

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P.		05/20/2009	LIMITED PARTNERSHIP: BERMUDA

**RECEIVING PARTY DATA**

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	600 East Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 474**

Property Type	Number	Word Mark
Registration Number:	1442060	PENGUIN
Registration Number:	1450698	MAGNUM
Registration Number:	1673431	BIO-WHEEL
Registration Number:	1675044	REGENT
Registration Number:	1675850	NEPTUNE
Registration Number:	2088320	ECLIPSE
Registration Number:	2163136	MARS
Registration Number:	2363092	TIDEPPOOL
Registration Number:	2396284	BLACK DIAMOND
Registration Number:	2396285	DIAMOND BLEND
Registration Number:	2396286	WHITE DIAMOND
Registration Number:	2407318	EXPLORER
Registration Number:	2450146	STARFISH

OP \$11865.00 1442060

Registration Number:	2626844	DUAL-TEMP
Registration Number:	2665859	
Registration Number:	2671497	MARINELAND
Registration Number:	2682717	FOR THE LIFE OF YOUR FISH
Registration Number:	2721662	STEALTH
Registration Number:	2730520	BIO-SPIRA
Registration Number:	2754278	MARINELAND LABS
Registration Number:	2778491	BIO-COAT
Registration Number:	2789505	BIO-BLEND
Registration Number:	2824967	WATERSCAPES
Registration Number:	2825970	SCIENCE FOR FISHKEEPING SUCCESS
Registration Number:	2875331	BIO-GARD
Registration Number:	2893345	FIN CLUB
Registration Number:	2897693	BIO-SAFE
Registration Number:	2947969	MARINELAND LABS LIFE SCIENCE SYSTEM
Registration Number:	2957887	LIFE SCIENCE SYSTEM
Registration Number:	2993344	AIRMASTER
Registration Number:	3017198	AQUA-TECH
Registration Number:	3164569	STEALTH
Registration Number:	0853463	INSTANT OCEAN
Registration Number:	1110319	
Registration Number:	1413934	SEA CURE
Registration Number:	1433726	VISI-THERM
Registration Number:	1459140	VISI
Registration Number:	1549044	VISI THERM
Registration Number:	1569019	MEGA MEDIA
Registration Number:	1675060	SEA SCOPE
Registration Number:	1684942	REEF CRYSTALS
Registration Number:	1687560	MAXI JET
Registration Number:	1784740	MINI-JET
Registration Number:	1836249	FANCYPLANTS
Registration Number:	1886021	DUETTO
Registration Number:	1888518	TWISTER
Registration Number:	1904543	JUNGLETALK
Registration Number:	1915827	MILLENNIUM

Registration Number:	1921945	MECHANICHEM
Registration Number:	1948571	IMPELLAIR
Registration Number:	1956224	BIOGRID
Registration Number:	1974941	TURBO-VENTURI
Registration Number:	2049725	MICRO-JET
Registration Number:	2084031	REEF EVOLUTION
Registration Number:	2125982	VISI-LUX
Registration Number:	2135892	HOLDFAST
Registration Number:	2276037	AMMEX
Registration Number:	2603613	SEAGARDEN
Registration Number:	2983296	VISI-THERM
Registration Number:	3001247	FUN FACTORY
Registration Number:	3001248	SMART TOYS
Registration Number:	3058491	SEABUFFER
Registration Number:	3121600	WATER'S EDGE
Registration Number:	2592658	RUFF ROPE
Registration Number:	2700935	TOOB SNAX
Registration Number:	1036495	START RIGHT
Registration Number:	1136570	GOLD FIX
Registration Number:	1140144	INSTO CHLOR
Registration Number:	1148175	HYPNO
Registration Number:	1149527	MOLLY BRIGHT
Registration Number:	1154341	BINOX
Registration Number:	1171824	AMMONIA SORBER
Registration Number:	1188263	AMMONIA SORB
Registration Number:	1188307	SERI CLEAN
Registration Number:	1192376	HOLDEX
Registration Number:	1207689	PLANT SAVER
Registration Number:	1229056	POND BLOCK
Registration Number:	2286062	PARASITE CLEAR
Registration Number:	1011986	JUNGLE
Registration Number:	1246116	CLEAR WATER
Registration Number:	1295578	GOLDFISH LIFE
Registration Number:	1310685	LIME OFF
Registration Number:	1345547	PARASITE GUARD

Registration Number:	1518551	GRAVEL WASH
Registration Number:	1567739	AMMONIA CHLORAMINE ELIMINATOR
Registration Number:	1600301	HOLE-N-HEAD GUARD
Registration Number:	1600302	INTERNAL PARASITE GUARD
Registration Number:	1607897	SHIP RIGHT
Registration Number:	1607898	VELVET GUARD
Registration Number:	1652830	MAGI CLEAR
Registration Number:	1676470	ANCHORS AWAY
Registration Number:	1739319	NET SOAK
Registration Number:	1740459	ICK CARE
Registration Number:	1742044	POND START
Registration Number:	1746253	JUNGLE POND
Registration Number:	1749186	AQUARI CLEAN
Registration Number:	1781989	POND WATER CLEAR
Registration Number:	1830965	ICK GUARD
Registration Number:	1840178	SHIMMY BLOCK
Registration Number:	1923188	POND GUARD
Registration Number:	1963484	JUNGLE
Registration Number:	2029501	PH DECREASER
Registration Number:	2031428	PH INCREASER
Registration Number:	2058355	BAG BUDDIES
Registration Number:	2113192	FISH CARE MADE EASY
Registration Number:	2127280	ACTION CLEANING PACK
Registration Number:	2136278	TANK BUDDIES
Registration Number:	2143455	CLEAR-ZYME
Registration Number:	2167465	WATER SAFE PLUS
Registration Number:	2169434	ICK CLEAR
Registration Number:	2180090	FUNGUS GUARD
Registration Number:	2180301	FUNGUS CLEAR
Registration Number:	2183140	PLANT CARE
Registration Number:	2200748	WATER CLEAR
Registration Number:	2203660	AMMONIA CLEAR
Registration Number:	2225963	START ZYME
Registration Number:	2228365	POND WATER SHADE
Registration Number:	2244040	FOUNTAIN BLOCK

Registration Number:	2252095	NO MORE ALGAE
Registration Number:	2290729	CORRECT PH
Registration Number:	2299785	AQUARIUM SUCCESS MADE SIMPLE
Registration Number:	2303043	FIZZ TAB SYSTEM
Registration Number:	2381023	FUNGUS ELIMINATOR
Registration Number:	2395967	ACE
Registration Number:	2410384	JUNGLE
Registration Number:	2478933	QUICK DIP
Registration Number:	2505406	BOWL BUDDIES
Registration Number:	2582147	JUNGLE
Registration Number:	2601019	CO2 FIZZ FACTORY
Registration Number:	2604527	NO MORE WHITE SCALE
Registration Number:	2620915	NO MORE FOAM
Registration Number:	2695497	FOUNTAIN KEEPER
Registration Number:	2741330	JUNGLE
Registration Number:	2764096	JUNGLE
Registration Number:	2770880	FIZZ TAB SYSTEM
Registration Number:	2839716	EZ TANKCARE
Registration Number:	2850407	CLUB JUNGLE
Registration Number:	2850421	CLUB JUNGLE RETAILER
Registration Number:	2873894	NO MORE ALGAE
Registration Number:	2890818	PLANT CARE SOLUTIONS
Registration Number:	2927374	PLANT CARE
Registration Number:	2934341	FISH CARE MADE EASY
Registration Number:	2948142	LIFEGUARD
Registration Number:	3009931	PLANT CARE SOLUTIONS
Registration Number:	3025898	PEPSO FOOD
Registration Number:	3211878	POND OXY CLEAR
Registration Number:	1321689	NATURE'S MIRACLE
Registration Number:	1625566	MOTHER'S LITTLE MIRACLE
Registration Number:	1999911	BEST BEHAVIOR
Registration Number:	2200192	IT'S A MIRACLE
Registration Number:	2443765	NATURE'S MIRACLE BLACKLITE
Registration Number:	2484223	NATURE'S MIRACLE JUST FOR CATS
Registration Number:	2484224	NATURE'S MIRACLE

Registration Number:	2672310	MOTHER'S LITTLE MIRACLE
Registration Number:	2672311	MOTHER'S LITTLE MIRACLE
Registration Number:	2727180	NATURE'S MIRACLE
Registration Number:	2734748	IT'S A MIRACLE THE NATURAL STAIN & ODOR REMOVER
Registration Number:	2791077	NATURE'S MIRACLE
Registration Number:	0242884	RAY-O-VAC
Registration Number:	0535347	
Registration Number:	0588682	SPORTSMAN
Registration Number:	0664347	RAY.O.VAC
Registration Number:	0664348	RAY.O.VAC
Registration Number:	1294128	WORKHORSE
Registration Number:	1485147	AIR 4000
Registration Number:	1500423	LUMA 2
Registration Number:	1503676	LOUD 'N CLEAR
Registration Number:	1507013	ROUGHNECK
Registration Number:	1520756	TANDEM
Registration Number:	1539096	RAYOVAC
Registration Number:	1632738	EXTRA
Registration Number:	1965348	PRO LINE
Registration Number:	2020767	AIRPOWER
Registration Number:	2123841	MAXIMUM
Registration Number:	0372566	REMINGTON
Registration Number:	0416818	REMINGTON
Registration Number:	0441201	LEKTRON
Registration Number:	0761721	REMINGTON
Registration Number:	0838328	SELECTRO
Registration Number:	0849758	SELEKTRONIC
Registration Number:	0871682	TRUE-TO-LIGHT
Registration Number:	0977729	REMINGTON
Registration Number:	0986980	REMINGTON
Registration Number:	0989674	REMINGTON
Registration Number:	1009949	REMINGTON
Registration Number:	1091858	REMINGTON
Registration Number:	1156146	REMINGTON
Registration Number:	1426404	VIC VAC

