

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPECTRUM BRANDS, INC.		03/31/2015	CORPORATION: DELAWARE
TELL MANUFACTURING, INC.		03/31/2015	CORPORATION: DELAWARE
SALIX ANIMAL HEALTH, LLC		03/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
UNITED INDUSTRIES CORPORATION		03/31/2015	CORPORATION: DELAWARE

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 BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	74366198	BREW'N GO
Serial Number:	77230516	CYCLONE
Serial Number:	77469947	DELI-WRAPPS
Serial Number:	86067243	GOOD 'N' FIT
Serial Number:	86067311	GOOD 'N' FIT
Serial Number:	86067212	GOOD 'N' FUN
Serial Number:	86067293	GOOD 'N' FUN
Serial Number:	85375152	GOOD 'N' TASTY
Serial Number:	86064426	HEALTHY HIDE
Serial Number:	77845526	HEALTHY HIDE
Serial Number:	75638171	HEALTHY-HIDE
Serial Number:	77845555	HEALTHY-HIDE
Serial Number:	75858411	SALIX
Serial Number:	76119821	VALUE HIDE

CH \$965.00 74366198

Property Type	Number	Word Mark
Serial Number:	86522242	FARM BITES
Serial Number:	86504642	FOR THE ALWAYS ON YOU
Serial Number:	86504638	ALWAYS ON
Serial Number:	86504669	ALWAYS ON BY RAYOVAC
Serial Number:	86550077	COMFORTFILTER
Serial Number:	86549928	LUMARX
Serial Number:	86517114	MAGNIFLOW
Serial Number:	86504500	MARKET CUTS
Serial Number:	73449230	NATURE'S MIRACLE
Serial Number:	74470417	NUTRICOAT
Serial Number:	73013595	PERFECT COAT
Serial Number:	78285542	FINISHING TOUCHES
Serial Number:	73006046	AQUASAFE
Serial Number:	74356109	KOI-VITAL
Serial Number:	74356115	TETRA HERMIT CRAB CAKES
Serial Number:	74502391	DUETTO
Serial Number:	86501045	CUTTER
Serial Number:	86019782	FROST PROTECT
Serial Number:	76259878	GARDEN SAFE
Serial Number:	86354081	LIQUID FENCE
Serial Number:	86354045	LIQUID FENCE
Serial Number:	76498729	MOSQUITO STOP
Serial Number:	76508398	SCHULTZ
Serial Number:	73466799	TAT

CORRESPONDENCE DATA

Fax Number: 6123336798

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

Phone: 612-333-2111

Email: trademarks-mi@btlaw.com

Correspondent Name: Barnes & Thornburg LLP

Address Line 1: 225 South Sixth Street, Suite 2800

Address Line 4: Minneapolis, MINNESOTA 55402-4662

ATTORNEY DOCKET NUMBER:	54569-71
NAME OF SUBMITTER:	Kerry R. Thompson - Ind. Cont. Paralegal
SIGNATURE:	/Kerry R. Thompson/
DATE SIGNED:	05/07/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Spectrum Brands, Inc. (the “**Company**”), United Industries Corporation, Tell Manufacturing, Inc., and Salix Animal Health, LLC, each a Delaware 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.

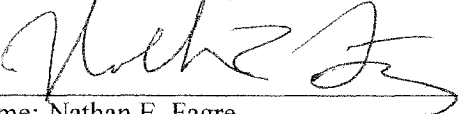
[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of March 31, 2015.


SPECTRUM BRANDS, INC.

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

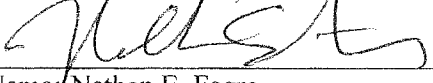
TELL MANUFACTURING, INC.

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

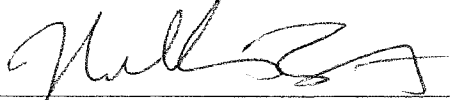
SALIX ANIMAL HEALTH, LLC

By: 
Name: Nathan E. Fagre
Title: Senior Vice President & General
Counsel

SPECTRUM BRANDS, INC. as successor in
interest to: United Pet Group, Inc.
Kwikset Corporation
Price Pfister, Inc.

