UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report:

April 29, 2005
(Date of earliest event reported)

SPECTRUM BRANDS, INC.

(formerly Rayovac Corporation)
(Exact Name of Registrant as Specified in Charter)

Wisconsin	**001-13615**	**22-2423556**
(State or other Jurisdiction of Incorporation)	**(Commission File No.)**	**(IRS Employer Identification No.)**

Six Concourse Parkway, Suite 3300, Atlanta, Georgia 30328
(Address of principal executive offices, including zip code)

(770) 829-6200
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Supplements to Existing Indentures

On May 3, 2005, Spectrum Brands, Inc. (formerly Rayovac Corporation) (the "Company"), U.S. Bank National Association and certain subsidiaries of the Company entered into the Fourth Supplemental Indenture (the "Fourth Supplemental Indenture") to the Indenture (the "2003 Indenture") dated as of September 30, 2003 (as previously supplemented) governing the Company's 8 1/2% Senior Subordinated Notes due 2013 and the Supplemental Indenture (the "Supplemental Indenture" and, together with the Fourth Supplemental Indenture, the "Supplemental Indentures") to the Indenture (the "2005 Indenture" and, together with the 2003 Indenture, the "Indentures") dated as of February 7, 2005 governing the Company's 7 3/8% Senior Subordinated Notes due 2015. The Supplemental Indentures added as guarantors under the Indentures certain domestic subsidiaries acquired by the Company in connection with its acquisition of Tetra Holding GmbH, a limited liability company organized under the laws of the Federal Republic of Germany ("Tetra"), which acquisition is described in more detail in Item 2.01 below (the "Tetra Acquisition").

Amendment to Credit Agreement, Security Agreement and Guarantees

On April 29, 2005, the Company entered into Amendment No. 1 to the Fourth Amended and Restated Credit Agreement dated as of February 7, 2005, (as so amended and supplemented, and as otherwise amended, supplemented and modified to the date hereof, the "Credit Agreement"), among the Company, Varta Consumer Batteries GmbH & Co. KGaA, a German partnership limited by shares, Rayovac Europe Limited, a limited liability company, each lender from time to time party thereto (the "Lenders"), Citicorp North America, Inc., as Syndication Agent, Merrill Lynch Capital Corporation, as Co-Documentation Agent and Managing Agent, LaSalle Bank National Association, as Co-Documentation Agent and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer. Pursuant to Section 2.16 of the Credit Agreement, the Lenders agreed to increase their commitments by $500 million under an Incremental Term Facility. The Lenders' commitments were increased as follows: (i) an increase in the Dollar Term Facility by an aggregate principal amount not to exceed U.S. $115 million, (ii) an increase in the Canadian Term Facility by an aggregate principal amount not to exceed the equivalent in Canadian dollars of U.S. $20 million and (iii) an additional Euro Term Loan Facility in a aggregate principal amount not to exceed the equivalent in Euros of U.S. $365 million. The Incremental Term Facility was used to (a) pay to the holders of the equity interests of Tetra the cash consideration for their shares in Tetra in connection with the Tetra Acquisition, (b) refinance the existing indebtedness of Tetra and its subsidiaries and (c) pay transaction fees and expenses incurred in connection with the Tetra Acquisition. The Fourth Amended and Restated Credit Agreement dated as of February 7, 2005 has been filed as Exhibit 10.1 to the Company's Current Report on Form 8-K, filed by the Company with the Securities and Exchange Commission (the "Commission") on February 11, 2005.

The foregoing descriptions of the Supplemental Indentures and Amendment No. 1 to the Credit Agreement do not purport to be complete, and are qualified in their entirety by reference to the full text of those agreements, copies of which are filed as Exhibits 4.1, 4.2 and 10.1, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

On April 29, 2005, the Company acquired all of the outstanding equity interests of Tetra pursuant to the terms of the Share Purchase Agreement dated March 14, 2005 (the "Purchase Agreement") by and among the Company and all of the shareholders of Tetra, which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by the Company with the Commission on March 18, 2005. As a result, Tetra is now an indirect wholly-owned subsidiary of the Company. The total consideration of approximately Euro 418 million, including estimated working capital and net of cash acquired as provided for in the Purchase Agreement, was financed with borrowings under the Credit Agreement described in Item 1.01 of this Current Report on Form 8-K.

Item 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

(a)

The disclosure under Item 1.01 of this Current Report on Form 8-K relating to the Credit Agreement is incorporated herein by reference.

Item 3.03. MATERIAL MODIFICATION TO RIGHTS OF SECURITY HOLDERS

(a)

The disclosures under Item 1.01 of this Current Report on Form 8-K relating to the Supplemental Indentures are incorporated herein by reference.

Item 8.01. OTHER EVENTS.

On April 29, 2005, the Company issued a press release, a copy of which is filed as Exhibit 99.1 to this Current Report on Form 8-K and which is incorporated herein by reference.

Item 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(a) *Financial statements of businesses acquired*

The financial statements required under this item are not included in this Current Report on Form 8-K. Such financial statements will be filed by amendment not later then 71 calendar days after the date that this Current Report on Form 8-K was required to be filed.

(b) *Pro forma financial information*

The pro forma financial information required under this item is not included in this Current Report on Form 8-K. Such information will be filed by amendment not later then 71 calendar days after the date that this Current Report on Form 8-K was required to be filed.

(c) *Exhibits*

Exhibit Number	Description of Exhibit
4.1	Fourth Supplemental Indenture dated as of May 3, 2005 to the Indenture dated as of September 30, 2003 by and among Spectrum Brands, Inc., certain of Spectrum Brands, Inc.'s domestic subsidiaries and U.S. Bank National Association
4.2	Supplemental Indenture dated as of May 3, 2005 to the Indenture dated as of February 7, 2005 by and among Spectrum Brands, Inc., certain of Spectrum Brands, Inc.'s domestic subsidiaries and U.S. Bank National Association
10.1	Amendment No. 1, dated April 29, 2005, to the Fourth Amended and Restated Credit Agreement dated as of February 7, 2005, among Rayovac Corporation, Varta Consumer Batteries GmbH & Co. KGaA, Rayovac Europe Limited, each lender from time to time party thereto, Citicorp North America, Inc., Merrill Lynch Capital Corporation, LaSalle Bank National Association and Bank of America, N.A.
99.1	Press Release dated April 29, 2005

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 5, 2005

SPECTRUM BRANDS, INC.

By: /s/ Randall J. Steward

Name: Randall J. Steward
Title: Executive Vice President and
Chief Financial Officer

EXHIBIT INDEX

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99.1	Press Release dated April 29, 2005

EXHIBIT 4.1

SPECTRUM BRANDS, INC.