Registration Number:	1468831	THE RIGHT ANGLE
Registration Number:	1472924	REMINGTON
Registration Number:	1480838	REMINGTON
Registration Number:	1488188	TRIPLE ACTION
Registration Number:	1493914	SMOOTH & SILKY
Registration Number:	1502526	REMPRO
Registration Number:	1502859	CARE SETTER
Registration Number:	1505516	SHAVER SAVER
Registration Number:	1521571	MICROSHARP
Registration Number:	1528301	FUZZ-AWAY
Registration Number:	1531675	LADY REMINGTON
Registration Number:	1532739	REMINGTON
Registration Number:	1537945	SAFE-T
Registration Number:	1543298	LEKTRO
Registration Number:	1546845	REMINGTON
Registration Number:	1551381	REMINGTON SHAVERS & KNIVES
Registration Number:	1565523	HYGIENIC CLIPPER
Registration Number:	1734704	REMINGTON
Registration Number:	2217842	SALON PERFORMANCE
Registration Number:	2283980	PRECISION
Registration Number:	2298887	PRO AIR
Registration Number:	2300884	PRECISION
Registration Number:	2327340	MICROFLEX
Registration Number:	2418428	SHEER GOLD
Registration Number:	2420306	REMINGTON
Registration Number:	2495134	REMINGTON
Registration Number:	2516012	THE REMINGTON STORE
Registration Number:	2533063	TOTAL CLOSENESS TECHNOLOGY
Registration Number:	2551193	INTERCEPT TRIMMER
Registration Number:	2551194	NATURE'S CLOCK BY REMINGTON
Registration Number:	2559581	TWISTERS
Registration Number:	2560463	SHIMMER
Registration Number:	2561659	REMINGTON
Registration Number:	2562570	TOTAL CLOSENESS OR YOUR MONEY BACK
Registration Number:	2562592	TRAVEL 'N STYLE

Registration Number:	2570249	REMINGTON
Registration Number:	2574618	PRO AIR PEARLESSENCE
Registration Number:	2582586	BACKPACKERS
Registration Number:	2602462	FLASHYLIGHTS
Registration Number:	2605929	SPEED SETTER
Registration Number:	2613190	NATURE'S THERAPY COLLECTION
Registration Number:	2616275	X CELL
Registration Number:	2647545	REMINGTON
Registration Number:	2664712	SHAVES INCREDIBLY CLOSE OR YOUR MONEY BACK
Registration Number:	2699029	REMINGTON
Registration Number:	2707727	PRODIGY
Registration Number:	2768059	PRECISION PRO
Registration Number:	2778600	SUPER SONIC
Registration Number:	2825929	I-C3
Registration Number:	2843598	RAYOVAC
Registration Number:	2854794	TWISTERS
Registration Number:	2856584	TRIM & SHAPE
Registration Number:	2914933	MICROSCREEN
Registration Number:	2919024	VOLUME MAXIMIZER
Registration Number:	2935463	POWER TO LOOK YOUR BEST
Registration Number:	2979469	TRILOGY
Registration Number:	2983666	REMINGTON
Registration Number:	3091477	HIGH PRECISION
Registration Number:	3112798	WET2STRAIGHT
Registration Number:	3130939	ALL THAT!
Registration Number:	3201654	ALL THAT
Registration Number:	1919128	BLOOM PLUS
Registration Number:	2637753	GREENHOUSE PROFESSIONAL PRODUCTS
Registration Number:	2657947	GARDEN BREEZE
Registration Number:	2726070	GARDEN MARKER
Registration Number:	2786855	GROW SOMETHING
Registration Number:	2851285	BLOSSOM BOOSTER
Registration Number:	1958944	CAT RACKET TUNNEL
Registration Number:	1958945	ACTION SCRATCHER
Registration Number:	2013208	LAZY PET



Registration Number:	2016996	MALIBU PET PRODUCTS
Registration Number:	2120740	
Registration Number:	2171266	POOCH PACK
Registration Number:	2177253	FELINE FISHING
Registration Number:	2192420	CATTER UP
Registration Number:	2199160	PET-O-PEDIC
Registration Number:	2202971	DOOR CATTIE
Registration Number:	2202992	WANGLER DANGLER
Registration Number:	2326616	FLIP-N-FLOP
Registration Number:	2329525	KITTY KUBBYHOLE
Registration Number:	2365469	CANINE CAMO
Registration Number:	2375221	KITTY CRADLE
Registration Number:	2388975	LOUNGER
Registration Number:	2512913	REST STOP
Registration Number:	2912196	POOP PATROL
Registration Number:	0186125	VIGORO
Registration Number:	0195478	
Registration Number:	0525504	VERTAGREEN
Registration Number:	0557330	REAL-KILL
Registration Number:	0664891	SHINE MAGIC
Registration Number:	0674054	BANDINI
Registration Number:	0686131	STA-GREEN
Registration Number:	0716317	SPECTRACIDE
Registration Number:	0807450	STA-GREEN
Registration Number:	0822216	VIGORO
Registration Number:	0830067	FUN
Registration Number:	0834914	STA-GREEN
Registration Number:	0834949	SUBURBAN
Registration Number:	0835686	NO-PEST
Registration Number:	0838194	
Registration Number:	0842707	TEE-GREEN
Registration Number:	0847806	SOILIFE
Registration Number:	0862985	RID-A-BUG
Registration Number:	0879341	GRO-TONE
Registration Number:	0921385	HOT SHOT

Registration Number:	1044608	SPECTRUM
Registration Number:	1058205	HOT SHOT
Registration Number:	1058884	CONQUER
Registration Number:	1114763	SEED & SOD
Registration Number:	1123884	NURSERY SPECIAL
Registration Number:	1145046	BAG-A-BUG
Registration Number:	1165584	MIXERATOR
Registration Number:	1196097	WEED STOP
Registration Number:	1203346	BAG-A-BUG
Registration Number:	1270432	BULB BOOSTER
Registration Number:	1285753	REPEL
Registration Number:	1287510	BULB BOOSTER
Registration Number:	1341985	CUTTER
Registration Number:	1368478	NATURAL LUSTRE OF THE NEW BORN LEAF
Registration Number:	1400888	RID-A-ROACH
Registration Number:	1403613	JUST ADD 7 DROPS PER QUART WATER, EVERY TIME YOU WATER, EVERY THING YOU GROW.
Registration Number:	1425404	BETTER-GARDENS
Registration Number:	1426130	
Registration Number:	1427065	INSTAGREEN
Registration Number:	1428022	STARTS AND FEEDS
Registration Number:	1433468	SPECIAL DELIVERY
Registration Number:	1455964	GREENSKOTE
Registration Number:	1457144	EXPIRE
Registration Number:	1471840	BED MIX
Registration Number:	1514215	GOAL LINE
Registration Number:	1539907	SUPREME GREEN
Registration Number:	1545948	BEAUTIFUL-GARDENS
Registration Number:	1548755	BETTER LAWNS
Registration Number:	1657901	BLOOM START
Registration Number:	1679773	FLOWER POWER
Registration Number:	1682555	GRO-TONE
Registration Number:	1726983	SUN & BUG STUFF
Registration Number:	1730436	SPORTSMEN FORMULA
Registration Number:	1730497	GREEN TURF

Registration Number:	1739259	FAMILY FORMULA
Registration Number:	1757957	BACKWOODS CUTTER
Registration Number:	1842263	WATER BASED
Registration Number:	1848837	EARTH CARE
Registration Number:	1878371	ALL AMERICAN
Registration Number:	2029200	DEAD AND GONE, TWICE AS LONG
Registration Number:	2034176	INSECT BLOCK
Registration Number:	2097731	ZIPPER SEAL
Registration Number:	2109856	SPECTRACIDE IMMUNOX
Registration Number:	2131625	REPEL
Registration Number:	2148032	WEED STOP
Registration Number:	2230960	VIGORO
Registration Number:	2248315	3 PLUS 3
Registration Number:	2255804	HOT SHOT ANT KILLER PLUS
Registration Number:	2270338	BUG STOP
Registration Number:	2279215	PANSY BOOSTER
Registration Number:	2285056	MUM BOOSTER
Registration Number:	2298646	SMART SOIL
Registration Number:	2298941	SPECTRACIDE PRO
Registration Number:	2304658	STA-GREEN
Registration Number:	2364953	AQUAGUARD
Registration Number:	2404259	MAXI-IRON
Registration Number:	2405203	COLORBURST
Registration Number:	2406222	SUPER BLADE
Registration Number:	2406243	SUPER PLUSH
Registration Number:	2410618	SUPER GREEN
Registration Number:	2412440	GRO-RITE
Registration Number:	2432006	MOLE STOP
Registration Number:	2453563	LAST BITE
Registration Number:	2463134	DESTINATION OUTDOORS
Registration Number:	2468716	DESTINATION OUTDOORS OUTDOOR HEALTH & SAFETY
Registration Number:	2474053	MAXATTRAX ULTRA
Registration Number:	2482690	PROTERRA
Registration Number:	2486382	AMERICA'S BEST VALUE FOR ALL YOUR LAWN & GARDEN NEEDS!

