armor All/STP Products Company	WEATHER SHIELD	United States	Pending	85/956,538	Jun-11-2013		

TRADEMARK

RECORDED: 06/06/2018

REEL: 006997 FRAME: 0049