

RELEASE AND SETTLEMENT AGREEMENT

U.S. Bancorp Equipment Finance, Inc. ("U.S. Bancorp") and Spectrum Brands, Inc. ("Spectrum") (collectively, "the Parties") hereby enter into this Release and Settlement Agreement ("Agreement") on this ____ day of June, 2009.

WHEREAS, U.S. Bancorp and Spectrum are parties to an equipment lease dated April 7, 2006, together with any related agreements governing the Loader (as defined below) (the "Lease"), pursuant to which Spectrum leased from U.S. Bancorp a 2006 Komatsu Wheel Loader (the "Loader");

WHEREAS, Spectrum is a debtor in possession in jointly administered Chapter 11 cases pending in the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court"), which cases are referenced as In re Spectrum Jungle Labs Corporation, et al., Debtors, Case No. 09-50455 (RBK);

WHEREAS, due to the prohibitions that the United States Bankruptcy Code places on a debtor-in-possession's ability to pay prepetition obligations, Spectrum failed to make a certain payment due under the Lease, and U.S. Bancorp thereafter repossessed the Loader from Spectrum on or about April 14, 2009;

WHEREAS, Spectrum believes that such repossession may have violated the automatic stay set forth in Bankruptcy Codes section 362(a);

WHEREAS, U.S. Bancorp believes it has various defenses to such claim;

WHEREAS, the Parties have agreed, subject to approval of the Bankruptcy Court, to (a) settle their dispute with respect to the repossession of the Loader, (b) terminate the Lease, and (c) settle the amount of U.S. Bancorp's remaining claim under the Lease, under the terms set forth in this Agreement;

THEREFORE, the Parties agree, subject to and contingent upon approval of the Bankruptcy Court, as follows:

1. The Lease is hereby terminated as of April 14, 2009.
2. Spectrum is not liable for any amounts remaining due under the Lease, or any other damages in connection with the Lease, including rejection damages.
3. U.S. Bancorp's claim under the Lease will be fixed at \$0.
4. The Parties agree that Spectrum will not assert any claims against U.S. Bancorp for any alleged violation of the automatic stay and shall further request that the Bankruptcy Court expressly authorize U.S. Bancorp's repossession of the Loader.
5. U.S. Bancorp, for themselves and all related and affiliated entities, hereby and forever remise, release, and discharge Spectrum and its related or affiliated companies, officers, directors, employees, agents, successors, assigns, insurers, retailers, and attorneys (referred to as "The Released Party") of and from any and all present and future liability, causes of action, claims, demands, damages, costs, expenses, debts, liens, subrogation interests, or other known or unknown obligation of any kind (whether based upon contract, strict liability, negligence, common law, statutory law, warranty law, or any other law), including claims for both known damages (including the unknown or unsuspected consequences thereof) and unknown damages, whether suspected or unsuspected, concerning any matters of any nature whatsoever, which arise out of the Lease or are in any way related to the Lease. U.S. Bancorp acknowledges that this is a GENERAL RELEASE and a FULL AND FINAL RELEASE AND DISCHARGE of The Released Party which will bar any litigation or claim against The Released Party in connection with the Lease, including rejection damages.

6. Spectrum, for itself and all related and affiliated entities, hereby and forever remises, releases, and discharges U.S. Bancorp and their related or affiliated companies, officers, directors, employees, agents, successors, assigns, insurers, retailers, and attorneys (referred to as "The U.S. Bancorp Released Parties") of and from any and all present and future liability, causes of action, claims, demands, damages, costs, expenses, debts, liens, subrogation interests, or other known or unknown obligation of any kind (whether based upon contract, strict liability, negligence, common law, statutory law, warranty law, or any other law), including claims for both known damages (including the unknown or unsuspected consequences thereof) and unknown damages, whether suspected or unsuspected, concerning any matters of any nature whatsoever, which arise out of the Lease or are in any way related to the Lease. Spectrum acknowledges that this is a GENERAL RELEASE and a FULL AND FINAL RELEASE AND DISCHARGE of The U.S. Bancorp Released Parties which will bar any litigation or claim against The U.S. Bancorp Released Parties in connection with the Lease.

7. The Parties agree that this settlement is a compromise of doubtful and disputed claims of liability and defenses to liability and that actions by the Parties shall not be deemed or construed as an admission of liability or non-liability by The Released Party or The U.S. Bancorp Released Parties.

8. This Agreement contains the entire agreement between the Parties. It may not be modified, supplemented, or otherwise amended except in writing duly signed by the Parties.

9. The terms of this Agreement are contractual and not mere recital.

10. U.S. Bancorp executes this Agreement without any reliance upon any representation by Spectrum or its counsel. Spectrum executes this Agreement without any reliance upon any representation by U.S. Bancorp.

11. This Agreement shall be interpreted and enforced according to the laws of the
State of Illinois.

U.S. Bancorp Equipment Finance, Inc.

By _____
Date

Spectrum Brands, Inc.

By _____
Date