

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																								
CONVEYING PARTY DATA																									
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Application Number:	61792896
Application Number:	61820437
Application Number:	13906417
Application Number:	61793288
Application Number:	13707782
Application Number:	13707843
Application Number:	61747591
Application Number:	13739439
Application Number:	13739528
Application Number:	61758019
Application Number:	61777777
Application Number:	61780257
Application Number:	61782879
Application Number:	61781644
Application Number:	61787959
Application Number:	61790905
Application Number:	61792650
Application Number:	61787982
Application Number:	29450210
Application Number:	13856699
Application Number:	61829844
Application Number:	61834331
Application Number:	13733739

#### CORRESPONDENCE DATA

Fax Number: 2604248316  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 260-425-4665  
 Email: mwever@btlaw.com  
 Correspondent Name: Michael E. Wever  
 Address Line 1: Barnes & Thornburg LLP  
 Address Line 2: 600 One Summit Square  
 Address Line 4: Fort Wayne, INDIANA 46815

ATTORNEY DOCKET NUMBER:	54569/84103
NAME OF SUBMITTER:	Michael E. Wever
Signature:	/Michael E. Wever/

**PATENT**

**REEL: 031030 FRAME: 0426**

08/15/2013

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

### (Patents, Patent Applications and Patent Licenses)

WHEREAS, Spectrum Brands, Inc. (the "**Company**"), Kwikset Corporation, Price Pfister, Inc., and United Pet Group, Inc., each a Delaware corporation; and Roycal, Inc., a California corporation (each herein referred to as a "**Grantor**"), owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, the Company, SB/RH Holdings, LLC ("**Holdings**"), Spectrum Brands Canada, Inc., the lenders party thereto, and Deutsche Bank AG New York Branch, as administrative agent (the "**Additional Authorized Representative**") are parties to a Credit Agreement dated as of December 17, 2012 (as amended, supplemented, modified or Refinanced from time to time in accordance with the terms of the ABL Intercreditor Agreement, the "**Additional Secured Debt Facility**");

WHEREAS, the Company, the Guarantors party thereto and US Bank, National Association, as indenture trustee (the "**Senior Indenture Trustee**") are parties to the Senior Secured Note Indenture dated as of June 16, 2010, pursuant to which the Company issued its 9.50% Senior Secured Notes due 2018;

WHEREAS, the Company, Holdings, the Grantors, other parties thereto, the Additional Authorized Representative, the Senior Indenture Trustee and Wells Fargo Bank, National Association, as collateral trustee (the "**Collateral Trustee**") are parties to a Collateral Trust Agreement dated as of June 16, 2010, pursuant to which the Collateral Trustee has been appointed by the Additional Authorized Representative on behalf of the lenders under the Additional Secured Debt Facility and the Senior Indenture Trustee on behalf of the Senior Noteholders (as defined in the Security Agreement described more fully below and as shall be the case for all capitalized terms used but not otherwise defined herein), and the Collateral Trustee has agreed to hold and administer the Liens granted pursuant to the Security Documents for the ratable benefit of all of the Secured Parties on a *pari passu* basis; and

WHEREAS, pursuant to the Security Agreement dated as of June 16, 2010 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Company, Holdings, the Grantors, other grantors party thereto and the Collateral Trustee, each Grantor has secured the Secured Obligations by granting to the Collateral Trustee for the benefit of the Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Collateral Trustee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Patent License recorded with the U.S. Patent and Trademark Office identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License recorded with the U.S. Patent and Trademark Office identified in Schedule 1 hereto).

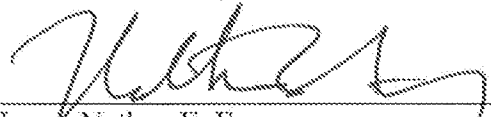
Each Grantor irrevocably constitutes and appoints the Collateral Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Collateral Trustee's name, from time to time, in the Collateral Trustee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which such Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Additional Secured Debt Facility, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

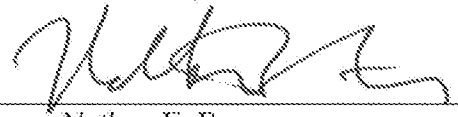
The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Collateral Trustee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30<sup>th</sup> day of July 2013

SPECTRUM BRANDS, INC.

By:   
Name: Nathan E. Fagre  
Title: Director and Vice President, Secretary  
and General Counsel

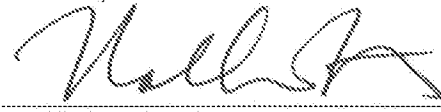
UNITED PET GROUP, INC.

By:   
Name: Nathan E. Fagre  
Title: Director and Vice President, Secretary

ROVCAL, INC.

By:   
Name: Nathan E. Fagre  
Title: Director and Secretary

PRICE PFISTER, INC.