Registration Number:	2502381	COLORBURST
Registration Number:	2509454	IRON GREEN
Registration Number:	2513317	KNOW HOW KNOW WHO
Registration Number:	2513345	SUPER COLOR FORMULA
Registration Number:	2513498	CLASSIC FORMULA
Registration Number:	2555710	SPECTRACIDE
Registration Number:	2560460	ANT SHIELD
Registration Number:	2566259	ICE DEFENSE
Registration Number:	2566698	SPECTRACIDE TERMINATE
Registration Number:	2569648	REAL FLAVOR
Registration Number:	2576615	AMERICA'S GROUNDSKEEPER
Registration Number:	2600322	REAL FRESH
Registration Number:	2604863	MAKES YOU INVISIBLE TO BUGS
Registration Number:	2631594	SPORTSMEN FORMULA
Registration Number:	2636140	MOSS-EX
Registration Number:	2640241	BLOOM MASTER
Registration Number:	2674595	REPEL LEMON EUCALYPTUS
Registration Number:	2691729	PROTECT
Registration Number:	2715044	POTTING SOIL PLUS
Registration Number:	2747030	SKINSATIONS
Registration Number:	2747031	CRAB-EX
Registration Number:	2753678	CTR
Registration Number:	2767489	START RIGHT
Registration Number:	2767661	START RIGHT
Registration Number:	2769766	SPRAY GREEN
Registration Number:	2799028	GARDEN SAFE
Registration Number:	2815651	SMART STEPS
Registration Number:	2816329	"THE WORD FOR FERTILIZER"
Registration Number:	2818236	STRONG-START
Registration Number:	2818289	TRIAZICIDE
Registration Number:	2841439	GRUB STOP
Registration Number:	2857469	FUNGICIDE3
Registration Number:	2858463	TICK DEFENSE
Registration Number:	2865530	MOISTURE-MIX
Registration Number:	2872903	GREEN TURF

Registration Number:	2877816	COLORCOTE
Registration Number:	2878303	TRIAZICIDE
Registration Number:	2882091	COMPOSITE TIMED RELEASE
Registration Number:	2885602	FAMILY FORMULA
Registration Number:	2903602	GARDEN SAFE
Registration Number:	2916782	EXTREMELY FAST EXTREMELY EFFECTIVE
Registration Number:	2920374	SCHULTZ
Registration Number:	2936701	MOSQUITO STOP
Registration Number:	2946464	CRAB-EX PLUS
Registration Number:	2956524	MOISTURE PLUS
Registration Number:	2963188	NEST DESTROYER
Registration Number:	2977066	EZSPRAY
Registration Number:	2979577	BETTER PLANTS BETTER PLANET
Registration Number:	2982321	BUG FREE BACKYARD
Registration Number:	3015297	ATLANTA TURF SPECIAL
Registration Number:	3015643	OUTDOORSMAN
Registration Number:	3016760	BUG FREE BACKYARD
Registration Number:	3031441	SPORTSMEN MAX FORMULA
Registration Number:	3035133	TAKEROOT
Registration Number:	3035210	MOISTURE MAX
Registration Number:	3038884	START-N-GRO
Registration Number:	3059716	PERFECT SEED
Registration Number:	3082729	TRI-MIX
Registration Number:	3134613	POWER SPRAY
Registration Number:	0608466	ST. AUBREY
Registration Number:	0628413	ST. AUBREY
Registration Number:	1008287	PERFECT COAT
Registration Number:	1017263	CALCIDEE
Registration Number:	1392092	VITA-SOL
Registration Number:	1482983	BIRD PROTECTOR
Registration Number:	1528528	ULTRA-BLEND
Registration Number:	1838547	EXCEL PLUS
Registration Number:	1838548	EXCEL
Registration Number:	1874089	AVILAC
Registration Number:	1902337	NUTRICOAT

Registration Number:	2007008	ONE EARTH
Registration Number:	2010909	PROZONE
Registration Number:	2012599	ONE EARTH
Registration Number:	2036038	ONE EARTH
Registration Number:	2181717	8 IN 1
Registration Number:	2360442	DINGO
Registration Number:	2586260	KOOKAMUNGA
Registration Number:	2628064	DINGO BRAND
Registration Number:	2632649	KOOKAMUNGA
Registration Number:	2650462	PETNATION
Registration Number:	2664472	NOZ TO NOZ
Registration Number:	2703076	NOZ TO NOZ
Registration Number:	2707794	NOZ TO NOZ
Registration Number:	2772431	SOF-KRATE
Registration Number:	2798249	D.D.S. DOGGIE DENTAL SOLUTIONS
Registration Number:	2805252	D.D.S. DOGGIE DENTAL SOLUTIONS
Registration Number:	2835102	PORT-A-CRATE
Registration Number:	2846801	FRESH RESULTS
Registration Number:	2855009	AVIZON
Registration Number:	2863127	PET NATION
Registration Number:	2913717	MASTER'S MINTS
Registration Number:	2972978	COMPLETE
Registration Number:	2982115	COAT SHIELD PROTECTION
Registration Number:	3035292	FIRSTRAX
Registration Number:	3035293	NO TRACE
Registration Number:	3035303	BACKYARDPET
Registration Number:	3083779	KODIAK
Registration Number:	3088742	SOF-PEN
Registration Number:	3102058	YUKON
Registration Number:	3107933	MEATY MIDDLES
Serial Number:	78771544	LIFEGUARD
Serial Number:	78916293	HYBRID
Serial Number:	76256750	BLITZ
Serial Number:	76560345	ONCE & DONE.
Serial Number:	78490767	ALL FAMILY

Serial Number:	78896114	SMART-KILL
Serial Number:	78907007	VIGORO
Serial Number:	77080315	8IN1
Serial Number:	77080338	8IN1
Serial Number:	78506778	PORT-A-PEN
Serial Number:	78529452	AUSSIE WRAPS
Serial Number:	78596422	WACKY WABBIT
Serial Number:	78675781	OUTBACK BITES

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34511
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/14/2009

Total Attachments: 25  
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SUCCESSOR AGENT AGREEMENT dated as of May 20, 2009 (this "**Agreement**"), among THE BANK OF NEW YORK MELLON ("**BNY Mellon**" or the "**Successor Agent**"), GOLDMAN SACHS CREDIT PARTNERS L.P. ("**GS**"), in its capacities as the former Administrative Agent and Collateral Agent under the Credit Agreement referred to below and the other Loan Documents (in such capacities, the "**Resigned Agent**"), the LENDERS under the Credit Agreement party hereto and SPECTRUM BRANDS, INC. (the "**Borrower**").

Reference is made to (a) the Credit Agreement dated as of March 30, 2007 (as amended, supplemented or otherwise modified through the date hereof, the "**Credit Agreement**"), among the Borrower, the Lenders party thereto, GS, as the Resigned Agent and the Syndication Agent, Wachovia Bank, National Association, as the Deposit Agent, and Bank of America, N.A., as an LC Issuer, and (b) the Notice of Resignation of the Resigned Agent dated March 25, 2009 (the "**Resignation Notice**"). Capitalized terms used but not defined herein have the meanings assigned to such terms in the Credit Agreement.

Pursuant to and in accordance with Section 9.07 of the Credit Agreement and the Resignation Notice, the Resigned Agent's resignation as Administrative Agent under the Credit Agreement and the other Loan Documents (the "**Resignation**") became effective on April 24, 2009 (the "**Resignation Date**"), and the Resigned Agent became discharged from its duties and obligations under the Credit Agreement and the other Loan Documents.

The Lenders party hereto, which constitute at least the Required Lenders, desire to appoint, with the approval of the Borrower, BNY Mellon as the successor Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents, and BNY Mellon desires to accept such appointment.

Accordingly, the parties hereto agree as follows:

**Section 1. Appointment.** (a) The Lenders party hereto hereby appoint BNY Mellon as the successor Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents (in such capacities, the "**Successor Agent**"), and BNY Mellon hereby accepts such appointment. The Borrower hereby approves such appointment. In connection with the foregoing, the Successor Agent hereby becomes vested with all the rights, powers, privileges and duties of the Administrative Agent and the Collateral Agent under the Credit Agreement and the other Loan Documents.

(b) It is understood and agreed that the Successor Agent shall bear no responsibility and shall not be liable for any actions taken or omitted to be taken by the Resigned Agent or that otherwise occurred prior to the date hereof.

**Section 2. Representations and Warranties of Resigned Agent.** In order to induce the Successor Agent to enter into this Agreement, the Resigned Agent hereby represents and warrants to the Successor Agent that:

(a) **Loan Status.** The Resigned Agent has heretofore provided to the Successor Agent information setting forth, based on the Register as of the Resignation Date, (i) the aggregate outstanding principal amount of, and accrued interest payable on, the Loans, and (ii) each Borrowing outstanding as of the Resignation Date and, in the case of any such Borrowing that is a Eurocurrency Rate Loan, the first and last day of the then current Interest Period in respect thereof and the Eurocurrency Rate applicable thereto.

(b) **Current Lenders.** The Resigned Agent has heretofore provided to the Successor Agent, based on the Register as of the Resignation Date, a list of the Lenders as of the Resignation Date and the aggregate outstanding principal amount of each Lender's Loans.

(c) **Loan Documents.** Schedule I sets forth a list of all the Loan Documents in the possession of the Resigned Agent or its counsel, the ABL Intercreditor Agreement and that certain Letter Agreement dated January 30, 2009, between the Borrower and the Resigned Agent.

**Section 3. Covenants of the Resigned Agent.** The Resigned Agent covenants and agrees that it will, in each case at the Borrower's or Lenders' sole expense (in accordance with and pursuant to Article IX and Section 10.04 of the Credit Agreement):

(a) promptly after the date hereof, deliver, or cause to be delivered, to the Successor Agent true and correct copies of the Loan Documents set forth on Schedule I to the extent such documents have not been delivered to the Successor Agent on or prior to the date hereof (including, if reasonably requested by the Successor Agent, the originals thereof to the extent such originals are readily available to the Resigned Agent or its counsel);

(b) promptly after the date hereof, deliver, or cause to be delivered, to the Successor Agent, (i) copies of any written notices received by the Resigned Agent from the Borrower that are expressed to be delivered pursuant to Sections 1.03(b), 6.02(f), 6.02(g), and 6.03 of the Credit Agreement, (ii) copies of the annual and quarterly financial statements most recently received by the Resigned Agent from the Borrower under Section 6.01(a) or 6.01(b) of the Credit Agreement, together with any certificate or schedule received by the Resigned Agent from the Borrower in connection with such financial statements under Section 6.02(a) of the Credit Agreement, and (iii) copies of any written notice provided by the Resigned Agent to the Borrower pursuant to Section 8.01(c) of the Credit Agreement;

(c) promptly after the date hereof, deliver, or cause to be delivered, to the Successor Agent copies of all UCC financing statements, mortgages, filings with the United States Patent and Trademark Office and in the United States Copyright Office and other filings, registrations, recordings, consents and notices made by or on behalf of the Resigned Agent in order to create or perfect its Liens on the Collateral, including but not limited to the Loan Documents set forth on Schedule I;

(d) execute such documents as may be reasonably requested by the Successor Agent to vest the rights and privileges of the “Administrative Agent” or the “Collateral Agent” under the Loan Documents in the Successor Agent, including the execution, delivery and filing of any assignments, conveyances or any other documents necessary or desirable in connection therewith; and

(e) take, or cause to be taken, all other actions reasonably requested by the Successor Agent to facilitate the transfer of information in the Resigned Agent’s possession from the Resigned Agent to the Successor Agent in connection with the Loan Documents.

