

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY) REEL/FRAME 6213/0944

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: 31

Property Type	Number	Word Mark
Registration Number:	3042917	GLOFISH
Registration Number:	3056697	GLOFISH
Registration Number:	3454321	ELECTRIC GREEN
Registration Number:	3454322	SUNBURST ORANGE
Registration Number:	3454323	STARFIRE RED
Registration Number:	3538529	GLOFISH
Registration Number:	3571114	GLOFISH
Registration Number:	3698457	EXPERIENCE THE GLO
Registration Number:	4092327	COSMIC BLUE
Registration Number:	4092328	GALACTIC PURPLE
Registration Number:	4106117	GLOFISH
Registration Number:	4135171	GLOFISH
Registration Number:	4179898	GLOFISH
Registration Number:	4183684	GLOFISH
Registration Number:	4193765	GLOFISH EXPERIENCE THE GLO!
Registration Number:	4246375	GLOFISH
Registration Number:	4249457	MAKING SCIENCE GLO!
Registration Number:	4280886	GLO

OP \$790.00 3042917

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4281575	GLOFISH
Registration Number:	4297857	GLOFISH EXPERIENCE THE GLO!
Registration Number:	4347841	TAKE HOME THE GLO!
Registration Number:	4407673	GLOFISH
Registration Number:	4467174	GLOFISH
Registration Number:	4492401	MOONRISE PINK
Registration Number:	4493263	GLOFISH
Registration Number:	4618216	GLOFISH
Registration Number:	4832154	GLOFISH
Registration Number:	5009647	GLOFISH
Registration Number:	5018153	GLOPLANT
Registration Number:	5018154	GLOFLOWER
Serial Number:	87336396	GLOSNAIL

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: ipteam@cogencyglobal.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 6213/0944
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	06/05/2018

Total Attachments: 7

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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.

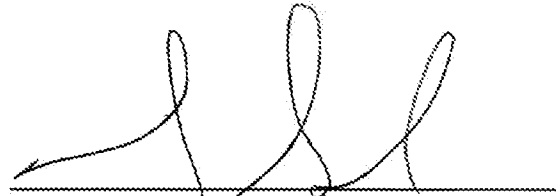
3. Incorporation. All terms set forth in the Agency Resignation and Assignment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Agency Resignation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

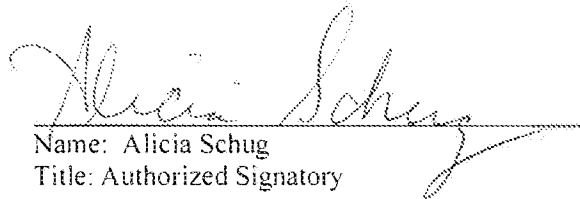
DEUTSCHE BANK AG NEW YORK BRANCH,
as Resigning Agent

By:



Name: Maria Gutrichard
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: 006430 FRAME: 0644

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: 006430 FRAME: 0645

Schedule A

(Attached)

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