8 1/2% SENIOR SUBORDINATED NOTES DUE 2013

FOURTH SUPPLEMENTAL INDENTURE
Dated as of May 3, 2005

to

INDENTURE
Dated as of September 30, 2003

U.S. BANK
NATIONAL ASSOCIATION,
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

FOURTH SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of May 3, 2005 among Spectrum Brands, Inc., a Wisconsin corporation (formerly, Rayovac Corporation) (the "*Company*"), the Guarantors (as defined in the Indenture referred to herein), the Company subsidiaries listed in Exhibit A hereto (each, a "*Guaranteeing Subsidiary*" and, together, the "*Guaranteeing Subsidiaries*"), and U.S. Bank National Association, as Trustee (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Company and the Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of September 30, 2003, as supplemented by the Supplemental Indenture dated as of October 24, 2003, the Second Supplemental Indenture dated as of January 20, 2005 and the Third Supplemental Indenture dated as of February 7, 2005 (the "*Indenture*"), providing for the issuance of the Company's 8 1/2% Senior Subordinated Notes due 2013 (the "*Notes*"); and

WHEREAS, the Indenture provides that if the Company acquires additional Domestic Subsidiaries on or after the Issue Date, each such subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such subsidiary shall unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*"); and

WHEREAS, in connection with the Company's acquisition of all of the equity interests of Tetra Holding GmbH (the "*Acquisition*"), the Company has acquired each of the Guaranteeing Subsidiaries; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Guarantors. Pursuant to Section 9.01 of the Indenture, the Company, the Guarantors and the Trustee hereby amend the definition of the term "Guarantors" set forth in the Indenture by adding to Schedule I to the Indenture those entities listed in Exhibit A hereto. For purposes of clarification, Schedule I to the Indenture shall be identical to Schedule I-A attached hereto.

3. Agreement to Guarantee. The Guaranteeing Subsidiaries hereby agree as follows:

(a) Along with all other Guarantors, to jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful (subject in all cases to any applicable grace period provided in the Indenture), and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) Subject to Section 6.06 of the Indenture and to the extent permitted by applicable law, each Guarantor hereby waives: diligence presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever.

(d) Subject to Section 6.06 of the Indenture and to the extent permitted by applicable law, this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiaries shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(i) Pursuant to Section 11.03 of the Indenture, after giving effect to any maximum amount and any other contingent and fixed liabilities of the Guarantor that are relevant under any applicable Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 11 of the Indenture, the Trustee, the Holders and the Guarantor irrevocably agree that the obligation of such Guarantor shall result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

4. Subordination. The Obligations of each Guaranteeing Subsidiary under its Note Guarantee pursuant to this Supplemental Indenture shall be junior and subordinated to the Senior Debt of such Guaranteeing Subsidiary on the same basis as the Notes are junior and subordinated to the Senior Debt of the Company. For the purposes of the foregoing sentence, the Trustee and the Holders shall have the right to receive and/or retain payments by each Guaranteeing Subsidiary only at such time as they may receive and/or retain payments in respect of the Notes pursuant to the Indenture, including Article 10 thereof.

5. Execution and Delivery. The Guaranteeing Subsidiaries agree that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

6. Guaranteeing Subsidiaries May Consolidate, Etc., on Certain Terms. Except as otherwise provided in Section 11.05 of the Indenture, a Guarantor may not sell or otherwise dispose of all or substantially all of its assets, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

(i) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger is a corporation, organized or existing under (i) the laws of the United States, any state thereof or the District of Columbia or (ii) the laws of the same jurisdiction as that Guarantor and, in each case, assumes all the obligations of that Guarantor under the Indenture, its Note Guarantee and the Registration Rights Agreement pursuant to a supplemental indenture satisfactory to the Trustee; or

(ii) in the case of a Subsidiary Guarantor, such sale or other disposition (A) complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom and (B) is to a Person that is not a Restricted Subsidiary of the Company.

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the obligations and conditions of the Indenture to be performed by a Guarantor, such successor Person shall succeed to and be substituted for a Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

7. Releases. (a) Any Guarantor shall be released and relieved of any obligations under its Note Guarantee, (i) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, if the sale or other disposition of all or substantially all of the assets of that Guarantor complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom; (ii) in connection with any sale of all of the Capital Stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, if the sale of all such Capital Stock of that Guarantor complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom; (iii) if the Company designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in accordance with the terms hereof; or (iv) in connection with any sale of Capital Stock of a Guarantor to a Person that results in the Guarantor no longer being a Subsidiary of the Company, if the sale of such Capital Stock of that Guarantor complies with Section 4.10, including the application of the Net Proceeds therefrom. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of the Indenture, including without limitation Section 4.10 hereof, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

(b) Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Indenture.

8. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, stockholder or agent of any Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

9. GOVERNING LAW. THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

10. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

11. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

12. Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed and attested, all as of the dates referenced.

Dated: May 3, 2005

TETRA HOLDING (US), INC.

By: /s/ Kevin Brenner

Name: Kevin Brenner
Title: President and CEO

WILLINGER BROS., INC.

By: /s/ Kevin Brenner

Name: Kevin Brenner
Title: President and CEO

ROV HOLDING, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

ROVCAL, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

UNITED INDUSTRIES CORPORATION

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President, Secretary and General Counsel

SCHULTZ COMPANY

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

WPC BRANDS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SYLORR PLANT CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

GROUND ZERO, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

NU-GRO US HOLDCO CORPORATION

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Secretary

NU-GRO AMERICA CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

IB NITROGEN INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

NU-GRO TECHNOLOGIES, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

UNITED PET GROUP, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

DB ONLINE, LLC

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SOUTHERN CALIFORNIA FOAM, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQ HOLDINGS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQUARIA, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PERFECTO HOLDING CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQUARIUM SYSTEMS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PERFECTO MANUFACTURING, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

JUNGLE TALK INTERNATIONAL, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PETS ‘N PEOPLE, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SPECTRUM BRANDS, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Senior Vice President - General Counsel and Secretary

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

By: /s/ Richard Prokosch

Name: Richard Prokosch
Title: Vice President

Exhibit A
Guaranteeing Subsidiaries

Tetra Holding (US), Inc.
Willinger Bros., Inc.

SCHEDULE I-A
GUARANTORS

AQ Holdings, Inc.
Aquaria, Inc.
Aquarium Systems, Inc.
DB Online, LLC
Ground Zero, Inc.
IB Nitrogen Inc.
Jungle Talk International, Inc.
Nu-Gro America Corp.
Nu-Gro Technologies, Inc.
Nu-Gro US Holdco Corporation
Perfecto Holding Corp.
Perfecto Manufacturing, Inc.
Pets ‘N People, Inc.
ROV Holding, Inc.
Rovcal, Inc.
Schultz Company
Southern California Foam, Inc.
Sylorr Plant Corp.
Tetra Holding (US), Inc.
United Industries Corporation
United Pet Group, Inc.
Willinger Bros., Inc.
WPC Brands, Inc.

