Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex p. 6/30/2005	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademerk Office		
	FORM COVER SHEET		
	ease record the attached documents or the new address(es) below.		
1. Name of conveying party(les)/Execution Date(s):	Name and address of receiving party(les)		
W. Newell & Co., LLC	Additional names, addresses, or citizenship attached?		
	Name: Wells Fargo Bank, National Association		
	Internal Address:		
☐ Individual(s) ☐Association	Street Address: One Boston Place, 18th Floor		
General Partnership			
☐Corporation	City: <u>Boston</u>		
⊠Ulmited Liability Company	State: MA		
Citizenship; <u>DE</u>	Gountry: USA Zip: 02108		
Execution Date(s) August 30, 2012			
Additional names of conveying parties attached? Yes No	☑ Association Citizenship: <u>USA</u>		
3. Nature of conveyance:	General Partnership Citizenship:		
☐ Assignment ☐ Merger	Limited Partnership Citizenship:		
Security Agreement	Corporation Citizenship:		
☐ Other	Other Cltizenship:		
	If assignee is not domiciled in the United States, a domestic representative designation is attached. (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and ider A. Trademark Application No.(s) See Attached Schedule A	itification or description of the Trademark.		
	B. Trademark Registration No.(s) See Attached Schedule A Additional sheet(s) attached? Yes No		
C. Identification or Description of Trademark(s) (and Filing Date			
5. Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien	6. Total number of applications and registrations involved:		
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00 Authorized to be charged by credit card		
Street Address: 187 Wolf Road, Suite 101	Authorized to be charged to deposit account		
City: Albany	☐ Enclosed		
State: <u>NY</u> Zip: <u>12205</u>	8. Payment Information:		
Phone Number: 800-342-3676	a. Credit Card Last 4 Numbers 1440		
1	Expiration Date 10(1)		
Fax Number: <u>800-962-7049</u>	b. Deposit Account Number		
Email Address: <u>cls-udsalbany@wolterskluwer.com</u>	Authorized User Name:		
9. Signature: Yacun Umplay			
Signature	October 26, 2012 Date		
<u>Kareem Angley</u> Name of Person Signing	Total number of pages Including cover sheet, attachments, and document: 5		

Documents to be recorded (Including cover sheet) should be fexed to (703) 308-8996, or melled to: Mell Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

Mark	Owner	Status	Registration/ Application No.	Registration/File Date
THE W. NEWELL ADVANTAGE	W. Newell & Co., LLC	Registered/ Active	3162281	Oct 24 2006
W. NEWELL & CO. FRESH THINKING SINCE 1937 & Design	W. Newell & Co., LLC	Registered/ Active	3118368	Jul 18 2006

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, W. NEWELL & CO., LLC, a Delaware limited liability company (the "Grantor"), hereby grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantor's right, title and interest in, to and under to the United States trademarks, tradenames, trade styles and service marks and all trademark registrations and use-based trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to Grantor's use of any Marks, and all reissues, extensions, continuation and renewals thereof, (c) all prints and labels on which any Marks have appeared or will appear, and all designs and general intangibles of a like nature; (d) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks, and (e) all rights corresponding thereto.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement by, among others, the Grantor and the Grantee, dated as of August 30, 2012 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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2211758,1

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 30th day of August, 2012.

W. NEWELL & CO., LLC, asGrantor.

Name: Sherry M. Smith Title: Vice President

Grant of Security Interest (Trademarks) - W. Newell & Co., LLC

WELLS FARGO BANK, NATIONAL

ASSOCIATION, as Grantee

Name: William Chan

Title: Director

Grant of Security Interest (Trademarks) - W. Newell & Co., LLC

TRADEMARK REEL: 004894 FRAME: 0021

RECORDED: 10/26/2012