In furtherance of the foregoing, it is understood and agreed that the Resigned Agent shall not be required to take any action or exercise any right, power or privilege (including the exercise of any rights or remedies) under the Loan Documents unless expressly requested in writing by the Successor Agent or otherwise required by the Loan Documents. The Resigned Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Resigned Agent may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. Without limiting the foregoing, it is understood and agreed that (i) the Resigned Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any information with respect to any Lender provided by such Lender and (ii) except to the extent expressly set forth in Section 2 above, any information heretofore or hereafter provided by the Resigned Agent to the Successor Agent is being provided without any representation or warranty by the Resigned Agent. The Resigned Agent may consult with legal counsel (who may be counsel for the Borrower and its Subsidiaries), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

**Section 4. Successor Agent’s Fees.** From and after the date hereof, the Successor Agent shall be entitled to receive the agency fees separately agreed upon by the Borrower and the Successor Agent, and such fees shall constitute “Obligations” for all purposes of the Credit Agreement and the other Loan Documents.

**Section 5. Resigned Agent’s Fees.** The Resigned Agent hereby waives its right to receive fees under the Fee Letter dated March 30, 2007, between the Borrower and the Resigned Agent.

**Section 6. Amendments to Loan Documents.**

(a) **General.** The parties hereby agree and acknowledge that, from and after the date hereof, BNY Mellon shall be, and shall be deemed to be, the Administrative Agent and the Collateral Agent under the Credit Agreement and the other Loan Documents. In furtherance of the foregoing, all defined terms referencing GS as the Administrative Agent or the Collateral Agent in the Credit Agreement or any other Loan

Documents shall be deemed to have been amended to refer to BNY Mellon, as the Administrative Agent or the Collateral Agent, as applicable, thereunder.

(b) ***Other Amendments to the Credit Agreement.***

(i) Section 1.01 of the Credit Agreement is hereby amended as follows:

(A) the definition of the term “Fee Letters” is amended and restated in its entirety as follows:

“***Fee Letters***” means (a) the Fee Letter dated March 11, 2007, between the Borrower and the Arrangers, (b) the Fee Letter dated March 30, 2007, between the Borrower and the Deposit Agent and (c) the Fee Letter dated April 8, 2009, between the Borrower and the Administrative Agent.

(B) the references to “JPMorgan Chase Bank, N.A.” in the definitions of the terms “Average Dollar Equivalent”, “Equivalent” and “Eurocurrency Base Rate” shall be deemed to have been amended to refer to “The Bank of New York Mellon”.

(ii) Section 9.03(b) of the Credit Agreement is hereby amended to add the following after the last sentence:

“To the extent permitted by applicable Law, no Lender shall assert, and each Lender hereby waives, any claim against the Administrative Agent or the Collateral Agent and their respective Affiliates, directors, employees, attorneys, agents or sub-agents, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, arising out of, as a result of, or in any way related to, this Agreement or any Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Lender hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. Notwithstanding anything to the contrary contained in this Agreement or the other Loan Documents neither the Administrative Agent nor the Collateral Agent (i) shall be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or the exercise of any of its rights or powers; (ii) shall be responsible or liable for any failure or delay in the performance of its obligations under this Agreement or any other Loan Document arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation,

acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; business interruptions; loss or malfunctions of utilities, computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authority and governmental action; (iii) shall be required to qualify in any jurisdiction in which it is not presently qualified; or (iv) shall be responsible for (x) perfecting, maintaining, monitoring, preserving or protecting the security interest or Lien granted under this Agreement or other Loan Documents, (y) the filing, re-filing, recording, re-recording or continuing of any document, financing statement, mortgage, assignment, notice, instrument of further assurance or other instrument in any public office at any time or times or (z) providing, maintaining, monitoring or preserving insurance on or the payment of taxes with respect to any of the Collateral, it being understood that for purposes of this clause (iv), if the Collateral Agent receives a notice pursuant to Section 6.13 or any similar notice pursuant to any other Loan Document, the Collateral Agent shall be responsible for taking such actions as are expressly set forth in the Loan Documents in response to such notice.”

(iii) Section 9.07 of the Credit Agreement is hereby amended to add the following after the last sentence:

“Notwithstanding the foregoing, the resignation of the Administrative Agent and the Collateral Agent shall be effective upon the earlier to occur of: (i) 30 days after such prior written notice of Administrative Agent’s resignation, or (ii) the acceptance of any appointment as the Administrative Agent hereunder by a successor Administrative Agent; whereupon such resigning Administrative Agent and Collateral Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. For the avoidance of doubt, if no successor Administrative Agent shall have been so appointed within 30 days after the resigning Administrative Agent gives notice of its resignation, then the Lenders shall assume and perform all the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor Administrative Agent, as provided for above.”

(iv) Section 10.07 of the Credit Agreement is hereby amended by deleting the period at the end of the first sentence and replacing it with the following:

“; provided further, it is understood that such prior notice is not permitted by the Federal Reserve without its prior approval.”

(v) Schedule 10.02 to the Credit Agreement is hereby amended to delete the address and other contact information for the Resigned Agent and insert the following addresses and other contact information for BNY Mellon:

The Bank of New York Mellon  
 600 East Las Colinas Blvd.  
 Suite 1300  
 Irving, TX 75039  
 Attention Melinda Valentine/Vice President  
 Telephone: (972) 401-8500  
 Telecopier: (972) 401-8555

with a copy to (which shall not constitute notice)  
 McGuire, Craddock & Strother, P.C.  
 500 North Akard  
 Suite 3550  
 Dallas, TX 75201  
 Attention: Jonathan Thalheimer  
 Telephone: (214) 954-6855  
 Telecopier: (214) 954-6868  
 E-Mail: [jthalheimer@mcsllaw.com](mailto:jthalheimer@mcsllaw.com)

**Section 7. Effect of this Agreement.** (a) Notwithstanding this Agreement and the resignation of the Resigned Agent effected pursuant hereto, the parties hereto hereby agree that the provisions of Article IX of the Credit Agreement and Section 10.04 of the Credit Agreement shall continue in effect for the benefit of the Resigned Agent in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent or the Collateral Agent, and any actions taken or omitted to be taken by it under or in connection with this Agreement, whether prior to or after the date hereof and notwithstanding the effectiveness of the Resignation. In furtherance of the foregoing, the Borrower, the Successor Agent and the Lenders party hereto hereby acknowledge and agree that (i) any action taken or omitted to be taken by the Resigned Agent, its sub-agents and its and their Related Parties under or in connection with this Agreement, including pursuant to any request or instruction made by or on behalf of the Successor Agent, and any costs and expenses incurred by the Resigned Agent, its sub-agents and its and their Related Parties in connection therewith, shall be entitled to all the benefits of the exculpatory provisions of Article IX of the Credit Agreement and Section 10.04 of the Credit Agreement, (ii) the Resigned Agent, its sub-agents and its and their Related Parties will continue to constitute Indemnitees for all purposes of the Loan Documents, including Section 10.04 of the Credit Agreement, and (iii) any amounts owed to the Resigned Agent under this Agreement or under the Loan Documents in its capacity as the Resigned Agent shall constitute "Obligations" for all purposes of the Credit Agreement and the other Loan Documents and shall be entitled to the priority currently afforded thereto by the terms of the Loan Documents.

(b) This Agreement shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

**Section 8. APPLICABLE LAW.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

**Section 9. No Waiver.** No failure by any party hereto to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided hereunder are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law or otherwise.

**Section 10. Entire Agreement.** This Agreement constitutes the entire agreement among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

**Section 11. WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**Section 12. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 13. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by an electronically mailed scanned copy shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 14. Headings.** Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

**Section 15. Jurisdiction; Consent to Service of Process.** (a) Each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York sitting in New York County and

of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Agent, any Lender or any LC Issuer may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or any other Loan Party or its properties in the courts of any jurisdiction.

