

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3112007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SPECTRUM BRANDS, INC.	10/30/2014
UNITED PET GROUP, INC.	10/30/2014
KWIKSET CORPORATION	10/30/2014
SPECTRUM BRANDS, INC. AS SUCCESSOR IN INTEREST TO ROVCAL, INC.	10/30/2014
UNITED INDUSTRIES CORPORATION AS SUCCESSOR IN INTEREST TO LIQUID HOLDING COMPANY, INC.	10/30/2014
PRICE PFISTER, INC.	10/30/2014
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	7000 CENTRAL PARKWAY, SUITE 550
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328
PROPERTY NUMBERS Total: 26	
Property Type	Number
Application Number:	62029057
Application Number:	61980468
Application Number:	61989629
Application Number:	62016336
Application Number:	62015796
Application Number:	62031520
Application Number:	62031548
Application Number:	14291227
Application Number:	29488293
Application Number:	29488304
Application Number:	29488413
Application Number:	29488291
Application Number:	29488172
Application Number:	29488300
Application Number:	29487484
PATENT	

Property Type	Number
Application Number:	29487487
Application Number:	29488411
Application Number:	29486952
Application Number:	29486786
Application Number:	29486764
Application Number:	29486797
Application Number:	29488405
Application Number:	29503551
Application Number:	29503513
Application Number:	62040213
Application Number:	62014279

CORRESPONDENCE DATA

Fax Number: (612)333-6798

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: 612-333-2111

Email: trademarks-mi@btlaw.com

Correspondent Name: BARNES & THORNBURG LLP

Address Line 1: 225 SOUTH SIXTH STREET, SUITE 2800

Address Line 4: MINNEAPOLIS, MINNESOTA 55402-4662

ATTORNEY DOCKET NUMBER:	54569-71
NAME OF SUBMITTER:	KERRY R. THOMPSON - IND. CONT. PARALEGAL
SIGNATURE:	/Kerry R. Thompson/
DATE SIGNED:	11/18/2014

Total Attachments: 9

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PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, Spectrum Brands, Inc. (the "**Company**"), United Industries Corporation, Price Pfister, Inc., Kwikset Corporation, and United Pet Group, Inc., each a Delaware 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.

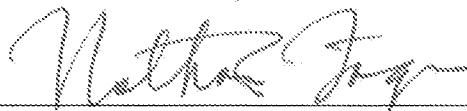
Except to the extent expressly permitted in the Security Agreement or the Additional Secured Debt Facility, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

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.


[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of October 30, 2014.

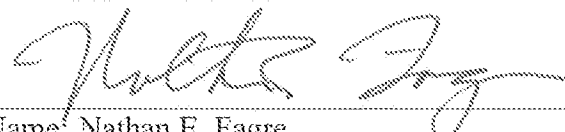
SPECTRUM BRANDS, INC.

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

UNITED PET GROUP, INC.

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

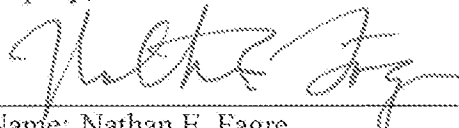
KWIKSET CORPORATION

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

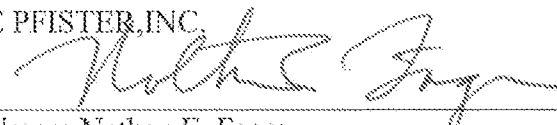
SPECTRUM BRANDS, INC. as successor in
interest to Rovcal, Inc.

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

UNITED INDUSTRIES CORPORATION, as
successor in interest to Liquid Holding
Company, Inc.

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

PRICE PFISTER, INC.

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

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Trustee

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

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**Schedule 1
to Patent
Security Agreement**

