

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3245064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SALIX ANIMAL HEALTH, LLC	02/24/2015
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE 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:	6895900
Patent Number:	D523591
Patent Number:	8613261
Application Number:	13418750
Application Number:	14067295
CORRESPONDENCE DATA	
Fax Number:	(404)522-8409
<i>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.</i>	
Phone:	404-420-5527
Email:	rjk@phrd.com
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
NAME OF SUBMITTER:	BOBBI ACCORD NOLAN
SIGNATURE:	/ban/
DATE SIGNED:	02/27/2015
Total Attachments: 9	

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

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made as of February 24, 2015, 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:

SALIX ANIMAL HEALTH, LLC

By: John Beattie
Name: John Beattie
Title: Vice President and Treasurer

[Signatures continue on the following page.]

AFFIDAVIT OF OUT-OF-STATE EXECUTION AND DELIVERY

I, **John Beattie**, after being duly sworn, did depose and state:

1. That I am the Vice President and Treasurer of **SALIX ANIMAL HEALTH, LLC**, a Florida limited liability company ("Salix").

2. That on or about February 24, 2015, I, on behalf of Salix, executed and delivered that certain Patent Security Agreement, dated as of February 24, 2015, relating to the Loan Agreement (the "Patent Security Agreement").

3. That the Patent Security Agreement was executed in Madison, Wisconsin and delivered to Paul, Weiss, Rifkind, Wharton & Garrison LLP in New York, New York, counsel for Salix, for delivery to counsel for the Agent, Parker, Hudson, Rainer & Dobbs, LLP, in Atlanta, Georgia.

4. That affiant is making this affidavit in order to confirm that the Patent Security Agreement was executed and delivered outside of the State of Florida.

[Remainder of Page Intentionally Left Blank]

FURTHER AFFIANT SAYETH NOT.

Executed this 24th day of February, 2015.

AFFIANT:

John Beattie
Name: John Beattie

SWORN TO AND SUBSCRIBED before me this 24th day of February, 2015, by
John Beattie, who is personally known to me.

NOTARIAL SEAL:

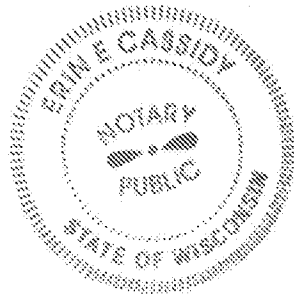
Notary: Erin E. Cassidy

Print Name: Erin E. Cassidy

Notary Public, State of Wisconsin

County of Dane

My commission expires: July 15, 2017



Accepted:

AGENT:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Matthew Bourgeois

Title: Senior Vice President

[Signature Page to ABL Patent Security Agreement (Biscuit)]

AFFIDAVIT OF OUT-OF-STATE EXECUTION AND DELIVERY

I, Matthew Bourgeois, after being duly sworn, did depose and state:

1. That I am the Senior Vice President of **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").

2. That on or about February 13th, 2015, I, on behalf of Agent, executed and delivered that certain Patent Security Agreement, dated as of February 13, 2015, relating to the Loan Agreement (the "Patent Security Agreement").

3. That the Patent Security Agreement was executed in Norwalk, CT and delivered to Parker, Hudson, Rainer & Dobbs, LLP, in Atlanta, Georgia, counsel for Agent.

4. That affiant is making this affidavit in order to confirm that the Patent Security Agreement was executed and delivered outside of the State of Florida.

[Remainder of Page Intentionally Left Blank]

FURTHER AFFIANT SAYETH NOT.

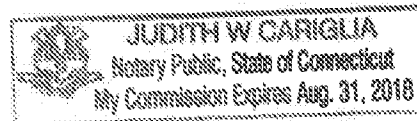
Executed this 13th day of February, 2015.

AFFIANT: [Signature]
Name: Matthew Bourgeois

SWORN TO AND SUBSCRIBED before me this 13th day of February, 2015, by Matthew Bourgeois, who is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Notary: Judith W. Cariglia
Print Name: Judith W. Cariglia
Notary Public, State of: Connecticut
My commission expires: 8/31/2018



[Signature Page to Florida Out of State Affidavit]

Schedule 1 to Patent Security Agreement

PATENTS AND PATENT APPLICATIONS

OWNER	TITLE	APPLICATION/PATENT NO	STATUS
		FILING/ISSUE DATE	
Salix Animal Health, LLC	ANIMAL CHEW TOY	6,895,900 05/24/2005	ISSUED
Salix Animal Health, LLC	ANIMAL CHEW	D523,591 06/20/2006	ISSUED
Salix Animal Health, LLC	METHOD OF MAKING DEGRADABLE ANIMAL CHEW TOY	8,613,261 12/24/2013	ISSUED
Salix Animal Health, LLC	TRIPLE LAYER PET TREAT	13/418,750 03/13/2012	PENDING
Salix Animal Health, LLC	DEGRADABLE ANIMAL CHEW TOY AND METHOD OF MAKING SAME	14/067,295 10/30/13	PUBLISHED