(b) The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

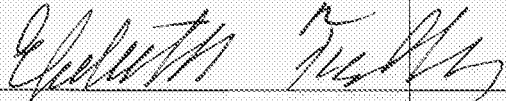
(c) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 10.02 of the Credit Agreement (other than by email or other electronic communication). Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as the Resigned Agent,

By:   
Name: Elizabeth Fischer  
Title: Authorized Signatory

THE BANK OF NEW YORK MELLON, as the  
Successor Agent,

By: \_\_\_\_\_  
Name:  
Title:

SPECTRUM BRANDS, INC., as the Borrower,


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as the Resigned Agent,

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON, as the  
Successor Agent,

By:  \_\_\_\_\_  
Name: MELINDA VALENTINE  
Title: VICE PRESIDENT

SPECTRUM BRANDS, INC., as the Borrower,

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

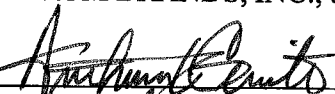
GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as the Resigned Agent,

By: \_\_\_\_\_  
Name:  
Title:

THE BANK OF NEW YORK MELLON, as the  
Successor Agent,

By: \_\_\_\_\_  
Name:  
Title:

SPECTRUM BRANDS, INC., as the Borrower,

By:  \_\_\_\_\_  
Name: ANTHONY L. GERITO  
Title: EVP / CFO

## SCHEDULE I

1. Credit Agreement dated as of March 30, 2007, among the Borrower, the Lenders party thereto, GS, as the Resigned Agent and the Syndication Agent, Wachovia Bank, National Association, as the Deposit Agent, and Bank of America, N.A., as an LC Issuer
2. Guarantee and Collateral Agreement dated as of March 30, 2007 (the "Guarantee and Collateral Agreement"), among the Borrower, certain subsidiaries of the Borrower and the Resigned Agent
3. Supplement No. 1 dated as of January 26, 2009 to the Guarantee and Collateral Agreement among Spectrum Jungle Labs Corporation, the Resigned Agent and Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement
4. Intercreditor Agreement dated as of September 28, 2007 (the "Intercreditor Agreement") by and among the Borrower, certain subsidiaries of the Borrower, the Resigned Agent and Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement
5. Joinder Agreement dated as of January 26, 2009 to the Intercreditor Agreement among Spectrum Jungle Labs Corporation, the Resigned Agent and Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement
6. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 24, 2007 (the "Fennimore Mortgage") between Spectrum Brands, Inc. and Goldman Sachs Specialty Lending Group Limited Partnership relating to premises located at 100 Rayovac Court, Fennimore, Wisconsin
7. First Amendment dated as of August 16, 2007 to the Fennimore Mortgage
8. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 24, 2007 (the "Portage Mortgage") between Spectrum Brands, Inc. and Goldman Sachs Specialty Lending Group Limited Partnership relating to premises located at: 2851 Portage Road, Portage, Wisconsin
9. First Amendment dated as of August 16, 2007 to the Portage Mortgage
10. Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated as of May 24, 2007 (the "Tetra Mortgage") between Tetra Holding (US), Inc. and Goldman Sachs Credit Partners L.P.
11. First Amendment dated as of August 16, 2007 to the Tetra Mortgage
12. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated as of May 24, 2007 (the "Perfecto Mortgage") between Perfecto Manufacturing, Inc. and Goldman Sachs Credit Partners L.P.

13. First Amendment dated as of August 16, 2007 to the Perfecto Mortgage
14. Deed of Pledge of Registered Shares dated March 28, 2008, among ROV Holding, Inc., the Borrower, the Resigned Agent and Spectrum Brands Holding, B.V.
15. Deposit Account Control Agreement dated as of November 6, 2007 by and among the Borrower, Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement, the Resigned Agent and Bank of America, N.A.
16. Blocked Account Control Agreement dated as of November 15, 2007 by and among the Borrower, certain subsidiaries of the Borrower, Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement, the Resigned Agent and JPMorgan Chase Bank, N.A.
17. Blocked Account Control Agreement dated as of December 11, 2007 by and among Firstrax, Inc., a division of United Pet Group, Inc., Jungletalk International, Inc., a division of Aquarium Systems, Inc., Jungle Laboratories Corporation, a division of United Pet Group, Inc., Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement, the Resigned Agent and JPMorgan Chase Bank, N.A.
18. Blocked Account Agreement dated as of November 28, 2008 by and among the Borrower, certain subsidiaries of the Borrower, Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement, the Resigned Agent and PNC Bank, National Association
19. Blocked Account Agreement dated as of November 28, 2008 by and among Firstrax, Inc., a division of United Pet Group, Inc., Jungletalk International, Inc., a division of Aquarium Systems, Inc., Jungle Laboratories Corporation, a division of United Pet Group, Inc., Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement, the Resigned Agent and PNC Bank, National Association
20. Deposit Account Control Agreement dated as of January 9, 2009 by and among United Industries Corporation, Wachovia Bank, National Association as collateral agent for the secured parties under the ABL Guarantee and Collateral Agreement, the Resigned Agent and Bank of America, N.A.
21. Patent Security Agreement dated as of March 30, 2007 (the "Patent Security Agreement") by Aquaria, Inc., Southern California Foam, Inc., Aquarium Systems, Inc., the Borrower, Rovcal, Inc., Tetra Holdings (US), Inc., United Industries Corporation and United Pet Group, Inc., in favor of the Resigned Agent
22. Trademark Security Agreement dated as of March 30, 2007 (the "Trademark Security Agreement") by Aquarium Systems, Inc., the Borrower, Rovcal, Inc., Schultz Company, Southern California Foam, Inc., United Industries Corporation and United Pet Group, Inc., in favor of the Resigned Agent

23. Copyright Security Agreement dated as of March 30, 2007 (the “Copyright Security Agreement”) by Schultz Company in favor of the Resigned Agent
24. Letter Agreement dated January 30, 2009 between the Borrower and the Resigned Agent

Schedule I

U.S. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Aquaria, Inc.	PENGUIN	1442060	N/A
Aquaria, Inc.	MAGNUM	1450698	N/A
Aquaria, Inc.	BIO-WHEEL	1673431	N/A
Aquaria, Inc.	REGENT	1675044	N/A
Aquaria, Inc.	NEPTUNE	1675850	N/A
Aquaria, Inc.	ECLIPSE	2088320	N/A
Aquaria, Inc.	MARS	2163136	N/A
Aquaria, Inc.	TIDEPool	2363092	N/A
Aquaria, Inc.	BLACK DIAMOND	2396284	N/A
Aquaria, Inc.	DIAMOND BLEND	2396285	N/A
Aquaria, Inc.	WHITE DIAMOND	2396286	N/A
Aquaria, Inc.	EXPLORER	2407318	N/A
Aquaria, Inc.	STARFISH	2450146	N/A
Aquaria, Inc.	DUAL-TEMP	2626844	N/A
Aquaria, Inc.	FISH IN FISH DESIGN	2665859	N/A
Aquaria, Inc.	MARINELAND	2671497	N/A
Aquaria, Inc.	FOR THE LIFE OF YOUR FISH	2682717	N/A
Aquaria, Inc.	STEALTH	2721662	N/A
Aquaria, Inc.	BIO-SPIRA	2730520	N/A
Aquaria, Inc.	MARINELAND LABS	2754278	N/A
Aquaria, Inc.	BIO-COAT	2778491	N/A
Aquaria, Inc.	BIO-BLEND	2789505	N/A
Aquaria, Inc.	WATERSCAPES	2824967	N/A
Aquaria, Inc.	SCIENCE FOR FISHKEEPING SUCCESS	2825970	N/A
Aquaria, Inc.	BIO-GARD	2875331	N/A
Aquaria, Inc.	FIN CLUB	2893345	N/A
Aquaria, Inc.	BIO-SAFE	2897693	N/A
Aquaria, Inc.	MARINELAND LABS LIFE SCIENCE SYSTEM	2947969	N/A
Aquaria, Inc.	LIFE SCIENCE SYSTEM	2957887	N/A
Aquaria, Inc.	AIRMASTER	2993344	N/A
Aquaria, Inc.	AQUA-TECH	3017198	N/A
Aquaria, Inc.	STEALTH	3164569	N/A
Aquarium Systems, Inc.	INSTANT OCEAN	0853463	N/A
Aquarium Systems, Inc.	FISH IN FLASK DESIGN	1110319	N/A
Aquarium Systems, Inc.	SEA CURE	1413934	N/A
Aquarium Systems, Inc.	VISI-THERM	1433726	N/A
Aquarium Systems, Inc.	VISI	1459140	N/A
Aquarium Systems, Inc.	VISI THERM	1549044	N/A
Aquarium Systems, Inc.	MEGA MEDIA	1569019	N/A
Aquarium Systems, Inc.	MEGA MEDIA	1569019	N/A
Aquarium Systems, Inc.	SEA SCOPE	1675060	N/A
Aquarium Systems, Inc.	REEF CRYSTALS	1684942	N/A
Aquarium Systems, Inc.	MAXI-JET	1687560	N/A

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Aquarium Systems, Inc.	MINI-JET	1784740	N/A
Aquarium Systems, Inc.	FANCYPLANTS	1836249	N/A
Aquarium Systems, Inc.	DUETTO	1886021	N/A
Aquarium Systems, Inc.	TWISTER	1888518	N/A
Aquarium Systems, Inc.	JUNGLETALK	1904543	N/A
Aquarium Systems, Inc.	MILLENNIUM	1915827	N/A
Aquarium Systems, Inc.	MECHANICHEM	1921945	N/A
Aquarium Systems, Inc.	IMPELLAIR	1948571	N/A
Aquarium Systems, Inc.	BIOGRID	1956224	N/A
Aquarium Systems, Inc.	TURBO-VENTURI	1974941	N/A
Aquarium Systems, Inc.	MICRO-JET	2049725	N/A
Aquarium Systems, Inc.	REEF EVOLUTION	2084031	N/A
Aquarium Systems, Inc.	VISI-LUX	2125982	N/A
Aquarium Systems, Inc.	HOLDFAST	2135892	N/A
Aquarium Systems, Inc.	AMMEX	2276037	N/A
Aquarium Systems, Inc.	SEA GARDEN	2603613	N/A
Aquarium Systems, Inc.	VISI-THERM	2983296	N/A
Aquarium Systems, Inc.	FUN FACTORY	3001247	N/A
Aquarium Systems, Inc.	SMART TOYS	3001248	N/A
Aquarium Systems, Inc.	SEABUFFER	3058491	N/A
Aquarium Systems, Inc.	WATER'S EDGE	3121600	N/A
Eight in One Pet Products, Inc.	RUFF ROPE	2592658	N/A
Eight in One Pet Products, Inc.	TOOB SNAX	2700935	N/A
Jungle Laboratories Corporation	START RIGHT	1036495	N/A
Jungle Laboratories Corporation	GOLD FIX	1136570	N/A
Jungle Laboratories Corporation	INSTO CHLOR	1140144	N/A
Jungle Laboratories Corporation	HYPNO	1148175	N/A
Jungle Laboratories Corporation	MOLLY BRIGHT	1149527	N/A
Jungle Laboratories Corporation	BINOX	1154341	N/A
Jungle Laboratories Corporation	AMMONIA SORBER	1171824	N/A
Jungle Laboratories Corporation	AMMONIA SORB	1188263	N/A
Jungle Laboratories Corporation	SERI CLEAN	1188307	N/A
Jungle Laboratories Corporation	HOLDEX	1192376	N/A
Jungle Laboratories Corporation	PLANT SAVER	1207689	N/A
Jungle Laboratories Corporation	POND BLOCK	1229056	N/A
Jungle Laboratories Corporation	PARASITE CLEAR	0286062	N/A
Jungle Laboratories Corporation	JUNGLE	1011986	N/A
Jungle Laboratories Corporation	CLEAR WATER	1246116	N/A
Jungle Laboratories Corporation	GOLDFISH LIFE	1295578	N/A
Jungle Laboratories Corporation	LIME OFF	1310685	N/A
Jungle Laboratories Corporation	PARASITE GUARD	1345547	N/A
Jungle Laboratories Corporation	GRAVEL WASH	1518551	N/A
Jungle Laboratories Corporation	AMMONIA CHLORAMINE ELIMINATOR	1567739	N/A
Jungle Laboratories Corporation	HOLE-N-HEAD GUARD	1600301	N/A
Jungle Laboratories Corporation	INTERNAL PARASITE GUARD	1600302	N/A
Jungle Laboratories Corporation	SHIP RIGHT	1607897	N/A
Jungle Laboratories Corporation	VELVET GUARD	1607898	N/A
Jungle Laboratories Corporation	MAGI CLEAR	1652830	N/A
Jungle Laboratories Corporation	ANCHORS AWAY	1676470	N/A
Jungle Laboratories Corporation	NET SOAK	1739319	N/A
Jungle Laboratories Corporation	ICK CARE	1740459	N/A