REGISTERED PATENTS AND PATENT APPLICATIONS

Schedule 1
to Patent
Security
Agreement

Owner Name	Title	Country	Status	Application Number	Filing Date	Patent Number	Issue Date	Application Type
To be assigned to Spectrum Brands, Inc.	LENS FOR USE WITH A FLASHLIGHT	US	Pending	62/029057	25-Jul-2014	-	-	PRO
Spectrum Brands, Inc.	HEATING APPLIANCE EMBODIMENTS	US	Pending	61/980468	16-Apr-2014	-	-	PRO
Spectrum Brands, Inc.	ELECTRIC HAIR GROOMING APPLIANCE INCLUDING TOUCHSCREEN	EP	Pending	14175580.1	3-Jul-2014	-	-	DIV
To be assigned to Spectrum Brands, Inc.	WAX APPLICATION SYSTEM AND METHODS	US	Pending	61/989629	7-May-2014	-	-	PRO
To be assigned to Spectrum Brands, Inc.	ELECTRIC GROOMING APPLIANCE	US	Pending	62/016336	24-Jun-2014	-	-	PRO
To be assigned to Spectrum Brands, Inc.	HEATED APPLIANCE	US	Pending	62/015796	23-Jun-2014	-	-	PRO
To be assigned to Spectrum Brands, Inc.	ELECTRIC SHAVER	US	Pending	62/031520	31-Jul-2014	-	-	PRO
To be assigned to Spectrum Brands, Inc.	ELECTRIC SHAVER	US	Pending	62/031548	31-Jul-2014	-	-	PRO
To be assigned to Spectrum Brands, Inc.	LENS FOR USE WITH A FLASHLIGHT	US	Pending	62/029057	25-Jul-2014	-	-	PRO
Spectrum Brands, Inc.	TABLETOP GRILL	CA	Pending	2852976	30-May-2014	-	-	ORD
Spectrum Brands, Inc.	TABLETOP GRILL	CN	Pending	201410336417.5	30-May-2014	-	-	ORD
Spectrum Brands, Inc.	TABLETOP GRILL	EP	Pending	14170674.7	30-May-2014	-	-	ORD
Spectrum Brands, Inc.	TABLETOP GRILL	US	Pending	14/291227	30-May-2014	-	-	ORD
Spectrum Brands, Inc.	TABLETOP GRILL	CA	Pending	2852976	30-May-2014	-	-	ORD
Spectrum Brands, Inc.	TABLETOP GRILL	CN	Pending	201410336417.5	30-May-2014	-	-	ORD
Spectrum Brands, Inc.	TABLETOP GRILL	EP	Pending	14170674.7	30-May-2014	-	-	ORD
Spectrum Brands, Inc.	TABLETOP GRILL	US	Pending	14/291227	30-May-2014	-	-	ORD
Kwikset Corporation	Padlock Jacket	US	Pending	29/488293	17-Apr-2014	-	-	DES
Kwikset Corporation	Lever	US	Pending	29/488304	17-Apr-2014	-	-	DES
Kwikset Corporation	Lever	US	Pending	29/488413	18-Apr-2014	-	-	DES

Owner Name	Title	Country	Status	Application Number	Filing Date	Patent Number	Issue Date	Application Type
Kwikset Corporation	Lever	US	Pending	29/488291	17-Apr-2014			DES
Kwikset Corporation	Lever	US	Pending	29/488172	16-Apr-2014			DES
Kwikset Corporation	Handleset	US	Pending	29/488300	17-Apr-2014			DES
Kwikset Corporation	Keyfob	US	Pending	29/487484	09-Apr-2014			DES
Kwikset Corporation	Keyfob	US	Pending	29/487487	09-Apr-2014			DES
Kwikset Corporation	Router	US	Pending	29/488411	18-Apr-2014			DES
Kwikset Corporation	Rekeyable Lock Cylinder Having Rotatable Key Followers	HK	Pending	14105785.2	18-Jun-2014			PCT
	Deadbolt With Status Indicator Light	WO	Pending	US2014/039073	22-May-2014			ORD
Kwikset Corporation	Deadbolt With Status Indicator Light	TW	Pending	103118489	27-May-2014			ORD
Kwikset Corporation	Keyfob	CA	Pending	NOT-YET-AVAILABLE	12-Sep-2014			DES
Kwikset Corporation	Padlock Jacket	CA	Pending	NOT-YET-AVAILABLE	12-Sep-2014			DES
Kwikset Corporation	Light for Deadbolt	US	Pending	29/486952	04-Apr-2014			DCP
Price Pfister, Inc.	Faucet	US	Pending	29/486786	02-Apr-2014			DES
Price Pfister, Inc.	Faucet Spout	US	Pending	29/486764	02-Apr-2014			DES
Price Pfister, Inc.	Faucet Handle	US	Pending	29/486797	02-Apr-2014			DES
Price Pfister, Inc.	Faucet	US	Pending	29/488405	18-Apr-2014			DES
Price Pfister, Inc.	Faucet	CA	Pending	156657	21-May-2014			DES
Price Pfister, Inc.	Faucet	CA	Pending	157730	18-Jul-2014			DES
Price Pfister, Inc.	Faucet	US	Pending	29/503551	26-Sep-2014			DES
Price Pfister, Inc.	Faucet	CN	Pending	201430351675.1	22-Sep-2014			DES
Price Pfister, Inc.	Faucet	CA	Pending	NOT-YET-AVAILABLE	12-Sep-2014			DES
Price Pfister, Inc.	Faucet Spout	CN	Pending	201430351551.3	22-Sep-2014			DES
Price Pfister, Inc.	Faucet Spout	CA	Pending	NOT-YET-AVAILABLE	15-Sep-2014			DES
Price Pfister, Inc.	Faucet	CA	Pending	NOT-YET-AVAILABLE	12-Sep-2014			DES
Price Pfister, Inc.	Faucet	CN	Pending	201430139940X	20-May-2014			DES

Owner Name	Title	Country	Status	Application Number	Filing Date	Patent Number	Issue Date	Application Type
Price Pfister, Inc.	Faucet	MX	Pending	MX/F/2014/0015 91	23-May-2014			DES
Price Pfister, Inc.	Faucet Handle	US	Pending	29/503513	26-Sep-2014			DES
Spectrum Brands, Inc.	Toaster with Thin Film Heating	US	Pending	62/040213	10-Jul-2014			PRO
Spectrum Brands, Inc.	Kettle with Thin Film Heating	US	Pending	62/014279	19-Jun-2014			PRO