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

UNITED INDUSTRIES CORPORATION

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

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Trustee

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

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Country	Status	Application Number	Filing Date	Reg. No	Reg. Date
Applica Consumer Products, Inc.	BREW'N GO	United States	Registered	74366198	3/9/1993	1864239	11/22/1994
Applica Consumer Products, Inc.	CYCLONE	United States	Registered	77230516	7/16/2007	3528544	11/4/2008
Salix Animal Health, LLC	DELI-WRAPS	United States	Registered	77/469,947	5/9/2008	3667554	8/11/2009
Salix Animal Health, LLC	GOOD 'N' FIT	United States	Registered	86/067,243	9/17/2013	4517810	4/22/2014
Salix Animal Health, LLC	GOOD 'N' FIT (Stylized)	United States	Registered	86/067,311	9/17/2013	4517812	4/22/2014
Salix Animal Health, LLC	GOOD 'N' FuN	United States	Registered	86/067,212	9/17/2013	4517809	4/22/2014
Salix Animal Health, LLC	GOOD 'N' FuN (Stylized)	United States	Registered	86/067,293	9/17/2013	4517811	4/22/2014
Salix Animal Health, LLC	GOOD 'N' TASTY	United States	Registered	85/375,152	7/19/2011	4195794	8/21/2012
Salix Animal Health, LLC	HEALTHY HIDE (Stylized)	United States	Registered	86/064,426	9/13/2013	4529056	5/13/2014
Salix Animal Health, LLC	HEALTHY HIDE and Design	United States	Registered	77/845,526	10/9/2009	3793029	5/25/2010
Salix Animal Health, LLC	HEALTHY-HIDE	United States	Registered	75/638,171	2/10/1999	2307604	1/11/2000
Salix Animal Health, LLC	HEALTHY-HIDE and Design	United States	Registered	77/845,555	10/9/2009	3793031	5/25/2010
Salix Animal Health, LLC	SALIX	United States	Registered	75/858,411	11/26/1999	2383475	9/5/2000
Salix Animal Health, LLC	VALUE HIDE	United States	Registered	76/119,821	8/31/2000	2583543	6/18/2002
Spectrum Brands Inc.	FARM BITES	United States	Pending	86522242	2/3/2015		
Spectrum Brands Inc.	FOR THE ALWAYS ON YOU	United States	Pending	86504642	1/15/2015		
Spectrum Brands, Inc.	ALWAYS ON	United States	Pending	86504638	1/15/2015		
Spectrum Brands, Inc.	ALWAYS ON BY RAYOVAC	United States	Pending	86504669	1/15/2015		
Spectrum Brands, Inc.	COMFORTFILTER	United States	Pending	86550077	3/2/2015		
Spectrum Brands, Inc.	LUMARX	United States	Pending	86549928	3/2/2015		
Spectrum Brands, Inc.	MAGNIFLOW	United States	Pending	86517114	1/28/2015		
Spectrum Brands, Inc.	MARKET CUTS	United States	Pending	86504500	1/15/2015		
Spectrum Brands, Inc.	NATURE'S MIRACLE	United States	Registered	73449230	10/24/1983	1321689	2/26/1985
Spectrum Brands, Inc.	NUTRICOAT	United States	Registered	74470417	12/16/1993	1902337	7/4/1995
Spectrum Brands, Inc.	PERFECT COAT	United States	Registered	73013595	2/15/1974	1008287	4/8/1975
Spectrum Brands, Inc.	TELL MANUFACTURING	United States	Pending	1719991	3/18/2015		
Tell Manufacturing, Inc.	FINISHING TOUCHES	United States	Registered			2961146	6/7/2005
Tetra GmbH	AQUASAFE	United States	Registered	73/006046	11/12/1973	1000438	12/31/1974
Tetra GmbH	KOI-VITAL	United States	Registered	74/356109	2/5/1993	1873458	1/17/1995
Tetra GmbH	TETRA	United States	Registered	631116	12/30/1994	631116	12/30/1994
Tetra GmbH	TETRA HERMIT CRAB CAKES	United States	Registered	74/356115	2/5/1993	1865530	12/6/1994
United Pet Group, Inc.	DUETTO	United States	Registered	74/502391	3/21/1994	1886021	3/28/1995
United Industries Corporation	CUTTER	United States	Pending	86501045	1/12/2015		
United Industries Corporation	FROST PROTECT	United States	Registered	86019782	7/25/2013	4657172	12/16/2014

Owner	Trademark	Country	Status	Application Number	Filing Date	Reg. No	Reg. Date
United Industries Corporation	GARDEN SAFE	United States	Renewed	76259878	5/21/2001	2903602	11/16/2014
United Industries Corporation	LIQUID FENCE	United States	Registered	86354081	7/31/2014	4684845	2/10/2015
United Industries Corporation	LIQUID FENCE	United States	Registered	86354045	7/31/2014	4684867	2/10/2015
United Industries Corporation	MOSQUITO STOP	United States	Renewed	76498729	2/12/2003	2936701	3/29/2005
United Industries Corporation	SCHULTZ	United States	Renewed	76508398	4/21/2003	2920374	1/25/2005
United Industries Corporation	TAT	United States	Renewed	73466799	2/22/1984	1320321	2/19/1985