

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
Spectrum Brands, Inc.		12/17/2012	CORPORATION: DELAWARE
United Industries Corporation		12/17/2012	CORPORATION: DELAWARE
United Pet Group, Inc.		12/17/2012	CORPORATION: DELAWARE
Rovcal, Inc.		12/17/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4022474	XCELL
Registration Number:	4104002	CITRO GUARD
Registration Number:	4150776	MOSQUITO STOP
Registration Number:	4150787	MOUSE STOP
Registration Number:	1726983	SUN & BUG STUFF
Registration Number:	3143599	ULTRASTOP
Registration Number:	2269527	ULTRASTOP
Registration Number:	4125628	CUTTER
Registration Number:	4107916	INSTANT OCEAN
Registration Number:	3090187	MAXATTRAX
Registration Number:	3210992	SPECTRACIDE
Registration Number:	4072958	BIRDOLA

TRADEMARK

900242577

REEL: 004930 FRAME: 0930

CH \$940.00 4022474

Registration Number:	1701830	BIRDOLA
Registration Number:	4125916	I-LIGHT
Serial Number:	85152907	HOW THE WORLD GETS READY
Serial Number:	85224084	REMINGTON
Serial Number:	85542144	REMINGTON
Serial Number:	85577764	SMOOTH & SILKY
Serial Number:	85739023	REMINGTON
Serial Number:	85725812	POWERFLEX
Serial Number:	85725057	HYPERFLEX
Serial Number:	85288022	ACCUSNAP
Serial Number:	85414279	COLORBURST
Serial Number:	85468483	CUTTER
Serial Number:	85555305	CUTTER
Serial Number:	85093786	HOME REMEDY PLUS
Serial Number:	85225686	HOME REMEDY PLUS
Serial Number:	85688754	HOME REMEDY PLUS
Serial Number:	85095550	RAT STOP
Serial Number:	85583824	REAL-KILL
Serial Number:	85555342	REPEL
Serial Number:	85580109	REPEL
Serial Number:	85413414	SCHULTZ
Serial Number:	85231434	PRO-SENSE
Serial Number:	85763316	BLACK FLAG
Serial Number:	85739338	BLACK FLAG
Serial Number:	85168332	KOB BAR

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: emendes@paulweiss.com, mmakover@paulweiss.com

Correspondent Name: Matthew S. Makover

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:

19440-017

NAME OF SUBMITTER:

Matthew S. Makover

TRADEMARK

REEL: 004930 FRAME: 0931

/Matthew S. Makover/

Date:

12/28/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Spectrum Brands, Inc. (the “**Company**”), United Industries Corporation, and United Pet Group, Inc., each a Delaware corporation; and Rovcal, Inc., a California corporation (each herein referred to as a “**Grantor**”), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, the Company, SB/RH Holdings, LLC (“**Holdings**”), Spectrum Brands Canada, Inc., the lenders party thereto, and Deutsche Bank AG New York Branch, as administrative agent (the “**Additional Authorized Representative**”) are parties to a Credit Agreement dated as of December 17, 2012 (as amended, supplemented, modified or Refinanced from time to time in accordance with the terms of the ABL Intercreditor Agreement, the “**Additional Secured Debt Facility**”);

WHEREAS, the Company, 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 issued its 9.50% Senior Secured Notes due 2018;

WHEREAS, the Company, Holdings, Grantors, other parties thereto, the Additional Authorized Representative, 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 Additional Authorized Representative on behalf of the lenders under the Additional Secured Debt Facility and the Senior Indenture Trustee on behalf of the Senior Noteholders (as defined in the Security Agreement described more fully below and as shall be the case for all capitalized terms used but not otherwise defined herein), 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 the Security Agreement dated as of June 16, 2010 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Company, Holdings, the Grantors, other grantors party thereto and the Collateral Trustee, each 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 such Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Collateral Trustee, to secure the Secured Obligations, a continuing security interest in all of each 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.

Each Grantor irrevocably constitutes and appoints the Collateral Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Collateral Trustee’s name, from time to time, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such 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 Additional Secured Debt Facility, each 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 each Grantor to the Collateral Trustee pursuant to the Security Agreement. Each 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.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17 day of December, 2012.

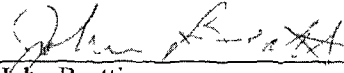
SPECTRUM BRANDS, INC.

By: _____
Name: Nathan E. Fagre
Title: Vice President, Secretary and General
Counsel

UNITED PET GROUP, INC.

By: _____
Name: Nathan E. Fagre
Title: Vice President and Secretary

ROVCAL, INC.

By:  _____
Name: John Beattie
Title: Vice President and Treasurer

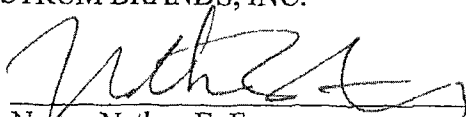
UNITED INDUSTRIES CORPORATION

By: _____
Name: Nathan E. Fagre
Title: Vice President and Assistant Secretary

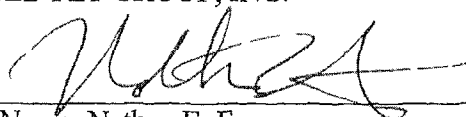
[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17 day of December, 2012.

