

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Price Pfister, Inc.		07/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Trustee		
Street Address:	7000 Central Parkway, Suite 550		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85793757	SMART CLEAN	
Serial Number:	85933593	PFINISH GUARD	
CORRESPONDENCE DATA			
Fax Number:	6123336798		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(612) 333-2111		
Email:	ksuzan@btlaw.com		
Correspondent Name:	Kenneth D. Suzan		
Address Line 1:	Barnes & Thornburg LLP		
Address Line 2:	225 South Sixth Street, Suite 2800		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	54569-26		
NAME OF SUBMITTER:	Kenneth D. Suzan		
Signature:	/Kenneth D. Suzan/		

CH \$65.00 85793757

TRADEMARK

Date:

08/15/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Spectrum Brands, Inc. (the "**Company**"), United Industries Corporation, Kwikset Corporation, and Price Pfister, Inc., each a Delaware corporation; and Reveal, 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.

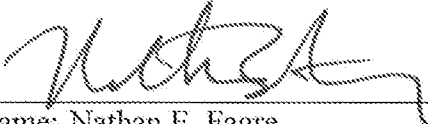
Each Grantor irrevocably constitutes and appoints the Collateral Trustee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Collateral Trustee's name, from time to time, in the 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 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.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of July 2013.

SPECTRUM BRANDS, INC.

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

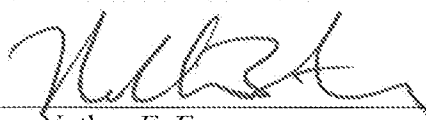
KWIKSET CORPORATION

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

ROVCAL, INC.

By: 
Name: Nathan E. Fagre
Title: Director and Secretary

UNITED INDUSTRIES CORPORATION

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

PRICE PFISTER, INC.

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

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Trustee

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

Trademarks Through June 30, 2013

Owner	Trademark	Country	Status	App. No.	App. Filing Date	Reg. No.	Reg. Date
Kwikset Corporation	KEVO	US	Pending	85903442	12-Apr-13	---	---
Kwikset Corporation	HOME CONNECT	US	Pending	85948834	03-Jun-13	---	---
Price Pfister, Inc.	SMART CLEAN	US	Pending	85793757	04-Dec-12	---	---
Price Pfister, Inc.	PFINISH GUARD	US	Pending	85933593	16-May-13	---	---
Rovcal, Inc.	REMINGTON	US	Pending	85956169	11-Jun-13	---	---
Rovcal, Inc.	SONIC FRESH	US	Pending	85956173	11-Jun-13	---	---
Rovcal, Inc.	SURESONIC	US	Pending	85956176	11-Jun-13	---	---
Rovcal, Inc.	SURESONIC PLUS	US	Pending	85956175	11-Jun-13	---	---
Spectrum Brands, Inc.	STIFFEL	US	Pending	85904022	15-Apr-13	---	---
United Industries Corporation	WEED STOP	US	Pending	85859310	25-Feb-13	---	---
United Industries Corporation	BLACK FLAG	US	Pending	85869955	07-Mar-13	---	---
United Industries Corporation	BLACK FLAG	US	Pending	85879826	19-Mar-13	---	---
