

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectrum Brands, Inc.		12/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Price Pfister, Inc.		
Street Address:	19701 DaVinci Lake Forest		
City:	Foothill Ranch		
State/Country:	CALIFORNIA		
Postal Code:	92610		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3166419	AMHERST	
Registration Number:	689076	BEVERLY	
Registration Number:	3101860	PASADENA	
Registration Number:	2690010	SEDONA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

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Signature:	/Matthew S. Makover/
Date:	12/28/2012
<b>Total Attachments: 7</b> source=Price Pfister - Trademark Assignment Agreement#page1.tif source=Price Pfister - Trademark Assignment Agreement#page2.tif source=Price Pfister - Trademark Assignment Agreement#page3.tif source=Price Pfister - Trademark Assignment Agreement#page4.tif source=Price Pfister - Trademark Assignment Agreement#page5.tif source=Price Pfister - Trademark Assignment Agreement#page6.tif source=Price Pfister - Trademark Assignment Agreement#page7.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of December 17, 2012 (the "Effective Date"), is made by and between Spectrum Brands, Inc. ("Assignor") and Price Pfister, Inc. ("Assignee").

### WITNESSETH:

WHEREAS, one of Assignor's and Assignee's affiliates entered into a certain IP Contribution Agreement, dated as of December 17, 2012 (the "IP Contribution Agreement"); and

WHEREAS, pursuant to the IP Contribution Agreement, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed in Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the IP Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE IP CONTRIBUTION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING

THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the IP Contribution Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the IP Contribution Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the IP Contribution Agreement). In the event of any conflict between the terms of this Assignment and the terms of the IP Contribution Agreement, the terms of the IP Contribution Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Trademarks beyond those rights provided in the IP Contribution Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

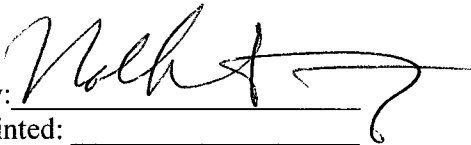
Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

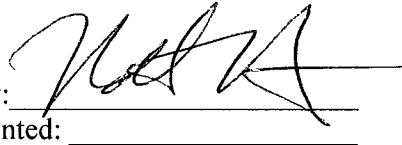
Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

SPECTRUM BRANDS INC.

PRICE PFISTER, INC.

By:   
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Price Pfister Trademark Assignment Agreement]

**Schedule A****Trademarks**

Trademark	Country	Class	Registration No.	Registration Date	Application No.	Filing Date	Status	Owners
AMHERST	US	06 Int.	3166419	31-Oct-2006	78/567391	15-Feb-2005	Registered	Price Pfister Inc.
BEVERLY	US	06 Int.	689076	01-Dec-1959	72/069586	13-Mar-1959	Registered	Price Pfister Inc.
PARISA	MX	11 Int.	578059	29-May-1998	318715	19-Dec-1997	Registered	Price Pfister Inc.
PASADENA	US	06 Int.	3101860	06-Jun-2006	78/449004	12-Jul-2004	Registered	Price Pfister Inc.
PF & DESIGN	MX	11 Int.			941171	16-Jun-2008	Pending	Price Pfister Inc.
PF AND DESIGN	IN	11 Int.	1296196	17-Dec-2007	1296196	15-Jul-2004	Registered	Price Pfister Inc.
PFISTER	MX	11 Int.	1239233	27-Aug-2010	1115622		Pending	Price Pfister Inc.
PFISTER	AE	21 Int.	163391	06-Oct-2011			Pending	Price Pfister Inc.
PFISTER	AE	11 Int.	163390	06-Oct-2011			Pending	Price Pfister Inc.
PFISTER	EG	11 Int.	253684	23-Nov-2010			Pending	Price Pfister Inc.
PFISTER	RO	11 Int., 21 Int.	M201008372	18-Nov-2010	114379	18-Nov-2010	Registered	Price Pfister Inc.
PFISTER	PH	21 Int.			4-2010-012529	19-Nov-2010	Pending	Price Pfister Inc.
PFISTER	AU	11 Int., 21 Int.	1380939	28-Nov-2011	1380939	01-Sep-2010	Registered	Price Pfister Inc.
PFISTER	MX	11 Int.	1293692	27-Jun-2012	1115624	27-Aug-2010	Registered	Price Pfister Inc.
PFISTER	AR	11 Int.	2487776	03-Feb-2012	3053986	16-Dec-2010	Registered	Price Pfister Inc.
PFISTER	SG	11 Int.	T1014995H	21-Mar-2011	T1014995H	12-Nov-2010	Pending	Price Pfister Inc.
PFISTER	SG	21 Int.	T1100703J	19-Jan-2011	T1100703J	19-Jan-2011	Registered	Price Pfister Inc.
PFISTER	AR	06 Int.	2485640	13-Jan-2012	3053985	16-Dec-2010	Registered	Price Pfister Inc.
PFISTER	CL	06 Int., 11 Int., 20 Int., 21 Int.	927542	08-Aug-2011	929641	17-Nov-2010	Registered	Price Pfister Inc.
PFISTER	AR	21 Int.	2485641	13-Jan-2010	3053987	16-Dec-2010	Registered	Price Pfister Inc.
PFISTER	IN	11 Int., 20 Int., 21 Int.			2104715	23-Feb-2011	Pending	Price Pfister Inc.