<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Jungle Laboratories Corporation	POND START	1742044	N/A
Jungle Laboratories Corporation	JUNGLE POND	1746253	N/A
Jungle Laboratories Corporation	AQUARI CLEAN	1749186	N/A
Jungle Laboratories Corporation	POND WATER CLEAR	1781989	N/A
Jungle Laboratories Corporation	ICK GUARD	1830965	N/A
Jungle Laboratories Corporation	SHIMMY BLOCK	1840178	N/A
Jungle Laboratories Corporation	POND GUARD	1923188	N/A
Jungle Laboratories Corporation	JUNGLE	1963484	N/A
Jungle Laboratories Corporation	PH DECREASER	2029501	N/A
Jungle Laboratories Corporation	PH INCREASER	2031428	N/A
Jungle Laboratories Corporation	BAG BUDDIES	2058355	N/A
Jungle Laboratories Corporation	FISH CARE MADE EASY	2113192	N/A
Jungle Laboratories Corporation	ACTION CLEANING PACK	2127280	N/A
Jungle Laboratories Corporation	TANK BUDDIES	2136278	N/A
Jungle Laboratories Corporation	CLEAR-ZYME	2143455	N/A
Jungle Laboratories Corporation	WATER SAFE PLUS	2167465	N/A
Jungle Laboratories Corporation	ICK CLEAR	2169434	N/A
Jungle Laboratories Corporation	FUNGUS GUARD	2180090	N/A
Jungle Laboratories Corporation	FUNGUS CLEAR	2180301	N/A
Jungle Laboratories Corporation	PLANT CARE	2183140	N/A
Jungle Laboratories Corporation	WATER CLEAR	2200748	N/A
Jungle Laboratories Corporation	AMMONIA CLEAR	2203660	N/A
Jungle Laboratories Corporation	START ZYME	2225963	N/A
Jungle Laboratories Corporation	POND WATER SHADE	2228365	N/A
Jungle Laboratories Corporation	FOUNTAIN BLOCK	2244040	N/A
Jungle Laboratories Corporation	NO MORE ALGAE	2252095	N/A
Jungle Laboratories Corporation	CORRECT PH	2290729	N/A
Jungle Laboratories Corporation	AQUARIUM SUCCESS MADE SIMPLE	2299785	N/A
Jungle Laboratories Corporation	FIZZ TAB SYSTEM	2303043	N/A
Jungle Laboratories Corporation	FUNGUS ELIMINATOR	2381023	N/A
Jungle Laboratories Corporation	ACE	2395967	N/A
Jungle Laboratories Corporation	JUNGLE	2410384	N/A
Jungle Laboratories Corporation	QUICK DIP	2478933	N/A
Jungle Laboratories Corporation	BOWL BUDDIES	2505406	N/A
Jungle Laboratories Corporation	BOWL BUDDIES	2505406	N/A
Jungle Laboratories Corporation	JUNGLE	2582147	N/A
Jungle Laboratories Corporation	CO2 FIZZ FACTORY	2601019	N/A
Jungle Laboratories Corporation	NO MORE WHITE SCALE	2604527	N/A
Jungle Laboratories Corporation	NO MORE FOAM	2620915	N/A
Jungle Laboratories Corporation	FOUNTAIN KEEPER	2695497	N/A
Jungle Laboratories Corporation	JUNGLE	2741330	N/A
Jungle Laboratories Corporation	JUNGLE	2764096	N/A
Jungle Laboratories Corporation	FIZZ TAB SYSTEM	2770880	N/A
Jungle Laboratories Corporation	EZ TANK CARE	2839716	N/A
Jungle Laboratories Corporation	CLUB JUNGLE	2850407	N/A
Jungle Laboratories Corporation	CLUB JUNGLE RETAILER	2850421	N/A
Jungle Laboratories Corporation	NO MORE ALGAE	2873894	N/A
Jungle Laboratories Corporation	PLANT CARE SOLUTIONS	2890818	N/A
Jungle Laboratories Corporation	PLANT CARE	2927374	N/A
Jungle Laboratories Corporation	FISH CARE MADE EASY	2934341	N/A
Jungle Laboratories Corporation	LIFEGUARD	2948142	N/A

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Jungle Laboratories Corporation	PLANT CARE SOLUTIONS	3009931	N/A
Jungle Laboratories Corporation	PEPSO FOOD	3025898	N/A
Jungle Laboratories Corporation	POND OXY CLEAR	3211878	N/A
Pets 'N People, Inc.	NATURE'S MIRACLE	1321689	N/A
Pets 'N People, Inc.	MOTHER'S LITTLE MIRACLE	1625566	N/A
Pets 'N People, Inc.	BEST BEHAVIOR	1999911	N/A
Pets 'N People, Inc.	IT'S A MIRACLE	2200192	N/A
Pets 'N People, Inc.	NATURE'S MIRACLE BLACKLIGHT	2443765	N/A
Pets 'N People, Inc.	NATURE'S MIRACLE JUST FOR CATS	2484223	N/A
Pets 'N People, Inc.	NATURE'S MIRACLE BIRD HOUSE	2484224	N/A
Pets 'N People, Inc.	MOTHER'S LITTLE MIRACLE	2672310	N/A
Pets 'N People, Inc.	MOTHER'S LITTLE MIRACLE	2672311	N/A
Pets 'N People, Inc.	NATURE'S MIRACLE	2727180	N/A
Pets 'N People, Inc.	IT'S A MIRACLE THE NATURAL STAIN AND ODOR REMOVER	2734748	N/A
Pets 'N People, Inc.	NATURE'S MIRACLE	2791077	N/A
Rayovac Corporation	RAY-O-VAC	0242884	N/A
Rayovac Corporation	Panel Design	0535347	N/A
Rayovac Corporation	SPORTSMAN	0588682	N/A
Rayovac Corporation	RAY-O-VAC	0664347	N/A
Rayovac Corporation	RAY-O-VAC	0664348	N/A
Rayovac Corporation	WORKHORSE	1294128	N/A
Rayovac Corporation	AIR 4000	1485147	N/A
Rayovac Corporation	LUMA 2	1500423	N/A
Rayovac Corporation	LOUD 'N CLEAR	1503676	N/A
Rayovac Corporation	ROUGHNECK	1507013	N/A
Rayovac Corporation	TANDEM	1520756	N/A
Rayovac Corporation	RAYOVAC	1539096	N/A
Rayovac Corporation	EXTRA	1632738	N/A
Rayovac Corporation	PRO LINE	1965348	N/A
Rayovac Corporation	AIRPOWER	2020767	N/A
Rayovac Corporation	MAXIMUM	2123841	N/A
Rovcal, Inc.	REMINGTON	0372566	N/A
Rovcal, Inc.	REMINGTON	0416818	N/A
Rovcal, Inc.	LEKTRON	0441201	N/A
Rovcal, Inc.	REMINGTON	0761721	N/A
Rovcal, Inc.	SELECTRO	0838328	N/A
Rovcal, Inc.	SELEKTRONIC	0849758	N/A
Rovcal, Inc.	TRUE-TO-LIGHT	0871682	N/A
Rovcal, Inc.	REMINGTON	0977729	N/A
Rovcal, Inc.	REMINGTON	0986980	N/A
Rovcal, Inc.	REMINGTON	0989674	N/A
Rovcal, Inc.	REMINGTON	1009949	N/A
Rovcal, Inc.	REMINGTON	1091858	N/A
Rovcal, Inc.	REMINGTON	1156146	N/A
Rovcal, Inc.	VIC VAC	1426404	N/A
Rovcal, Inc.	THE RIGHT ANGLE	1468831	N/A
Rovcal, Inc.	REMINGTON	1472924	N/A
Rovcal, Inc.	REMINGTON	1480838	N/A
Rovcal, Inc.	TRIPLE ACTION	1488188	N/A
Rovcal, Inc.	SMOOTH & SILKY	1493914	N/A
Rovcal, Inc.	REMPRO	1502526	N/A