EXHIBIT 4.2

SPECTRUM BRANDS, INC.

7 3/8% SENIOR SUBORDINATED NOTES DUE 2015

SUPPLEMENTAL INDENTURE
Dated as of May 3, 2005

to

INDENTURE
Dated as of February 7, 2005

U.S. BANK
NATIONAL ASSOCIATION,
as Trustee

SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of May 3, 2005 among Spectrum Brands, Inc., a Wisconsin corporation (formerly, Rayovac Corporation) (the "*Company*"), the Guarantors (as defined in the Indenture referred to herein), the Company subsidiaries listed in Exhibit A hereto (each, a "*Guaranteeing Subsidiary*" and, together, the "*Guaranteeing Subsidiaries*"), and U.S. Bank National Association, as Trustee (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Company and the Guarantors have heretofore executed and delivered to the Trustee an indenture, dated as of February 7, 2005 (the "*Indenture*"), providing for the issuance of the Company's 7 3/8% Senior Subordinated Notes due 2015 (the "*Notes*"); and

WHEREAS, the Indenture provides that if the Company acquires additional Domestic Subsidiaries on or after the Issue Date, each such subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which such subsidiary shall unconditionally guarantee all of the Company's obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*"); and

WHEREAS, in connection with the Company's acquisition of all of the equity interests of Tetra Holding GmbH (the "*Acquisition*"), the Company has acquired each of the Guaranteeing Subsidiaries; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiaries, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. Guarantors. Pursuant to Section 9.01 of the Indenture, the Company, the Guarantors and the Trustee hereby amend the definition of the term "Guarantors" set forth in the Indenture by adding to Schedule I to the Indenture those entities listed in Exhibit A hereto. For purposes of clarification, Schedule I to the Indenture shall be identical to Schedule I-A attached hereto.

3. Agreement to Guarantee. The Guaranteeing Subsidiaries hereby agree as follows:

(a) Along with all other Guarantors, to jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful (subject in all cases to any applicable grace period provided in the Indenture), and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance that might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) Subject to Section 6.06 of the Indenture and to the extent permitted by applicable law, each Guarantor hereby waives: diligence presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever.

(d) Subject to Section 6.06 of the Indenture and to the extent permitted by applicable law, this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiaries shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(i) Pursuant to Section 11.03 of the Indenture, after giving effect to any maximum amount and any other contingent and fixed liabilities of the Guarantor that are relevant under any applicable Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 11 of the Indenture, the Trustee, the Holders and the Guarantor irrevocably agree that the obligation of such Guarantor shall result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

4. Subordination. The Obligations of each Guaranteeing Subsidiary under its Note Guarantee pursuant to this Supplemental Indenture shall be junior and subordinated to the Senior Debt of such Guaranteeing Subsidiary on the same basis as the Notes are junior and subordinated to the Senior Debt of the Company. For the purposes of the foregoing sentence, the Trustee and the Holders shall have the right to receive and/or retain payments by each Guaranteeing Subsidiary only at such time as they may receive and/or retain payments in respect of the Notes pursuant to the Indenture, including Article 10 thereof.

5. Execution and Delivery. The Guaranteeing Subsidiaries agree that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

6. Guaranteeing Subsidiaries May Consolidate, Etc., on Certain Terms. Except as otherwise provided in Section 11.05 of the Indenture, a Guarantor may not sell or otherwise dispose of all or substantially all of its assets, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person unless:

(a) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(b) either:

(i) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger is a corporation, organized or existing under (i) the laws of the United States, any state thereof or the District of Columbia or (ii) the laws of the same jurisdiction as that Guarantor and, in each case, assumes all the obligations of that Guarantor under the Indenture, its Note Guarantee and the Registration Rights Agreement pursuant to a supplemental indenture satisfactory to the Trustee; or

(ii) in the case of a Subsidiary Guarantor, such sale or other disposition (A) complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom and (B) is to a Person that is not a Restricted Subsidiary of the Company.

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the obligations and conditions of the Indenture to be performed by a Guarantor, such successor Person shall succeed to and be substituted for a Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

7. Releases. (a) Any Guarantor shall be released and relieved of any obligations under its Note Guarantee, (i) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such

transaction) a Restricted Subsidiary of the Company, if the sale or other disposition of all or substantially all of the assets of that Guarantor complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom; (ii) in connection with any sale of all of the Capital Stock of a Guarantor to a Person that is not (either before or after giving effect to such transaction) a Restricted Subsidiary of the Company, if the sale of all such Capital Stock of that Guarantor complies with Section 4.10 of the Indenture, including the application of the Net Proceeds therefrom; (iii) if the Company designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary in accordance with the terms hereof; or (iv) in connection with any sale of Capital Stock of a Guarantor to a Person that results in the Guarantor no longer being a Subsidiary of the Company, if the sale of such Capital Stock of that Guarantor complies with Section 4.10, including the application of the Net Proceeds therefrom. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of the Indenture, including without limitation Section 4.10 hereof, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

(b) Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Indenture.

8. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, stockholder or agent of any Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

9. GOVERNING LAW. THE INTERNAL LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

10. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

11. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

12. Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the dates referenced.

Dated: May 3, 2005

TETRA HOLDING (US), INC.

By: /s/ Kevin Brenner

Name: Kevin Brenner
Title: President and CEO

WILLINGER BROS., INC.

By: /s/ Kevin Brenner

Name: Kevin Brenner
Title: President and CEO

ROV HOLDING, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

ROVCAL, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Secretary

UNITED INDUSTRIES CORPORATION

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President, Secretary and
General Counsel

SCHULTZ COMPANY

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

WPC BRANDS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SYLORR PLANT CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

GROUND ZERO, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

NU-GRO US HOLDCO CORPORATION

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Secretary

NU-GRO AMERICA CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

IB NITROGEN INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

NU-GRO TECHNOLOGIES, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

UNITED PET GROUP, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

DB ONLINE, LLC

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SOUTHERN CALIFORNIA FOAM, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQ HOLDINGS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQUARIA, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PERFECTO HOLDING CORP.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

AQUARIUM SYSTEMS, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PERFECTO MANUFACTURING, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

JUNGLE TALK INTERNATIONAL, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

PETS 'N PEOPLE, INC.

By: /s/ Louis N. Laderman

Name: Louis N. Laderman
Title: Vice President and Secretary

SPECTRUM BRANDS, INC.

By: /s/ James T. Lucke

Name: James T. Lucke
Title: Senior Vice President - General Counsel and Secretary

U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE

By: /s/ Richard Prokosch

Name: Richard Prokosch
Title: Vice President

Exhibit A
Guaranteeing Subsidiaries

Tetra Holding (US), Inc.
Willinger Bros., Inc.

