

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2755148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIQUID HOLDING COMPANY, INC.	03/05/2014
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS AGENT
Street Address:	185 ASYLUM STREET
Internal Address:	CITY ONE PLACE, 35TH FLOOR
City:	HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06103
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7033601
Patent Number:	7384647
Patent Number:	7875281
Application Number:	13682043
Application Number:	61865161
CORRESPONDENCE DATA	
Fax Number:	(404)522-8409
Phone:	404-420-5527
Email:	rjk@phrd.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	RHONDA J. KENYERI, PARALEGAL -- PHR&D
Address Line 1:	285 PEACHTREE CENTER AVENUE
Address Line 2:	SUITE 1500
Address Line 4:	ATLANTA, GEORGIA 30303
ATTORNEY DOCKET NUMBER:	2689-72

PATENT

NAME OF SUBMITTER:	BOBBI ACCORD
Signature:	/ba/
Date:	03/06/2014
Total Attachments: 6 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif source=Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT
(Patents, Patent Applications and Patent Licenses)

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made as of March 5, 2014, by and between the party named as a Grantor on the signature pages hereto ("Grantor"), and **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as collateral agent and administrative agent (together with its successors and assigns in such capacity, "Agent") for various financial institutions ("Lenders") party from time to time to the Loan Agreement (as defined below).

Recitals:

WHEREAS, Spectrum Brands, Inc. (the "Company") and certain of its subsidiaries and affiliates are party with Agent, Lenders, and certain other parties thereto to that certain Loan and Security Agreement dated as of June 16, 2010 (as amended, supplemented, modified or refinanced from time to time in accordance with the terms of the ABL Intercreditor Agreement, the "Loan Agreement");

WHEREAS, the Company has acquired all of the equity interests in the Grantor and, concurrently with the execution and delivery of this Agreement, Grantor is executing a certain Joinder Agreement to Loan and Security Agreement and other Loan Documents (the "Joinder Agreement"), pursuant to which the Grantor has agreed, among other things, to join the Loan Agreement as a "Borrower" thereunder and to grant to Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a security interest in and lien upon substantially all of its assets; and

WHEREAS, Agent and Lenders are willing to make loans and other financial accommodations to Borrowers (as such term is defined in the Loan Agreement), including the Grantor, from time to time pursuant to the terms of the Loan Agreement, provided that the Grantor executes this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to Agent, for the benefit of the Secured Parties, and to secure the Obligations (as such term is defined in the Loan Agreement), 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 owned by the Grantor, including, without limitation, each patent referred to in Schedule 1 hereto;
- (ii) each patent license 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 such Grantor (including, without limitation, any patent identified in Schedule 1 hereto) and all rights and benefits of such 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).

The Grantor irrevocably constitutes and appoints Agent 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 Agent's name, from time to time, in Agent's discretion, so long as any Event of Default (as such term is defined in the Loan Agreement) 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 Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Loan Agreement, the 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 the Grantor to Agent pursuant to the Loan Agreement. The Grantor acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

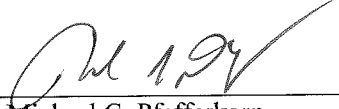
THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

[Remainder of page intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed and delivered by its duly authorized representative on the day and year first above written.

GRANTOR:

LIQUID HOLDING COMPANY, INC.

By: 
Name: Michael G. Pfefferkorn
Title: Vice President and Secretary

Accepted:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Matthew Bourgeois

Title: Senior Vice President

[Signature Page to ABL Patent Security Agreement]

Schedule 1 to Patent Security Agreement

PATENTS AND PATENT APPLICATIONS

OWNER	TITLE	APPLICATION/PATENT NO	STATUS
		FILING/ISSUE DATE	
Liquid Holding Company, Inc.	COMPOSITION AND METHOD FOR REPELLING SQUAMATE REPTILES	7,033,601 04/25/2006	ISSUED
Liquid Holding Company, Inc.	COMPOSITION AND METHOD FOR REPELLING MOLES, VOLES AND GOPHERS	7,384,647 06/10/2008	ISSUED
Liquid Holding Company, Inc.	COMPOSITION AND METHOD FOR REPELLING MOLES, VOLES AND GOPHERS	7,875,281 01/25/2011	ISSUED
Liquid Holding Company, Inc.	COMPOSITION AND METHOD OF TIME RELEASING ESSENTIAL OILS FOR ANIMAL REPELLENCY AND PESTICIDE USE	13/682,043 11/20/2012	PUBLISHED
Liquid Holding Company, Inc.	CONTAINER WITH SELF-CONTAINED SPRAYER	61/865,161 8/13/2013	PENDING

PATENT LICENSES

1. Exclusive License Agreement, dated as of January 12, 2011, by and between the Company Subsidiary and The University of Alabama.

2. Exclusivity Agreement, dated as of November 9, 2004, by and between the Company Subsidiary and George Ferko IV and International Technology and Development Company.
3. License Agreement, dated as of August 23, 2013, by and between the Company Subsidiary and WellPlant, Inc.
4. Product License Agreement, dated as of March 17, 2010, by and between the Company Subsidiary and Snell Scientifics, LLC.