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Rovcal, Inc.	CARE SETTER	1502859	N/A
Rovcal, Inc.	SHAVER SAVER	1505516	N/A
Rovcal, Inc.	MICROSHARP	1521571	N/A
Rovcal, Inc.	FUZZ-AWAY	1528301	N/A
Rovcal, Inc.	LADY REMINGTON	1531675	N/A
Rovcal, Inc.	REMINGTON	1532739	N/A
Rovcal, Inc.	SAFE-T	1537945	N/A
Rovcal, Inc.	LEKTRO	1543298	N/A
Rovcal, Inc.	REMINGTON	1546845	N/A
Rovcal, Inc.	REMINGTON SHAVERS & KNIVES	1551381	N/A
Rovcal, Inc.	HYGIENIC CLIPPER	1565523	N/A
Rovcal, Inc.	REMINGTON	1734704	N/A
Rovcal, Inc.	SALON PERFORMANCE	2217842	N/A
Rovcal, Inc.	PRECISION	2283980	N/A
Rovcal, Inc.	PRO AIR	2298887	N/A
Rovcal, Inc.	PRECISION	2300884	N/A
Rovcal, Inc.	MICROFLEX	2327340	N/A
Rovcal, Inc.	MICROFLEX	2327340	N/A
Rovcal, Inc.	SHEER GOLD	2418428	N/A
Rovcal, Inc.	REMINGTON	2420306	N/A
Rovcal, Inc.	REMINGTON	2495134	N/A
Rovcal, Inc.	THE REMINGTON STORE	2516012	N/A
Rovcal, Inc.	TOTAL CLOSENESS TECHNOLOGY	2533063	N/A
Rovcal, Inc.	INTERCEPT TRIMMER	2551193	N/A
Rovcal, Inc.	NATURE'S CLOCK BY REMINGTON	2551194	N/A
Rovcal, Inc.	TWISTERS	2559581	N/A
Rovcal, Inc.	SHIMMER	2560463	N/A
Rovcal, Inc.	REMINGTON	2561659	N/A
Rovcal, Inc.	TOTAL CLOSENESS OR YOUR MONEY BACK	2562570	N/A
Rovcal, Inc.	TRAVEL 'N STYLE	2562592	N/A
Rovcal, Inc.	REMINGTON	2570249	N/A
Rovcal, Inc.	PRO AIR PEARLESSENCE	2574618	N/A
Rovcal, Inc.	BACKPACKERS	2582586	N/A
Rovcal, Inc.	FLASHYLIGHTS	2602462	N/A
Rovcal, Inc.	SPEED SETTER	2605929	N/A
Rovcal, Inc.	NATURE'S THERAPY COLLECTION	2613190	N/A
Rovcal, Inc.	XCELL & Design	2616275	N/A
Rovcal, Inc.	REMINGTON	2647545	N/A
Rovcal, Inc.	SHAVES INCREDIBLY CLOSE OR YOUR MONEY BACK	2664712	N/A
Rovcal, Inc.	REMINGTON	2699029	N/A
Rovcal, Inc.	PRODIGY	2707727	N/A
Rovcal, Inc.	PRECISION PRO	2768059	N/A
Rovcal, Inc.	SUPER SONIC	2778600	N/A
Rovcal, Inc.	I-C3	2825929	N/A
Rovcal, Inc.	RAYOVAC	2843598	N/A
Rovcal, Inc.	TWISTERS	2854794	N/A
Rovcal, Inc.	TRIM & SHAPE	2856584	N/A
Rovcal, Inc.	MICROSCREEN	2914933	N/A
Rovcal, Inc.	VOLUME MAXIMIZER	2919024	N/A
Rovcal, Inc.	POWER TO LOOK YOUR BEST	2935463	N/A

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Rovcal, Inc.	TRILOGY	2979469	N/A
Rovcal, Inc.	REMINGTON	2983666	N/A
Rovcal, Inc.	HIGH PRECISION	3091477	N/A
Rovcal, Inc.	WET2STRAIGHT	3112798	N/A
Rovcal, Inc.	ALL THAT	3130939	N/A
Rovcal, Inc.	ALL THAT	3130939	N/A
Rovcal, Inc.	ALL THAT	3201654	N/A
Schultz Company	BLOOM PLUS	1919128	N/A
Schultz Company	GREENHOUSE PROFESSIONAL PRODUCTS	2637753	N/A
Schultz Company	GARDEN BREEZE	2657947	N/A
Schultz Company	GARDEN MARKER	2726070	N/A
Schultz Company	GROW SOMETHING	2786855	N/A
Schultz Company	BLOSSOM BOOSTER	2851285	N/A
Southern California Foam, Inc.	CAT RACKET TUNNEL	1958944	N/A
Southern California Foam, Inc.	ACTION SCRATCHER	1958945	N/A
Southern California Foam, Inc.	LAZY PET	2013208	N/A
Southern California Foam, Inc.	MALIBU PET PRODUCTS	2016996	N/A
Southern California Foam, Inc.	COTTAGE DESIGN	2120740	N/A
Southern California Foam, Inc.	POOCH PACK	2171266	N/A
Southern California Foam, Inc.	FELINE FISHING	2177253	N/A
Southern California Foam, Inc.	CATTER UP	2192420	N/A
Southern California Foam, Inc.	PET-O-PEDIC	2199160	N/A
Southern California Foam, Inc.	DOOR CATTIE	2202971	N/A
Southern California Foam, Inc.	DOOR CATTIE	2202971	N/A
Southern California Foam, Inc.	WANGLER DANGLER	2202992	N/A
Southern California Foam, Inc.	FLIP-N-FLOP	2326616	N/A
Southern California Foam, Inc.	KITTY KUBBYHOLE	2329525	N/A
Southern California Foam, Inc.	CANINE CAMO	2365469	N/A
Southern California Foam, Inc.	KITTY CRADLE	2375221	N/A
Southern California Foam, Inc.	LOUNGER	2388975	N/A
Southern California Foam, Inc.	REST STOP	2512913	N/A
Southern California Foam, Inc.	POOP PATROL	2912196	N/A
United Industries Corporation	VIGORO	0186125	N/A
United Industries Corporation	VIGORO	0195478	N/A
United Industries Corporation	VERTAGREEN	0525504	N/A
United Industries Corporation	REAL-KILL	0557330	N/A
United Industries Corporation	SHINE MAGIC	0664891	N/A
United Industries Corporation	BANDINI	0674054	N/A
United Industries Corporation	STA-GREEN	0686131	N/A
United Industries Corporation	SPECTRACIDE	0716317	N/A
United Industries Corporation	STA-GREEN DESIGN	0807450	N/A
United Industries Corporation	VIGORO	0822216	N/A
United Industries Corporation	FUN	0830067	N/A
United Industries Corporation	STA-GREEN	0834914	N/A
United Industries Corporation	SUBURBAN	0834949	N/A
United Industries Corporation	NO-PEST	0835686	N/A
United Industries Corporation	Clover Design	0838194	N/A
United Industries Corporation	TEE-GREEN	0842707	N/A
United Industries Corporation	SOILIFE	0847806	N/A
United Industries Corporation	RID-A-BUG	0862985	N/A
United Industries Corporation	GRO-TONE	0879341	N/A

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
United Industries Corporation	HOT SHOT	0921385	N/A
United Industries Corporation	SPECTRUM	1044608	N/A
United Industries Corporation	HOT SHOT	1058205	N/A
United Industries Corporation	CONQUER	1058884	N/A
United Industries Corporation	SEED & SOD	1114763	N/A
United Industries Corporation	NURSERY SPECIAL	1123884	N/A
United Industries Corporation	BAG-A-BUG	1145046	N/A
United Industries Corporation	MIXERATOR	1165584	N/A
United Industries Corporation	WEED STOP	1196097	N/A
United Industries Corporation	BAG-A-BUG	1203346	N/A
United Industries Corporation	BULB BOOSTER	1270432	N/A
United Industries Corporation	REPEL	1285753	N/A
United Industries Corporation	BULB BOOSTER	1287510	N/A
United Industries Corporation	CUTTER	1341985	N/A
United Industries Corporation	CUTTER	1341985	N/A
United Industries Corporation	NATURAL LUSTRE OF THE NEW BORN LEAF	1368478	N/A
United Industries Corporation	RID-A-ROACH	1400888	N/A
United Industries Corporation	JUST ADD 7 DROPS PER QUART WATER, EVERY TIME YOU WATER, EVERY THING YOU GROW	1403613	N/A
United Industries Corporation	BETTER-GARDENS	1425404	N/A
United Industries Corporation	TULIP DESIGN	1426130	N/A
United Industries Corporation	INSTAGREEN	1427065	N/A
United Industries Corporation	STARTS AND FEEDS	1428022	N/A
United Industries Corporation	SPECIAL DELIVERY	1433468	N/A
United Industries Corporation	GREENSKOTE	1455964	N/A
United Industries Corporation	EXPIRE	1457144	N/A
United Industries Corporation	BED MIX	1471840	N/A
United Industries Corporation	GOAL LINE	1514215	N/A
United Industries Corporation	SUPREME GREEN	1539907	N/A
United Industries Corporation	BEAUTIFUL-GARDENS	1545948	N/A
United Industries Corporation	BETTER LAWNS	1548755	N/A
United Industries Corporation	BLOOM START	1657901	N/A
United Industries Corporation	FLOWER POWER	1679773	N/A
United Industries Corporation	GRO-TONE	1682555	N/A
United Industries Corporation	SUN & BUG STUFF	1726983	N/A
United Industries Corporation	SPORTSMEN FORMULA	1730436	N/A
United Industries Corporation	GREEN TURF	1730497	N/A
United Industries Corporation	FAMILY FORMULA	1739259	N/A
United Industries Corporation	BACKWOODS CUTTER	1757957	N/A
United Industries Corporation	WATER BASED	1842263	N/A
United Industries Corporation	EARTH CARE	1848837	N/A
United Industries Corporation	ALL AMERICAN	1878371	N/A
United Industries Corporation	DEAD AND GONE, TWICE AS LONG	2029200	N/A
United Industries Corporation	INSECT BLOCK	2034176	N/A
United Industries Corporation	ZIPPER SEAL	2097731	N/A
United Industries Corporation	SPECTRACIDE IMMUNOX	2109856	N/A
United Industries Corporation	REPEL	2131625	N/A
United Industries Corporation	WEED STOP	2148032	N/A
United Industries Corporation	VIGORO	2230960	N/A
United Industries Corporation	3 PLUS 3	2248315	N/A