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Trademark	Country	Class	Registration No.	Registration Date	Application No.	Filing Date	Status	Owners
PFISTER	PE		188036	02-Apr-2012	471654	25-Oct-2011	Registered	Price Pfister Inc.
PFISTER	PR	11 Int.			76763	15-Jun-2011	Pending	Price Pfister Inc.
PFISTER	EM	11 Int., 20 Int., 21 Int.	009441486	11-Feb-2011	009441486	24-Sep-2010	Registered	Price Pfister Inc.
PFISTER	PR	21 Int.			76762	15-Jun-2011	Pending	Price Pfister Inc.
PFISTER	MX	11 Int.	1239233	22-Sep-2011	1115622	27-Aug-2010	Registered	Price Pfister Inc.
PFISTER	PR	06 Int.			76764	15-Jun-2011	Pending	Price Pfister Inc.
PFISTER	EC	11 Int.	3106-11	25-May-2011	0238446	30-Nov-2010	Registered	Price Pfister Inc.
PFRESHEST IDEAS IN PFAUCETS	MX	09 Int., 11 Int.	702740	20-Jun-2001	469313	02-Feb-2001	Registered	Price Pfister Inc.
PP	AR	11 Int.	1695417	15-Oct-1998	2094729	28-Jul-1997	Registered	Price Pfister Inc.
PRICE PFISTER	MX	06 Int., 07 Int., 11 Int., 12 Int., 17 Int., 19 Int., 20 Int., 21 Int., 26 Int.	302654	17-Sep-1984	234463	15-Jun-1984	Registered	Price Pfister Inc.
PRICE PFISTER	BR	19 Nat.	819927139	03-Aug-1999	819927139	27-May-1997	Registered	Price Pfister Inc.
PRICE PFISTER	PH	11 Int.	42003007499	16-Dec-2005	4-03-0007499	15-Aug-2003	Registered	Price Pfister Inc.
PRICE PFISTER	AU	11 Int., 21 Int.	1380942	28-Nov-2011	1380942	01-Sep-2010	Registered	Price Pfister Inc.
PRICE PFISTER	SG	21 Int.	T1100702B	05-Dec-2011	T1100702B	19-Jan-2011	Pending	Price Pfister Inc.
PRICE PFISTER	SG	11 Int.	T1014994Z	21-Mar-2012	T1014994Z	12-Nov-2010	Pending	Price Pfister Inc.
PRICE PFISTER	IN	11 Int.	1250211	11-Oct-2005	1250211	18-Nov-2003	Registered	Price Pfister Inc.
PRICE PFISTER	EC	11 Int.	2011-MP-3107	07-Jun-2011	0238447	30-Nov-2010	Pending	Price Pfister Inc.
PRICE PFISTER & DESIGN	AR	11 Int.	1942440	25-Jul-2003	2094730	28-Jul-1997	Registered	Price Pfister Inc.
SEDONA	US	06 Int.	2690010	25-Feb-2003	76/242837	18-Apr-2001	Registered	Price Pfister Inc.
AVANTE	CA	NA Int.	TMA313837	02-May-1986	537676	05-Mar-1985	Registered	Price Pfister Inc.
PRICE PFISTER	CA	NA Int.	TMA316568	25-Jul-1986	537681	05-Mar-1985	Registered	Price Pfister Inc.