SCHEDULE I-A
GUARANTORS

AQ Holdings, Inc.
Aquaria, Inc.
Aquarium Systems, Inc.
DB Online, LLC
Ground Zero, Inc.
IB Nitrogen Inc.
Jungle Talk International, Inc.
Nu-Gro America Corp.
Nu-Gro Technologies, Inc.
Nu-Gro US Holdco Corporation
Perfecto Holding Corp.
Perfecto Manufacturing, Inc.
Pets ‘N People, Inc.
ROV Holding, Inc.
Rovcal, Inc.
Schultz Company
Southern California Foam, Inc.
Sylorr Plant Corp.
Tetra Holding (US), Inc.
United Industries Corporation
United Pet Group, Inc.
Willinger Bros., Inc.
WPC Brands, Inc.

EXHIBIT 10.1

AMENDMENT NO. 1

AMENDMENT NO. 1 dated as of April 29, 2005 to the Fourth Amended and Restated Credit Agreement dated as of February 7, 2005, (as so amended and supplemented, and as otherwise amended, supplemented and modified to the date hereof, the "***Credit Agreement***"), among Rayovac Corporation, a Wisconsin corporation (the "***U.S. Borrower***"), Varta Consumer Batteries GmbH & Co. KGaA, a German partnership limited by shares (the "***Euro Borrower***"), Rayovac Europe Limited, a limited liability company (the "***UK Borrower*** and, with the Euro Borrower, each a "***Subsidiary Borrower***" and collectively, the "***Subsidiary Borrowers***" and the Subsidiary Borrowers, with the U.S. Borrower, each a "***Borrower***" and collectively, the "***Borrowers***"), each lender from time to time party hereto (collectively, the "***Lenders***" and individually, a "***Lender***"), Citicorp North America, Inc., as Syndication Agent, Merrill Lynch Capital Corporation, as Co-Documentation Agent and Managing Agent, LaSalle Bank National Association, as Co-Documentation Agent and Bank of America, N.A., as Administrative Agent (the "***Administrative Agent***"), Swing Line Lender (the "***Swing Line Lender***") and L/C Issuer (the "***L/C Issuer***"). Capitalized terms not otherwise defined in this Amendment No. 1 have the same meanings as specified in the Credit Agreement.

PRELIMINARY STATEMENTS:

Pursuant to the Share Purchase Agreement dated March 14, 2005 (as amended, supplemented or otherwise modified in accordance with its terms, to the extent permitted in accordance with the Loan Documents), the "***Share Purchase Agreement***") by and among the U.S. Borrower, Triton Managers Limited, BGLD Managers Limited, AXA Private Equity Fund II-A, AXA Private Equity Fund II-B, Harald Quandt Holding GmbH and Tetra Managers Beteiligungsgesellschaft GmbH (the "***Target***"), the U.S. Borrower has agreed to acquire all of the economic and equity interests in the Target and certain subsidiaries of the Target through an acquisition (the "***Tetra Acquisition***") of the Target and the applicable subsidiaries.

Pursuant to Section 2.16 of the Credit Agreement, the U.S. Borrower has requested that the Lenders increase their Commitments to lend to the U.S. Borrower up to U.S. $500 million (the "***Incremental Term Facility Amount***") under an Incremental Term Facility in order to (a) pay to the existing holders of the Equity Interests of the Target the cash consideration for their shares in the Target, (b) refinance the existing indebtedness of the Target and its Subsidiaries and (c) pay transaction fees and expenses incurred in connection with the Tetra Acquisition.

The U.S. Borrower has requested that the Incremental Term Facility take the form of an increase in the existing Dollar Term Facility and Canadian Term Facility and an additional Euro term loan facility.

The Lenders party hereto (in such capacities, the "***Incremental Term Lenders***") have indicated their willingness to (i) increase the Dollar Term Facility by an aggregate principal amount not to exceed U.S. $115 million, (ii) increase the Canadian Term Facility by an aggregate principal amount not to exceed the Equivalent in Canadian

Dollars of U.S. $20 million and (iii) make available an additional Euro term loan facility in an aggregate principal amount not to exceed the Equivalent in Euro of U.S. $365 million, and the Administrative Agent and the Incremental Term Lenders party hereto have agreed to amend the Credit Agreement in order to effect such increases pursuant to Section 2.16(d) of the Credit Agreement, on the terms and subject to the conditions set forth below;

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1. Amendments. The Credit Agreement is, effective as of the Amendment No. 1 Effective Date (as hereinafter defined), amended as follows:

(a) Section 1.01 of the Credit Agreement is amended by adding in the appropriate alphabetical order the following new definitions:

"***Amendment No. 1***" means Amendment No. 1 to this Agreement, dated as of April 29, 2005, among the U.S. Borrower, Bank of America, N.A., as Administrative Agent and the Lenders party thereto.

"***Amendment No. 1 Effective Date***" has the meaning specified in Section 2 of Amendment No. 1.

"***Incremental Canadian Term Commitment***" means, as to each Incremental Term Lender, its obligation to make Canadian Term Loans to the U.S. Borrower pursuant to Section 2.01(a)(ii) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Part II of Schedule 2.01 under the caption "Incremental Canadian Term Commitment".

"***Incremental Canadian Term Lender***" means each Incremental Term Lender listed on Part II of Schedule 2.01 as an Incremental Canadian Term Lender.

"***Incremental Dollar Term Commitment***" means, as to each Incremental Term Lender, its obligation to make Dollar Term Loans to the U.S. Borrower pursuant to Section 2.01(b)(ii) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Part II of Schedule 2.01 under the caption "Incremental Dollar Term Commitment".

"***Incremental Dollar Term Lender***" means each Incremental Term Lender listed on Part II of Schedule 2.01 as an Incremental Dollar Term Lender.

"***Incremental Term Facility Amount***" has the meaning specified in the Preliminary Statements of Amendment No. 1.

"***Incremental Term Lenders***" has the meaning specified in the Preliminary Statements of Amendment No. 1.

"***Share Purchase Agreement***" has the meaning specified in the Preliminary Statements of Amendment No. 1.

"***Target***" has the meaning specified in the Preliminary Statements of Amendment No. 1.

"***Tetra Acquisition***" has the meaning specified in the Preliminary Statements of Amendment No. 1.

"***Tranche B Euro Term Borrowing***" means a borrowing consisting of simultaneous Tranche B Euro Term Loans having the same Interest Period made by each of the relevant Tranche B Euro Term Lenders pursuant to Section 2.01(c)(ii).

"***Tranche B Euro Term Commitment***" means, as to each Tranche B Term Lender, its obligation to make Tranche B Euro Term Loans to the U.S. Borrower pursuant to Section 2.01(c)(ii) in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Part II of Schedule 2.01 under the caption "Tranche B Euro Term Commitment".