SPECTRUM BRANDS, INC.

By: 
Name: Nathan E. Fagre
Title: Vice President, Secretary and General Counsel

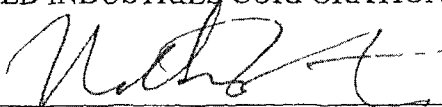
UNITED PET GROUP, INC.

By: 
Name: Nathan E. Fagre
Title: Vice President and Secretary

ROVCAL, INC.

By: _____
Name: John Beattie
Title: Vice President and Treasurer

UNITED INDUSTRIES CORPORATION

By: 
Name: Nathan E. Fagre
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Trustee

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

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Trademark	Filing Date	App. No.	Reg. No.	Reg. Date	Registrant
1.	HOW THE WORLD GETS READY	10/14/2010	85152907	Pending	Pending	Rovcal, Inc.
2.	REMINGTON	01/24/2011	85224084	Pending	Pending	Rovcal, Inc.
3.	REMINGTON	02/14/2012	85542144	Pending	Pending	Rovcal, Inc.
4.	SMOOTH & SILKY	03/23/2012	85577764	Pending	Pending	Rovcal, Inc.
5.	XCELL	02/08/2011	85236285	4022474	09/06/2011	Rovcal, Inc.
6.	REMINGTON	09/26/12	85739023	Pending	Pending	Rovcal, Inc.
7.	POWERFLEX	09/11/12	85725812	Pending	Pending	Rovcal, Inc.
8.	HYPERFLEX	09/10/12	85725057	Pending	Pending	Rovcal, Inc.
9.	ACCUSNAP	04/06/2011	85/288,022	Pending	Pending	United Industries Corp.
10.	CITROGUARD	07/21/2010	85089834	4104002	Pending	United Industries Corp.
11.	COLORBURST	09/02/2011	85414279	Pending	Pending	United Industries Corp.
12.	CUTTER	11/09/2011	85468483	Pending	Pending	United Industries Corp.
13.	CUTTER	02/28/2012	85555305	Pending	Pending	United Industries Corp.
14.	HOME REMEDY PLUS	07/28/2010	85093786	Pending	Pending	United Industries Corp.
15.	HOME REMEDY PLUS	01/25/2011	85225686	Pending	Pending	United Industries Corp.
16.	HOME REMEDY PLUS	07/27/2012	85688754	Pending	Pending	United Industries Corp.
17.	MOSQUITO STOP	07/22/2010	85090837	4150776	Pending	United Industries Corp.
18.	MOUSE STOP	07/29/2010	85095541	4150787	Pending	United Industries Corp.
19.	RAT STOP	07/29/2010	85095550	Pending	Pending	United Industries Corp.
20.	REAL-KILL	03/29/2012	85583824	Pending	Pending	United Industries Corp.
21.	REPEL	02/28/2012	85555342	Pending	Pending	United Industries Corp.
22.	REPEL	03/26/2012	85580109	Pending	Pending	United Industries Corp.
23.	SCHULTZ	09/01/2011	85413414	Pending	Pending	United Industries Corp.
24.	SUN & BUG STUFF	02/27/1992	74250370	1726983	10/27/1992	United Industries Corp.
25.	ULTRASTOP	06/07/2005	78645027	3143599	09/12/2006	United Industries Corp.

No.	Trademark	Filing Date	App. No.	Reg. No.	Reg. Date	Registrant
26.	ULTRASTOP	04/30/1997	75284186	2269527	08/10/1999	United Industries Corp.
27.	CUTTER	10/10/2011	85443512	4125628	04/10/2012	United Industries Corp.
28.	INSTANT OCEAN	05/03/2011	85310756	4107916	03/06/2012	United Pet Group, Inc.
29.	PRO-SENSE	02/01/2011	85231434	Pending	Pending	United Pet Group, Inc.
30.	MAXATTRAX	05/24/05	78635849	3090187	05/09/06	United Industries Corp.
31.	SPECTRACIDE	03/27/06	78846459	3210992	02/20/07	United Industries Corp.
32.	BLACK FLAG	10/25/12	85763316	Pending	Pending	United Industries Corp.
33.	BLACK FLAG	09/26/12	85739338	Pending	Pending	United Industries Corp.
34.	BIRDOLA	11/02/10	85167056	4072958	12/20/11	United Pet Group Inc.
35.	BIRDOLA	03/06/1991	74144961	1701830	07/21/92	United Pet Group Inc.
36.	KOB BAR	11/03/10	85168332	Pending	Pending	United Pet Group Inc.
37.	I-LIGHT	12/16/2009	77894883	4125916	04/10/2012	Spectrum Brands, Inc.

TRADEMARK LICENSES

NONE.