

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	7000 Central Parkway NE
Internal Address:	Suite 550
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	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	

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Registration Number:	3099094	YELLOW JACKET MOTEL
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: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, United Industries Corporation, a Delaware corporation (herein referred to as the “Grantor”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, SPECTRUM BRANDS, INC., a Delaware corporation (the “Company”), SB/RH HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the Term Lenders party thereto, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (the “Term Loan Agent”) are parties to a Credit 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 “Term Loan Credit Agreement”); and

WHEREAS, the Company, the Guarantors party thereto and US Bank, National Association, as indenture trustee (the “Senior Indenture Trustee”) are parties to the Senior Secured Note Indenture dated as of June 16, 2010, pursuant to which the Company will issue its 9.50% Senior Secured Notes due 2018;

WHEREAS, the Company, Holdings, the other Grantors party thereto, the Term Loan Agent, the Senior Indenture Trustee and Wells Fargo Bank, National Association, as collateral trustee (the “Collateral Trustee”) are parties to a Collateral Trust Agreement dated as of June 16, 2010, pursuant to which the Collateral Trustee has been appointed by the Term Loan Agent on behalf of the Term Lenders and the Senior Indenture Trustee on behalf of the Senior Noteholders, and the Collateral Trustee has agreed, to hold and administer the Liens granted pursuant to the Security Documents for the ratable benefit of all of the Secured Parties on a *pari passu* basis;

WHEREAS, pursuant to a 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 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 Trademark 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 the 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 (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and 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 (as defined in the Security Agreement) to which the 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 the 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 the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the 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.

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 the Grantor or in the Collateral Trustee's name, from time to time, in the Collateral Trustee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the 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 Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Term Loan Credit 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 Trademark 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 Trademark 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.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of November, 2011.

UNITED INDUSTRIES CORPORATION

By:



Name: Nathan E. Fagre

Title: Vice President and Assistant Secretary

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Trustee

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

TM Security Agreement

TRADEMARK
REEL: 004656 FRAME: 0663

**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>REG. NO.</u>	<u>REG. DATE</u>
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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.