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
United Industries Corporation	HOT SHOT ANT KILLER PLUS	2255804	N/A
United Industries Corporation	BUG STOP	2270338	N/A
United Industries Corporation	PANSY BOOSTER	2279215	N/A
United Industries Corporation	MUM BOOSTER	2285056	N/A
United Industries Corporation	SMART SOIL	2298646	N/A
United Industries Corporation	SPECTRACIDE PRO	2298941	N/A
United Industries Corporation	STA-GREEN	2304658	N/A
United Industries Corporation	AQUAGUARD	2364953	N/A
United Industries Corporation	MAXI-IRON	2404259	N/A
United Industries Corporation	COLORBURST	2405203	N/A
United Industries Corporation	SUPER BLADE	2406222	N/A
United Industries Corporation	SUPER PLUSH	2406243	N/A
United Industries Corporation	SUPER GREEN	2410618	N/A
United Industries Corporation	GRO-RITE	2412440	N/A
United Industries Corporation	MOLE STOP	2432006	N/A
United Industries Corporation	LAST BITE	2453563	N/A
United Industries Corporation	DESTINATION OUTDOORS	2463134	N/A
United Industries Corporation	DESTINATION OUTDOORS OUTDOOR HEALTH & SAFETY	2468716	N/A
United Industries Corporation	MAXATTRAX ULTRA	2474053	N/A
United Industries Corporation	PROTERRA	2482690	N/A
United Industries Corporation	AMERICA'S BEST VALUE FOR ALL YOUR LAWN & GARDEN NEEDS!	2486382	N/A
United Industries Corporation	COLORBURST	2502381	N/A
United Industries Corporation	IRON GREEN	2509454	N/A
United Industries Corporation	KNOW HOW KNOW WHO	2513317	N/A
United Industries Corporation	SUPER COLOR FORMULA	2513345	N/A
United Industries Corporation	CLASSIC FORMULA	2513498	N/A
United Industries Corporation	SPECTRACIDE	2555710	N/A
United Industries Corporation	ANT SHIELD	2560460	N/A
United Industries Corporation	ICE DEFENSE	2566259	N/A
United Industries Corporation	SPECTRACIDE TERMINATE	2566698	N/A
United Industries Corporation	REAL FLAVOR	2569648	N/A
United Industries Corporation	AMERICA'S GROUNDSKEEPER	2576615	N/A
United Industries Corporation	REAL FRESH	2600322	N/A
United Industries Corporation	MAKES YOU INVISIBLE TO BUGS	2604863	N/A
United Industries Corporation	SPORTSMEN FORMULA	2631594	N/A
United Industries Corporation	MOSS-EX	2636140	N/A
United Industries Corporation	BLOOM MASTER	2640241	N/A
United Industries Corporation	REPEL LEMON EUCALYPTUS	2674595	N/A
United Industries Corporation	PROTECT	2691729	N/A
United Industries Corporation	POTTING SOIL PLUS	2715044	N/A
United Industries Corporation	SKINSACTIONS	2747030	N/A
United Industries Corporation	CRAB-EX	2747031	N/A
United Industries Corporation	CTR	2753678	N/A
United Industries Corporation	START RIGHT	2767489	N/A
United Industries Corporation	START RIGHT	2767661	N/A
United Industries Corporation	SPRAY GREEN	2769766	N/A
United Industries Corporation	GARDEN SAFE	2799028	N/A
United Industries Corporation	SMART STEPS	2815651	N/A
United Industries Corporation	THE WORD FOR FERTILIZER	2816329	N/A
United Industries Corporation	STRONG-START	2818236	N/A

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
United Industries Corporation	TRIAZICIDE	2818289	N/A
United Industries Corporation	GRUB STOP	2841439	N/A
United Industries Corporation	FUNGICIDE3	2857469	N/A
United Industries Corporation	TICK DEFENSE	2858463	N/A
United Industries Corporation	MOISTURE MIX	2865530	N/A
United Industries Corporation	GREEN TURF	2872903	N/A
United Industries Corporation	COLORCOTE	2877816	N/A
United Industries Corporation	TRIAZICIDE STYLIZED	2878303	N/A
United Industries Corporation	COMPOSITE TIMED RELEASE	2882091	N/A
United Industries Corporation	FAMILY FORMULA	2885602	N/A
United Industries Corporation	GARDEN SAFE	2903602	N/A
United Industries Corporation	EXTREMELY FAST EXTREMELY EFFECTIVE	2916782	N/A
United Industries Corporation	SCHULTZ	2920374	N/A
United Industries Corporation	MOSQUITO STOP	2936701	N/A
United Industries Corporation	CRAB-EX PLUS	2946464	N/A
United Industries Corporation	MOISTURE PLUS	2956524	N/A
United Industries Corporation	NEST DESTROYER	2963188	N/A
United Industries Corporation	EZSPRAY	2977066	N/A
United Industries Corporation	BETTER PLANTS BETTER PLANET	2979577	N/A
United Industries Corporation	BUG FREE BACKYARD	2982321	N/A
United Industries Corporation	ATLANTA SPECIAL TURF	3015297	N/A
United Industries Corporation	OUTDOORSMAN	3015643	N/A
United Industries Corporation	BUG FREE BACKYARD	3016760	N/A
United Industries Corporation	SPORTSMEN MAX FORMULA	3031441	N/A
United Industries Corporation	TAKEROOT	3035133	N/A
United Industries Corporation	MOISTURE MAX	3035210	N/A
United Industries Corporation	START-N-GRO	3038884	N/A
United Industries Corporation	PERFECT SEED	3059716	N/A
United Industries Corporation	TRI-MIX	3082729	N/A
United Industries Corporation	POWER SPRAY	3134613	N/A
United Pet Group, Inc.	ST. AUBREY	0608466	N/A
United Pet Group, Inc.	ST. AUBREY	0628413	N/A
United Pet Group, Inc.	PERFECT COAT	1008287	N/A
United Pet Group, Inc.	CALCIDEE	1017263	N/A
United Pet Group, Inc.	VITA-SOL	1392092	N/A
United Pet Group, Inc.	BIRD PROTECTOR	1482983	N/A
United Pet Group, Inc.	ULTRA-BLEND	1528528	N/A
United Pet Group, Inc.	EXCEL PLUS	1838547	N/A
United Pet Group, Inc.	EXCEL	1838548	N/A
United Pet Group, Inc.	AVILAC	1874089	N/A
United Pet Group, Inc.	NUTRICOAT	1902337	N/A
United Pet Group, Inc.	ONE EARTH	2007008	N/A
United Pet Group, Inc.	PROZONE	2010909	N/A
United Pet Group, Inc.	ONE EARTH	2012599	N/A
United Pet Group, Inc.	ONE EARTH	2036038	N/A
United Pet Group, Inc.	8 IN 1	2181717	N/A
United Pet Group, Inc.	DINGO	2360442	N/A
United Pet Group, Inc.	KOOKAMUNGA	2586260	N/A
United Pet Group, Inc.	DINGO BRAND	2628064	N/A
United Pet Group, Inc.	DINGO BRAND	2628064	N/A
United Pet Group, Inc.	KOOKAMUNGA	2632649	N/A

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
United Pet Group, Inc.	PETNATION	2650462	N/A
United Pet Group, Inc.	NOZ TO NOZ	2664472	N/A
United Pet Group, Inc.	NOZ TO NOZ	2703076	N/A
United Pet Group, Inc.	NOZ TO NOZ	2707794	N/A
United Pet Group, Inc.	SOF-KRATE	2772431	N/A
United Pet Group, Inc.	D.D.S. DOGGIE DENTAL SOLUTIONS	2798249	N/A
United Pet Group, Inc.	D.D.S. DOGGIE DENTAL SOLUTIONS	2805252	N/A
United Pet Group, Inc.	PORT-A-CRATE	2835102	N/A
United Pet Group, Inc.	FRESH RESULTS	2846801	N/A
United Pet Group, Inc.	AVIZON	2855009	N/A
United Pet Group, Inc.	PET NATION	2863127	N/A
United Pet Group, Inc.	MASTER'S MINTS	2913717	N/A
United Pet Group, Inc.	COMPLETE	2972978	N/A
United Pet Group, Inc.	COAT SHIELD PROTECTION	2982115	N/A
United Pet Group, Inc.	FIRSTRAX	3035292	N/A
United Pet Group, Inc.	NO TRACE	3035293	N/A
United Pet Group, Inc.	BACKYARDPET	3035303	N/A
United Pet Group, Inc.	KODIAK	3083779	N/A
United Pet Group, Inc.	SOF-PEN	3088742	N/A
United Pet Group, Inc.	YUKON	3102058	N/A
United Pet Group, Inc.	MEATY MIDDLES	3107933	N/A

### U.S. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Jungle Laboratories Corporation	LIFEGUARD	78/771544	12/12/05
Rovcal, Inc.	HYBRID	78/916293	06/25/06
United Industries Corporation	BLITZ	76/256750	05/14/01
United Industries Corporation	ONCE & DONE.	76/560345	11/13/03
United Industries Corporation	ALL FAMILY	78/490767	09/28/04
United Industries Corporation	SMART-KILL	78/896114	05/30/06
United Industries Corporation	VIGORO	78/907007	06/13/06
United Pet Group, Inc.	8IN1	77/080315	01/10/07
United Pet Group, Inc.	8IN1	77/080338	01/10/07
United Pet Group, Inc.	PORT-A-PEN	78/506778	10/27/04
United Pet Group, Inc.	AUSSIE WRAPS	78/529452	12/08/04
United Pet Group, Inc.	WACKY WABBIT	78/596422	03/28/05
United Pet Group, Inc.	OUTBACK BITES	78/675781	07/21/05