"***Tranche B Euro Term Facility***" means, at any time, (a) on or prior to the Amendment No. 1 Effective Date, the aggregate amount of the Tranche B Euro Term Commitments at such time and (b) thereafter, the aggregate principal amount of the Tranche B Euro Term Loans of all Tranche B Euro Term Lenders outstanding at such time.

"***Tranche B Euro Term Lender***" means (a) at any time on or prior to the Amendment No. 1 Effective Date, any Lender that has a Tranche B Euro Term Commitment at such time and (b) at any time after the Amendment No. 1 Effective Date, any Lender that holds Tranche B Euro Term Loans at such time.

"***Tranche B Euro Term Loan***" means an advance made by any Euro Term Lender under the Euro Term Facility and, on and after the Amendment No. 1 Effective Date, shall include all advances made in accordance with the provisions of Section 2.01(c)(ii).

(b) Section 1.01 of the Credit Agreement is further amended by amending and restating the following definitions to read as follows:

"***Canadian Term Borrowing***" means a borrowing consisting of simultaneous Canadian Term Loans having the same Interest Period made by each of the relevant Canadian Term Lenders pursuant to Section 2.01(a)(i) or (a)(ii), as the case may be.

"***Canadian Term Lender***" means (a) at any time on or prior to the Closing Date, any Lender that has a Canadian Term Commitment at such time, (b) at any time after the Closing Date, any Lender that holds Canadian Term Loans, at such time and (c) on and after the Amendment No. 1 Effective Date, shall include all Incremental Canadian Term Lenders.

"***Canadian Term Loan***" means an advance made by any Canadian Term Lender under the Canadian Term Facility and, on and after the Amendment No. 1 Effective Date, shall include all advances made in accordance with the provisions of Section 2.01(a)(ii).

"***Dollar Term Borrowing***" means a borrowing consisting of simultaneous Dollar Term Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the relevant Dollar Term Lenders pursuant to Section 2.01(b)(i) or (b)(ii), as the case may be.

"***Dollar Term Lender***" means (a) at any time on or prior to the Closing Date, any Lender that has a Dollar Term Commitment at such time, (b) at any time after the Closing Date, any Lender that holds Dollar Term Loans at such time and (c) on and after the Amendment No. 1 Effective Date, shall include all Incremental Dollar Term Lenders.

"***Dollar Term Loan***" means an advance made by any Dollar Term Lender under the Dollar Term Facility and, on and after the Amendment No. 1 Effective Date, shall include all advances made in accordance with the provisions of Section 2.01(b)(ii).

"***Euro Term Note***" means a promissory note made by the U.S. Borrower in favor of a Euro Term Lender or a Tranche B Euro Term Lender evidencing Euro Term Loans or Tranche B Euro Term Loans, as applicable, made by such Lender, in substantially the form of Exhibit C-1.

"***Required Euro Term Lenders***" means, as of any date of determination, all Euro Term Lenders and Tranche B Euro Term Lenders holding more than 50% of the aggregate principal amount of Euro Term Loans and Tranche B Euro Term Loans outstanding on such date; provided that the Euro Term Loans and Tranche B Euro Term Loans held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Euro Term Lenders.

"***Term Borrowing***" means either a Canadian Term Borrowing, a Dollar Term Borrowing, a Euro Term Borrowing or a Tranche B Euro Term Borrowing.

"***Term Commitment***" means (as the context requires) a Canadian Term Commitment, a Dollar Term Commitment, a Euro Term Commitment or a Tranche B Euro Term Commitment.

"***Term Facilities***" means (as the context requires) the Canadian Term Facility, the Dollar Term Facility, the Euro Term Facility and the Tranche B Euro Term Facility.

"***Term Loan***" means one or all of (as the context requires) a Canadian Term Loan, a Dollar Term Loan, a Euro Term Loan or a Tranche B Euro Term Loan.

(c) The definition of "***Applicable Percentage***" in Section 1.01 of the Credit Agreement is amended by inserting a new clause (g) in the first sentence thereof as follows:

> "(g) in respect of the Tranche B Euro Term Facility, with respect to any Tranche B Euro Term Lender at any time, the percentage (carried out to the ninth decimal place) of the Tranche B Euro Term Facility represented by (i) on or prior to the Amendment No. 1 Effective Date, such Tranche B Euro Term Lender's Tranche B Euro Term Commitment at such time and (ii) thereafter, the principal amount of such Tranche B Euro Term Lender's Tranche B Euro Term Loans at such time,"

(d) The definition of "***Applicable Rate***" in Section 1.01 of the Credit Agreement is amended by inserting a new clause (d) at the end thereof as follows:

"(d) in respect of the Tranche B Euro Term Loans, 2.25% per annum."

(e) The definition of "***Appropriate Lender***" in Section 1.01 of the Credit Agreement is amended by inserting the words "the Tranche B Euro Term Facility," immediately after the words "the Euro Term Facility,"

(f) The definition of "***Borrowing***" in Section 1.01 of the Credit Agreement is amended by inserting the words ", a Tranche B Euro Term Borrowing" immediately after the words "a Dollar Term Borrowing."

(g) The definition of "***Commitment***" in Section 1.01 of the Credit Agreement is amended by inserting the words ", a Tranche B Euro Term Commitment" immediately after the words "a Euro Term Commitment."

(h) The definition of "***Facility***" Section 1.01 of the Credit Agreement is amended by inserting the words "the Tranche B Euro Term Facility," immediately after the words "the Euro Term Facility,".

(i) Section 2.01(a) of the Credit Agreement is hereby amended in full to read as follows:

"(a) The Canadian Term Borrowings. (i) Subject to the terms and conditions set forth herein, each Canadian Term Lender severally agrees to make a single loan to the U.S. Borrower on the Closing Date in an amount not to exceed such Canadian Term Lender's Canadian Term Commitment. The Canadian Term Borrowing shall consist of Canadian Term Loans made in Canadian Dollars simultaneously by the Canadian Term Lenders in accordance with their respective Canadian Term Commitments. Amounts borrowed under this Section 2.01(a)(i) and repaid or prepaid may not be reborrowed. Canadian Term Loans shall be Eurocurrency Rate Loans.

(ii) Subject to the terms and conditions set forth herein, each Incremental Canadian Term Lender severally agrees to make a single loan to the U.S. Borrower on the Amendment No. 1 Effective Date in an amount not to exceed such Incremental Canadian Term Lender's Incremental Canadian Term Commitment. The Canadian Term Borrowing made on the Amendment No. 1 Effective Date shall consist of Canadian Term Loans made in Canadian Dollars simultaneously by the Incremental Canadian Term Lenders in accordance with their respective Incremental Canadian Term Commitments. Amounts borrowed under this Section 2.01(a)(ii) and repaid or prepaid may not be reborrowed. Canadian Term Loans shall be Eurocurrency Rate Loans. The aggregate principal amount of such loans shall be added to (and form part of) each Canadian Term Borrowing then outstanding on a pro rata basis (based on the relative sizes of the various outstanding Canadian Term Borrowings), so that each Canadian Term Lender will participate proportionately in each then outstanding Canadian Term Borrowing, and so that the existing Canadian Term Lenders continue to have the same participation (by amount) in each Canadian Term Borrowing as they had prior to the Amendment No. 1 Effective Date."

