

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		01/02/2019	BANK: CANADA
RECEIVING PARTY DATA			
Name:	Spectrum Brands, Inc.		
Street Address:	3001 DEMING WAY		
City:	WAYMIDDLETON		
State/Country:	WISCONSIN		
Postal Code:	53562		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2020767	AIRPOWER	
Registration Number:	5306651	BRITE ESSENTIALS	
Registration Number:	1632738	EXTRA	
Registration Number:	1503676	LOUD 'N CLEAR	
Registration Number:	2123841	MAXIMUM	
Registration Number:	5458160	OUTRAGEOUSLY RAW POWER	
Registration Number:	1965348	PRO LINE	
Registration Number:	3619024	RAYOVAC	
Registration Number:	5295494	RAYOVAC HIGH ENERGY	
Registration Number:	1539096	RAYOVAC	
Registration Number:	0588682	SPORTSMAN	
Registration Number:	5443259	THE BEAST	
Registration Number:	4022474	XCELL	
Serial Number:	88226234	EXTRA	
Serial Number:	88226252	PRO LINE	
Serial Number:	88226268	SPORTSMAN	
Serial Number:	88226789	RAYOVAC	
CORRESPONDENCE DATA			

CH \$440.00 2020767

Fax Number:

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.

Email: kepark@paulweiss.com, aspoto@paulweiss.com,
lfranco@paulweiss.com, cadinolfi@paulweiss.com

Correspondent Name: Kevin Park

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

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

ATTORNEY DOCKET NUMBER:	19440-054
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NAME OF SUBMITTER:	Kevin Park
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SIGNATURE:	/Kevin Park/
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DATE SIGNED:	01/03/2019
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Total Attachments: 4

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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN SPECIFIED TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of January 2, 2019 is made by Royal Bank of Canada, in its capacity as collateral agent (referred to herein as the "Agent"), in favor of Spectrum Brands, Inc. (the "Company"), pursuant to that certain Security Agreement, dated as of June 23, 2015 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Notice of Grant of Security Interests in Trademarks, dated as of June 23, 2015, in favor of the Agent (as successor to Deutsche Bank AG New York Branch) (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on July 20, 2015, at Reel/Frame No. 5579/0907; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise

record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 4. Choice of Law. This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

ROYAL BANK OF CANADA,
as Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

[Signature Page -- Notice of Release of Security Interest in Trademark Rights in Favor of Spectrum Brands, Inc.]

SCHEDULE A

Released Trademarks

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
AIRPOWER	75029463	12/7/1995	2020767	12/3/1996
BRITE ESSENTIALS	87/397,982	4/4/2017	5306651	10/10/2017
EXTRA	74005162	11/27/1989	1632738	1/22/1991
EXTRA	88226234	12/12/2018		
LOUD 'N CLEAR	73684437	9/16/1987	1503676	9/13/1988
MAXIMUM	75224648	1/13/1997	2123841	12/23/1997
OUTRAGEOU SLY RAW POWER	87/605,445	9/12/2017	5458160	05/01/2018
PRO LINE	74641430	3/3/1995	1965348	4/2/1996
PRO LINE	88226252	12/12/2018		
RAYOVAC	77581230	9/29/2008	3619024	5/12/2009
RAYOVAC HIGH ENERGY	87/329,839	2/9/2017	5295494	9/26/2017
RAYOVAC Logo (2018)	88226789	12/12/2018		
RAYOVAC w/lightning bolt O	73/749,935	9/6/1988	1539096	5/16/1989
SPORTSMAN	71/643,373	3/9/1953	588682	4/20/1954
SPORTSMAN	88226268	12/12/2018		
THE BEAST	87605427	9/12/2017	5443259	4/10/2018
XCELL	85236285	2/8/2011	4022474	9/6/2011