

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2758280

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:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	625 MARQUETTE AVENUE, 11TH FLOOR
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55479
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13682043
Patent Number:	7033601
Patent Number:	7384647
Patent Number:	7875281
CORRESPONDENCE DATA	
Fax Number:	(612)333-6798
Phone:	612-333-2111
Email:	trademarks-mi@btlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	BARNES & THORNBURG LLP
Address Line 1:	225 SOUTH SIXTH STREET, SUITE 2800
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-4662
ATTORNEY DOCKET NUMBER:	54569-7
NAME OF SUBMITTER:	KERRY R. THOMPSON - PARALEGAL
Signature:	/Kerry R Thompson/

**PATENT**

Date:

03/07/2014

**Total Attachments: 6**

source=Patent Security Agreement - Liquid Fence - Redacted#page1.tif

source=Patent Security Agreement - Liquid Fence - Redacted#page2.tif

source=Patent Security Agreement - Liquid Fence - Redacted#page3.tif

source=Patent Security Agreement - Liquid Fence - Redacted#page4.tif

source=Patent Security Agreement - Liquid Fence - Redacted#page5.tif

source=Patent Security Agreement - Liquid Fence - Redacted#page6.tif

## PATENT SECURITY AGREEMENT

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

WHEREAS, Liquid Holding Company, Inc., a Delaware corporation (herein referred to as a “**Grantor**”), owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Spectrum Brands, Inc. (the “**Company**”), SB/RH Holdings, LLC (“**Holdings**”), Spectrum Brands Canada, Inc., Spectrum Brands Europe GmbH, 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 by Amendment No. 1 to Credit Agreement dated as of August 13, 2013, the New Term Loan Commitment Agreement No. 1 dated as of August 13, 2013, as amended and restated pursuant to the First Amendment and Restatement Agreement dated as of December 18, 2013 and as further 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, Holdings, the Grantor, other parties thereto, the Additional Authorized Representative, US Bank, National Association, as indenture trustee (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 Grantor, other grantors party thereto and the Collateral Trustee, the 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 the 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, the 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).

The 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, 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, 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.

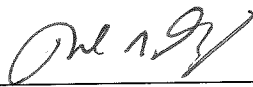
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Collateral Trustee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest 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.

THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 5th day of March, 2014.

LIQUID HOLDING COMPANY, INC.

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

[Signature Page to Patent Security Agreement – Spectrum]

Acknowledged:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Trustee

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

[Signature Page to Patent Security Agreement – Spectrum]

**PATENT**  
**REEL: 032403 FRAME: 0282**

**Schedule 1  
to Patent  
Security Agreement**

**REGISTERED PATENTS AND PATENT APPLICATIONS**

<b>OWNER</b>	<b>TITLE</b>	<b>APPLICATION/PATENT NO FILING/ISSUE DATE</b>	<b>STATUS</b>
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

REDACTED

## **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.