(j) Section 2.01(b) of the Credit Agreement is hereby amended in full to read as follows:

"(b) The Dollar Term Borrowings. (i) Subject to the terms and conditions set forth herein, each Dollar Term Lender severally agrees to make a single loan to the U.S. Borrower on the Closing Date in an amount not to exceed such Dollar Term Lender's Dollar Term Commitment. The Dollar Term Borrowing shall consist of Dollar Term Loans made in Dollars simultaneously by the Dollar Term Lenders in accordance with their respective Dollar Term Commitments. Amounts borrowed under this Section 2.01(b)(i) and repaid or prepaid may not be reborrowed. Dollar Term Loans may be Base Rate Loans or Eurocurrency Rate Loans as further provided herein.

(ii) Subject to the terms and conditions set forth herein, each Incremental Dollar Term Lender severally agrees to make a single loan to the U.S. Borrower on the Amendment No. 1 Effective Date in an amount not to exceed such Incremental Dollar Term Lender's Incremental Dollar Term Commitment. The Dollar Term Borrowing made on the Amendment No. 1 Effective Date shall consist of Dollar Term Loans made in Dollars simultaneously by the Incremental Dollar Term Lenders in accordance with their respective Incremental Dollar Term Commitments. Amounts borrowed under this Section 2.01(b)(ii) and repaid or prepaid may not be reborrowed. Dollar Term Loans may be Base Rate Loans or Eurocurrency Rate Loans as further provided herein. The aggregate principal amount of such loans shall be added to (and form part of) each Dollar Term Borrowing then outstanding on a pro rata basis (based on the relative sizes of the various outstanding Dollar Term Borrowings), so that each Dollar Term Lender will participate proportionately in each then outstanding Dollar Term Borrowing, and so that the existing Dollar Term Lenders continue to have the same participation (by amount) in each Dollar Term Borrowing as they had prior to the Amendment No. 1 Effective Date."

(k) Section 2.01(c) of the Credit Agreement is hereby amended in full to read as follows:

"(c) The Euro Term Borrowings. (i) Subject to the terms and conditions set forth herein, each Euro Term Lender severally agrees to make a single loan to the U.S. Borrower on the Closing Date in an amount not to exceed such Euro Term Lender's Euro Term Commitment. The Euro Term Borrowing shall consist of Euro Term Loans made in Euros simultaneously by the Euro Term Lenders in accordance with their respective Euro Term Commitments. Amounts borrowed under this Section 2.01(c)(i) and repaid or prepaid may not be reborrowed. Euro Term Loans shall be Eurocurrency Rate Loans.

(ii) Subject to the terms and conditions set forth herein, each Tranche B Euro Term Lender severally agrees to make a single loan to the U.S. Borrower on the Amendment No. 1 Effective Date in an amount not to exceed such Tranche B Euro Term Lender's Tranche B Euro Term Commitment. The Tranche B Euro Term Borrowing made on the Amendment No. 1 Effective Date shall consist of Tranche B Euro Term Loans made in Euros simultaneously by the Tranche B Euro Term Lenders in accordance with their respective Tranche B Euro Term Commitments. Amounts borrowed under this Section 2.01(c)(ii) and repaid or prepaid may not be reborrowed. Tranche B Euro Term Loans shall be Eurocurrency Rate Loans."

(l) Section 2.02(a) of the Credit Agreement is amended by (i) inserting the words "each Tranche B Euro Term Borrowing," immediately after the words "each Euro Term Borrowing," and (ii) inserting the words "a Tranche B Euro Term Borrowing" immediately after the words "a Euro Term Borrowing,".

(m) Section 2.02(b) of the Credit Agreement is amended by (i) inserting the words "Tranche B Euro Term Loans," immediately after the words "Euro Term Loans," and (ii) inserting the words "a Tranche B Euro Term Borrowing," immediately after the words "a Euro Term Borrowing,".

(n) Section 2.02(e) of the Credit Agreement is amended by inserting the following sentence immediately after the third sentence thereof:

"After giving effect to all Tranche B Euro Term Borrowings and all continuations of Tranche B Euro Term Borrowings, there shall be no more than 5 Interest Periods in effect in respect of the Tranche B Euro Term Facility."

(o) Section 2.08(b)(i) of the Credit Agreement is amended by inserting the words ", aggregate Tranche B Euro Term Commitments" after the words "aggregate Dollar Term Commitments."

(p) Section 2.09(a) of the Credit Agreement is hereby amended in full to read as follows:

"(a) Canadian Term Loans. The U.S. Borrower shall repay to the Administrative Agent for the ratable account of the Canadian Term Lenders the aggregate principal amount of all Canadian Term Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.07):

Date	Amount
June 30, 2005	CAD $218,075.00
September 30, 2005	CAD $218,075.00
December 31, 2005	CAD $218,075.00
March 31, 2006	CAD $218,075.00
June 30, 2006	CAD $218,075.00
September 30, 2006	CAD $218,075.00
December 31, 2006	CAD $218,075.00
March 31, 2007	CAD $218,075.00
June 30, 2007	CAD $218,075.00
September 30, 2007	CAD $218,075.00
December 31, 2007	CAD $218,075.00
March 31, 2008	CAD $218,075.00
June 30, 2008	CAD $218,075.00
September 30, 2008	CAD $218,075.00
December 31, 2008	CAD $218,075.00
March 31, 2009	CAD $218,075.00
June 30, 2009	CAD $218,075.00

Date	Amount
September 30, 2009	CAD $ 218,075.00
December 31, 2009	CAD $ 218,075.00
March 31, 2010	CAD $ 218,075.00
June 30, 2010	CAD $ 218,075.00
September 30, 2010	CAD $ 218,075.00
December 31, 2010	CAD $ 218,075.00
March 31, 2011	CAD $ 218,075.00
June 30, 2011	CAD $ 218,075.00
September 30, 2011	CAD $ 218,075.00
December 31, 2011	CAD $ 218,075.00
Maturity Date	CAD $81,341,975.00

provided, however, that the final principal repayment installment of the Canadian Term Loans shall be repaid on the Maturity Date for the Canadian Term Facility under which such Loans were made and in any event shall be in an amount equal to the aggregate principal amount of all Canadian Term Loans outstanding on such date."