By:   
Name: Nathan E. Fagre  
Title: Director and Vice President, Secretary

KWIKSET CORPORATION

By:   
Name: Nathan E. Fagre  
Title: Director and Vice President, Secretary

Acknowledged:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Trustee

By: Stefan Victory  
Name: STEFAN VICTORY  
Title: VICE PRESIDENT

## Patents Through June 30, 2013

Owner	Title	Country	Status	App. No.	App. Filing Date	Pat. No.	Issue Date	Case Type
Kwikset Corporation	Pick-Resistant Lock Cylinder Using Torque Resistance	US	Pending	61/733000	04-Dec-12	---	---	PRO
Kwikset Corporation	Electronic Lock System Having Proximity Mobile Device	US	Pending	61/736345	12-Dec-12	---	---	PRO
Kwikset Corporation	Electronic Deadbolt	US	Pending	61/776474	11-Mar-13	---	---	PRO
Kwikset Corporation	Induction Powered Electronic Lockset	US	Pending	61/776928	12-Mar-13	---	---	PRO
Kwikset Corporation	Electronic Lockset with Multi-Source Energy Harvesting Circuit	US	Pending	61/777872	12-Mar-13	---	---	PRO
Kwikset Corporation	Electronic Lock with Remote Monitoring	US	Pending	61/779145	13-Mar-13	---	---	PRO
Kwikset Corporation	Interconnected Locking System	US	Pending	61/780511	13-Mar-13	---	---	PRO
Kwikset Corporation	Pick-Resistant Lock Cylinder Using Torque Resistance	US	Pending	61/783141	14-Mar-13	---	---	PRO
Kwikset Corporation	Deadbolt Latch Assembly	US	Pending	61/784591	14-Mar-13	---	---	PRO
Kwikset Corporation	Removable Key Plug Assembly	US	Pending	61/790503	15-Mar-13	---	---	PRO
Kwikset Corporation	Electro-Mechanical Locks with Bezel Turning Function	US	Pending	61/788410	15-Mar-13	---	---	PRO
Kwikset Corporation	Wireless Lockset with Integrated Antenna, Touch Activation and Light Communication Method	US	Pending	61/792896	15-Mar-13	---	---	PRO
Kwikset Corporation	Electronic Lockset with Multi-Source Energy Harvesting Circuit	US	Pending	61/820437	07-May-13	---	---	PRO
Kwikset Corporation	Deadbolt with Status Indicator Light	US	Pending	13/906417	30-May-13	---	---	ORD
Price Pfister, Inc.	Thread Down Hub for Tub/Shower Valve	US	Pending	61/793288	15-Mar-13	---	---	PRO
Rovcal, Inc.	Inner Cutter for Rotary Shaver	US	Pending	13/707782	07-Dec12	---	---	ORD
Rovcal, Inc.	Inner Cutter for Rotary Shaver	US	Pending	13/707843	07-Dec-12	---	---	ORD
Rovcal, Inc.	Drive Component for Electric Shaver	US	Pending	61/747591	31-Dec-12	---	---	PRO
Rovcal, Inc.	Rotary Electric shaver	US	Pending	13/739439	11-Jan-13	---	---	ORD
Rovcal, Inc.	Electric Hair Trimmer	US	Pending	13/739528	11-Jan-13	---	---	ORD
Rovcal, Inc.	Blister Pack	US	Pending	61/758019	29-Jan-13	---	---	PRO
Rovcal, Inc.	Feedthrough Device	US	Pending	61/777777	12-Mar-13	---	---	PRO
Rovcal, Inc.	Food Preparation Appliance for Steam Cooking and Food Processing	US	Pending	61/780257	13-Mar-13	---	---	PRO
Rovcal, Inc.	Container and Blade Arrangement for Food Preparation Appliance	US	Pending	61/782879	14-Mar-13	---	---	PRO



Patents Through June 30, 2013

Rovcal, Inc.	Apparatus and Method for Brewing Beverages	US	Pending	61/781644	14-Mar-13	---	---	PRO
Rovcal, Inc.	Epilator	US	Pending	61/787959	15-Mar-13	---	---	PRO
Rovcal, Inc.	Epilator	US	Pending	61/790905	15-Mar-13	---	---	PRO
Rovcal, Inc.	Power Supply for Portable Electronic Devices	US	Pending	61/792650	15-Mar-13	---	---	PRO
Rovcal, Inc.	Epilator	US	Pending	61/787982	15-Mar-13	---	---	PRO
Rovcal, Inc.	Charger	US	Pending	29/450210	15-Mar-13	---	---	DES
Rovcal, Inc.	Heating Appliance	US	Pending	13/856699	04-Apr-13	---	---	ORD
Rovcal, Inc.	Tabletop Grill	US	Pending	61/829844	31-May-13	---	---	PRO
Rovcal, Inc.	Tabletop Grill	US	Pending	61/834331	12-Jun-13	---	---	PRO
United Pet Group, Inc.	Pet Enclosure	US	Pending	13/733739	03-Jan-13	---	---	CON

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