

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
United Industries Corporation		11/07/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	185 Asylum Street, 35th Floor
<b>City:</b>	Hartford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06103
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	208738	BLACK FLAG
Registration Number:	286271	BLACK FLAG
Registration Number:	346648	BLACK FLAG
Registration Number:	1059314	ROACH MOTEL
Registration Number:	1109417	ROACHES CHECK IN ... BUT THEY DON'T CHECK OUT!
Registration Number:	1206208	BLACK FLAG ROACH MOTEL WATERBUG AND ROACHTRAPS. ROACHES CHECK IN BUT THEY DON'T CHECK OUT. STOP ROACHES 24 HOURS A DAY
Registration Number:	3485672	ONE SHOT
Registration Number:	3717347	MOTEL
Registration Number:	3793902	BLACK FLAG
Registration Number:	2987197	FLY MOTEL
Registration Number:	3177689	DEAD-FAST
Registration Number:	3000979	
Registration Number:	3099094	YELLOW JACKET MOTEL

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Registration Number:	3014165	BACK COUNTRY
Registration Number:	3136736	DRYMAX
Registration Number:	3331562	FLEA ENDER
Registration Number:	1320321	TAT

**CORRESPONDENCE DATA**

Fax Number: (212)492-0754  
 Email: ashevell@paulweiss.com, aashville@paulweiss.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Adam Shevell  
 Address Line 1: 1285 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19440-005
NAME OF SUBMITTER:	Adam Shevell
Signature:	/A. Shevell/
Date:	11/07/2011

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**  
**(Trademarks, Trademark Registrations, Trademark  
Applications and Trademark Licenses)**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 7, 2011, by 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. ("SBI"), United Pet Group, Inc. ("UPG"), and certain of their 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"); 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 Grantor, from time to time pursuant to the terms of the Loan Agreement, provided that Grantor executes this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 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 "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each trademark owned by Grantor, including, without limitation, each trademark registration or application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark, provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each trademark license to which such Grantor is a party, including, without limitation, each trademark license recorded with the U.S. Patent and Trademark Office identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of Grantor under any trademark license (including, without limitation, any trademark license recorded with the U.S. Patent and Trademark Office identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

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 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 Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark 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, 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 Trademark Collateral.

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

[Remainder of page intentionally left blank; signatures appear on following page.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed and delivered by its duly authorized representative on the day and year first above written.

GRANTOR:

UNITED INDUSTRIES CORPORATION

By: *Walter J. Fog*


Name: \_\_\_\_\_

Title: Vice President, Assistant Secretary

Accepted:

AGENT:

**BANK OF AMERICA, N.A., as Agent**

By:   
Name: Lisa Freeman

Title: Senior Vice President

**TRADEMARK**

**REEL: 004656 FRAME: 0627**

**Schedule 1 to Trademark Security Agreement**

**UNITED INDUSTRIES CORPORATION**

**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BLACK FLAG	208738	02/09/1926
BLACK FLAG	286271	08/25/1931
BLACK FLAG	346648	06/01/1937
ROACH MOTEL	1059314	02/15/1977
ROACHES CHECK IN ... BUT THEY DONT CHECK OUT!	1109417	12/19/1978
BLACK FLAG ROACH MOTEL WATERBUG AND ROACHTRAPS. ROACHES CHECK IN BUT THEY DONT CHECK OUT. STOP ROACHES 24 HOURS A DAY	1206208	08/24/1982
ONE SHOT MOTEL	3485672	08/12/2008
BLACK FLAG FLY MOTEL	3717347	12/01/2009
DEAD-FAST	3793902	05/25/2010
	2987197	08/23/2005
	3177689	11/28/2006
	3000979	09/27/2005
YELLOW JACKET MOTEL	3099094	05/30/2006
BACK COUNTRY	3014165	11/08/2005
DRYMAX	3136736	08/29/2006
FLEA ENDER	3331562	11/06/2007
TAT	1320321	02/19/1985

**U.S. TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
None.		

**UNREGISTERED TRADEMARK LICENSES**

<u>Mark</u>
None.

**TRADEMARK LICENSES**

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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None.