(q) Section 2.09(b) of the Credit Agreement is hereby amended in full to read as follows:

"(b) Dollar Term Loans. The U.S. Borrower shall repay to the Administrative Agent for the ratable account of the Dollar Term Lenders the aggregate principal amount of all Dollar Term Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.07):

Date	Amount
June 30, 2005	U.S. $1,637,500.00
September 30, 2005	U.S. $1,637,500.00
December 31, 2005	U.S. $1,637,500.00
March 31, 2006	U.S. $1,637,500.00
June 30, 2006	U.S. $1,637,500.00
September 30, 2006	U.S. $1,637,500.00
December 31, 2006	U.S. $1,637,500.00
March 31, 2007	U.S. $1,637,500.00
June 30, 2007	U.S. $1,637,500.00
September 30, 2007	U.S. $1,637,500.00
December 31, 2007	U.S. $1,637,500.00
March 31, 2008	U.S. $1,637,500.00
June 30, 2008	U.S. $1,637,500.00
September 30, 2008	U.S. $1,637,500.00
December 31, 2008	U.S. $1,637,500.00
March 31, 2009	U.S. $1,637,500.00
June 30, 2009	U.S. $1,637,500.00
September 30, 2009	U.S. $1,637,500.00

Date	Amount
December 31, 2009	U.S. $ 1,637,500.00
March 31, 2010	U.S. $ 1,637,500.00
June 30, 2010	U.S. $ 1,637,500.00
September 30, 2010	U.S. $ 1,637,500.00
December 31, 2010	U.S. $ 1,637,500.00
March 31, 2011	U.S. $ 1,637,500.00
June 30, 2011	U.S. $ 1,637,500.00
September 30, 2011	U.S. $ 1,637,500.00
December 31, 2011	U.S. $ 1,637,500.00
Maturity Date	U.S. $610,787,500.00

provided, however, that the final principal repayment installment of the Dollar Term Loans shall be repaid on the Maturity Date for the Dollar Term Facility under which such Loans were made and in any event shall be in an amount equal to the aggregate principal amount of all Dollar Term Loans outstanding on such date."

(r) Section 2.09(c) of the Credit Agreement is hereby amended in full to read as follows:

"(c) (i) Euro Term Loans. The U.S. Borrower shall repay to the Administrative Agent for the ratable account of the Euro Term Lenders the aggregate principal amount of all Euro Term Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.07):

Date	Amount
August 6, 2011	€57,000,000
Maturity Date	€57,000,000

provided, however, that the final principal repayment installment of the Euro Term Loans shall be repaid on the Maturity Date for the Euro Term Facility under which such Loans were made and in any event shall be in an amount equal to the aggregate principal amount of all Euro Term Loans outstanding on such date.

(ii) Tranche B Euro Term Loans. The U.S. Borrower shall repay to the Administrative Agent for the ratable account of the Tranche B Euro Term Lenders the aggregate principal amount of all Tranche B Euro Term Loans outstanding on the following dates in the respective amounts set forth opposite such dates (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.07):

Date	Amount
August 6, 2011	€140,600,924.50
Maturity Date	€140,600,924.50

provided, however, that the final principal repayment installment of the Tranche B Euro Term Loans shall be repaid on the Maturity Date for the Tranche B Euro Term Facility under which such Loans were made and in any event shall be in an amount equal to the aggregate principal amount of all Tranche B Euro Term Loans outstanding on such date."

(s) Section 10.06(b)(i) of the Credit Agreement is amended by inserting the words "or the Tranche B Euro Term Facility" immediately after the words "the Euro Term Facility."

(t) The Credit Agreement is amended by replacing the existing Schedule 2.01 – Commitments and Applicable Percentages with Schedule 2.01 – Commitments and Applicable Percentages, attached hereto as Schedule 2.01, in proper numerical order;

(u) Upon the Amendment No. 1 Effective Date, (a)(i) the Incremental Canadian Term Lenders shall have the same rights and obligations as the Canadian Term Lenders, (ii) the Incremental Dollar Term Lenders shall have the same rights and obligations as the Dollar Term Lenders, (iii) the Tranche B Euro Term Lenders shall have the same right and obligations as the Euro Term Lenders, in each case, as set forth in the Loan Documents, except as modified by Section 1 of this Amendment No. 1 and (b) each Incremental Term Lender agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

SECTION 2. Conditions of Effectiveness. This Amendment No. 1 shall become effective as of the date first above written (the "***Amendment No. 1 Effective Date***") when, and only when each of the following conditions set forth in this Section 2 shall have been satisfied:

(a) Execution of Counterparts. The Administrative Agent shall have received counterparts of (i) this Amendment No. 1 executed by (A) the U.S. Borrower, (B) the Administrative Agent, and (C) each Incremental Term Lender, and (ii) the consent attached hereto (the "***Consent***") executed by each Guarantor.

(b) Payment of Fees and Expenses. The U.S. Borrower shall have paid (i) all reasonable fees and expenses (including the reasonable fees and expenses of Shearman & Sterling LLP) incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Amendment No. 1 (including, without limitation, in connection with the syndication of the Incremental Term Facility) or otherwise required to be paid in connection with this Amendment No. 1 and (ii) all other fees and expenses required to be paid under the Loan Documents and remaining outstanding on or prior to the date of this Amendment No. 1 (including fees and expenses of counsel), in each case, for which the invoice for such fees and expenses shall have been presented to the U.S. Borrower.

(c) Evidence of Debt. Each Incremental Term Lender shall have received, if requested, one or more Term Notes payable to the order of such Lender duly executed by the U.S. Borrower, in substantially the form of Exhibit C-1 attached to the Credit Agreement, evidencing the Canadian Term Loans, Dollar Term Loans, or Euro Term Loans, as applicable, of such Incremental Term Lender.

(d) Resolutions. The Administrative Agent shall have received certified copies of (i) the resolutions of the Board of Directors of the U.S. Borrower evidencing approval of this Amendment No. 1 and all matters and transactions contemplated hereby and (ii) all documents evidencing other necessary corporate action and governmental and other material third party approvals and consents, if any, with respect to this Amendment No. 1, the Consent and the matters and transactions contemplated hereby and thereby.

(e) Certificates. The Administrative Agent shall have received a certificate of the Secretary or an Assistant Secretary (or another Responsible Officer) of the U.S. Borrower certifying (i) the names and true signatures of the officers of the U.S. Borrower authorized to sign this Amendment No. 1 and the other documents to be delivered hereunder, (ii) that no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body, or any third party to any agreements and instruments of the U.S. Borrower is required for the due execution, delivery or performance by the U.S. Borrower of this Amendment, (iii) the representations and warranties contained in Section 5 of this Amendment are true and correct in all material respects (except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date) and (iv) no Event of Default has occurred and is continuing or would result from this Amendment and the matters and transactions contemplated hereby.