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Trademark	Country	Class	Registration No.	Registration Date	Application No.	Filing Date	Status	Owners
PP	CA	NA Int.	TMA327248	08-May-1987	537680	05-Mar-1985	Registered	Price Pfister Inc.
WINDSOR	CA	NA Int.	TMA316567	25-Jul-1986	537674	05-Mar-1985	Registered	Price Pfister Inc.
VERVE	CA	NA Int.	TMA313838	02-May-1986	537677	05-Mar-1985	Registered	Price Pfister Inc.
MATCH MAKERS & DESIGN	CA	NA Int.	TMA414962	30-Jul-1993	659879	13-Jun-1990	Registered	Price Pfister Inc.
LE ROBINET PFANTASTIQUE AU NOM	CA	NA Int.	TMA412210	19-May-1993	639075	22-Aug-1989	Registered	Price Pfister Inc.
CPL	CA	NA Int.	TMA411466	23-Apr-1993	692435	28-Oct-1991	Registered	Price Pfister Inc.
GEORGETOWN	CA	NA Int.	TMA428817	17-Jun-1994	693425	12-Nov-1991	Registered	Price Pfister Inc.
SOCIETY BRASS COLLECTION	CA	NA Int.	TMA494099	07-May-1998	781518	28-Apr-1995	Registered	Price Pfister Inc.
PFOREVER SEAL	CA	NA Int.	TMA500896	18-Sep-1998	832501	30-Dec-1996	Registered	Price Pfister Inc.
PFOREVER WARRANTY	CA	NA Int.	TMA495973	12-Jun-1998	837479	25-Feb-1997	Registered	Price Pfister Inc.
PFOREVER PFINISH	CA	NA Int.	TMA503585	03-Nov-1998	843494	28-Apr-1997	Registered	Price Pfister Inc.
PFILTER PFAUCET	CA	NA Int.	556544	17-Jan-2002	845330	20-May-1997	Registered	Price Pfister Inc.
DESIGN OF SCALD PFREE LOGO	CA	NA Int.	553317	02-Nov-2001	894661	28-Oct-1998	Registered	Price Pfister Inc.
CARMEL	CA	NA Int.	TMA503057	27-Oct-1998	863174	04-Dec-1997	Registered	Price Pfister Inc.
SCALD PFREE	CA	NA Int.	TMA503058	27-Oct-1998	863173	04-Dec-1997	Registered	Price Pfister Inc.
TRIBECA	CA	NA Int.	TMA503930	10-Nov-1998	863172	04-Dec-1997	Registered	Price Pfister Inc.
PARISA	CA	NA Int.	TMA503070	27-Oct-1998	864234	16-Dec-1997	Registered	Price Pfister Inc.
NO DRIPS! NO TARNISH! NO WORRIES!	CA	NA Int.	TMA539195	05-Jan-2001	864933	22-Dec-1997	Registered	Price Pfister Inc.
THE PFOREVER SEAL	CA	NA Int.	TMA527699	12-May-2000	896146	12-Nov-1998	Registered	Price Pfister Inc.
TWIST PFIT	CA	11 Int.	562784	29-May-2002	1021894	12-Jul-1999	Registered	Price Pfister Inc.

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Trademark	Country	Class	Registration No.	Registration Date	Application No.	Filing Date	Status	Owners
SAVANNAH	CA	11 Int.	566758	30-Aug-2002	1027726	02-Sep-1999	Registered	Price Pfister Inc.
PF	CA	11 Int.	557458	05-Feb-2002	1059446	18-May-2000	Registered	Price Pfister Inc.
PF AND DESIGN	CA	11 Int.	TMA563205	10-Jun-2002	1059447	18-May-2000	Registered	Price Pfister Inc.
PRICE PFISTER (STYLIZED)	CA	11 Int.	564214	03-Jul-2002	1059444	18-May-2000	Registered	Price Pfister Inc.
PFRESHEST IDEAS IN PFAUCETS	CA	11 Int.	563166	07-Jun-2002	1059445	18-May-2000	Registered	Price Pfister Inc.
PFRESH PFASHIONS	CA	11 Int.	559420	19-Mar-2002	1061259	31-May-2000	Registered	Price Pfister Inc.
PFRESH PFEATURES	CA	11 Int.	559287	15-Mar-2002	1061262	31-May-2000	Registered	Price Pfister Inc.
PFRESH PFINISHES	CA	11 Int.	559288	15-Mar-2002	1061261	31-May-2000	Registered	Price Pfister Inc.
PFRESH	CA	11 Int.	559396	18-Mar-2002	1061260	31-May-2000	Registered	Price Pfister Inc.
GENESIS	CA	NA Int.	TMA472453	12-Mar-1997	801122	05-Jan-1996	Registered	Price Pfister Inc.
CONTEMPRA	CA	NA Int.	TMA780329	21-Oct-2010	1394997	09-May-2008	Registered	Price Pfister Inc.
PFISTER	CA	11 Int.			1493782	26-Aug-2010	Pending	Price Pfister Inc.

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