

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3253773

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	TELL MANUFACTURING, INC.	10/16/2014
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE	
Street Address:	7000 CENTRAL PARKWAY	
Internal Address:	SUITE 550	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30328	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8061086
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	cmeredithgoujon@paulweiss.com, dewilliams@paulweiss.com	
Correspondent Name:	CLAUDINE MEREDITH-GOUJON	
Address Line 1:	1285 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10019-6064	
ATTORNEY DOCKET NUMBER:	19440-028	
NAME OF SUBMITTER:	CLAUDINE MEREDITH-GOUJON	
SIGNATURE:	/Claudine Meredith-Goujon/	
DATE SIGNED:	03/06/2015	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT**(Patents, Patent Applications and Patent Licenses)**

WHEREAS, Tell Manufacturing, Inc., a Texas 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, 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 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 (as amended and/or supplemented from time to time), pursuant to which 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 16th day of October, 2014.

TELL MANUFACTURING, INC.

By:  10/13/14
Name: BRENT ESPLIN
Title:

[Signature Page to Patent Security Agreement – Spectrum]

PATENT
REEL: 035099 FRAME: 0831

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Trustee

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

**Schedule 1
to Patent
Security Agreement**

REGISTERED PATENTS AND PATENT APPLICATIONS

OWNER	TITLE	APPLICATION/PATENT NO FILING/ISSUE DATE	STATUS
Tell Manufacturing, Inc.	THRESHOLD WITH REMOVABLE FLASHING	8,061,086 11/22/2011	REGISTERED