(f) Legal Opinions. Opinions of (i) Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Loan Parties, addressed to the Administrative Agent and each Lender, in form and substance reasonably satisfactory to the Administrative Agent, which shall include, among other things, opinions as to the enforceability of this Amendment No. 1 and the enforceability of the Credit Agreement as amended by this Amendment No. 1 and (ii) a favorable opinion of Foley & Lardner LLP, local counsel to the U.S. Borrower addressed to the Administrative Agent and each Lender, in form and substance reasonably satisfactory to the Administrative Agent.

(g) Authorizations. All governmental authorizations and all third party consents and approvals necessary in connection with the Amendment No. 1 and the transactions contemplated hereby shall have been obtained (without the imposition of any conditions that are not acceptable to the Lenders) and shall remain in effect; and no Law shall be applicable in the judgment of the Lenders, in each case that restrains, prevents or imposes materially adverse conditions upon the Amendment No. 1 and the transactions contemplated hereby or the rights of the Loan Parties or their Subsidiaries freely to transfer or otherwise dispose of, or to create any Lien on, any properties now owned or hereafter acquired by any of them.

(h) Legal Details, Etc. All documents executed or submitted pursuant hereto shall be reasonably satisfactory in form and substance to the Administrative Agent.

(i) Conditions to Credit Extensions. All conditions precedent set forth in Section 4.02 of the Credit Agreement shall have been satisfied.

SECTION 3. Effect on Credit Agreement. (a) On and after the effectiveness of this Amendment No. 1, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment No. 1. The execution, delivery and effectiveness of this Amendment No. 1 shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

(b) Each party hereto hereby acknowledges and consents to the amendment to the Credit Agreement and the terms and provisions thereof on the terms set forth in this Amendment No. 1. Each party hereto hereby reaffirms the covenants and agreements contained in each Loan Document and confirms that each Loan Document, as specifically amended by Amendment No. 1 in the case of the Credit Agreement, is and shall continue to be in full force and effect and the same are hereby ratified and confirmed in all respects, except that upon the effectiveness of this Agreement, all references contained therein to the "Credit Agreement" shall mean the Credit Agreement as amended by Amendment No. 1.

SECTION 4. Representations and Warranties. The U.S. Borrower represents and warrants as follows:

(a) The execution, delivery and performance by each Loan Party of this Amendment No. 1 and any other documents, instruments and agreements in connection herewith, and the consummation of the transactions contemplated hereby and thereby, are within such Loan Party's corporate or other organizational powers, have been duly authorized by all necessary corporate or other organizational action, and do not and will not (i) contravene the terms of any of such Person's Organization Documents; (ii) conflict with or result in any breach or contravention of, or require any payment (other than the payment required to be made pursuant to this Amendment No. 1) to be made under (A) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; (iii) violate any Law; or (iv) result in the creation of any Lien other than a Lien expressly permitted under Section 7.01 of the Credit Agreement.

(b) No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Amendment No. 1 or any other Loan Document, or for the consummation of the transactions contemplated hereby.

(c) This Amendment No. 1 and the Consent have been duly executed and delivered by each Loan Party that is party hereto. This Amendment No. 1 constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms.

SECTION 5. Payment of Fees. The U.S. Borrower agrees to pay on demand all reasonable fees, costs and expenses (including, without limitation, as separately agreed to in writing) of the Administrative Agent in connection with the preparation, execution, delivery and administration, modification and amendment of this Amendment No. 1 and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable fees and expenses of counsel for the Administrative Agent) in accordance with the terms of Section 10.04 of the Credit Agreement. The U.S. Borrower acknowledges that to the extent Term Loans made under this Incremental Facility result in such Term Loans having short Interest Periods the U.S. Borrower pursuant to Section 2.16(e) of the Credit Agreement, agrees to pay to the Administrative Agent for the account of each Incremental Term Lender any amounts required to compensate such Incremental Term Lender for any losses, costs or expenses that it may reasonably incur as a result of making the advances under the Incremental Facility during such Interest Period.

SECTION 6. Execution in Counterparts. This Amendment No. 1 may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment No. 1 by telecopier or electronic pdf shall be effective as delivery of a manually executed counterpart of this Amendment No. 1.

SECTION 7. Governing Law; Jurisdiction. (a) This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of New York.

(b) THE BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT NO. 1, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AMENDMENT NO. 1, THE CREDIT AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AMENDMENT NO. 1 OR ANY OTHER LOAN DOCUMENT AGAINST A BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 1 to be executed and delivered by their duly authorized officer as of the date first above written.

RAYOVAC CORPORATION, as the U.S. Borrower

By /s/ Randall J. Steward

Title: Executive Vice President & CFO

BANK OF AMERICA, N.A.,
as Administrative Agent

By /s/ Liliana Claar

Title: Vice President

BANK OF AMERICA, N.A.,
as a Lender, L/C Issuer and Swing Line Lender

By /s/ Suzanne Chomiczewski

Title: Vice President

SCHEDULE 2.01

COMMITMENTS AND APPLICABLE PERCENTAGES

ON FILE WITH THE ADMINISTRATIVE AGENT

CONSENT

CONSENT dated as of April 29, 2005 (this "***Consent***"), to the foregoing Amendment No. 1 dated as of the date (the "***Amendment***") hereof to the Fourth Amended and Restated Credit Agreement dated as of February 7, 2005, as amended, supplemented or otherwise modified to the date hereof (the "***Credit Agreement***"), among Rayovac Corporation, a Wisconsin corporation (the "***U.S. Borrower***"), Varta Consumer Batteries GmbH & Co. KGaA, a German partnership limited by shares (the "***Euro Borrower***"), Rayovac Europe Limited, a limited liability company (the "***UK Borrower*** and, with the Euro Borrower, each a "***Subsidiary Borrower***" and collectively, the "***Subsidiary Borrowers***" and the Subsidiary Borrowers, with the U.S. Borrower, each a "***Borrower***" and collectively, the "***Borrowers***"), each lender from time to time party hereto (collectively, the "*Lenders*" and individually, a "***Lender***"), Citicorp North America, Inc., as Syndication Agent, Merrill Lynch Capital Corporation, as Co-Documentation Agent and Managing Agent, LaSalle Bank National Association, as Co-Documentation Agent and Bank of America, N.A., as Administrative Agent (the "***Administrative Agent***"), Swing Line Lender (the "***Swing Line Lender***") and L/C Issuer (the "***L/C Issuer***") . Capitalized terms used in this Consent without definition shall have the respective meanings provided in the Credit Agreement.

Each of the undersigned, as a Guarantor under one or more of the Guaranties in favor of the Secured Parties, hereby consents to the foregoing Amendment and hereby confirms and agrees that notwithstanding the effectiveness of such Amendment, the Guaranties are, and shall continue to be, in full force and effect and each is hereby ratified and confirmed in all respects, except that, on and after the effectiveness of such Amendment, each reference in each Guaranty to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Credit Agreement, as amended by such Amendment.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed and delivered by their duly authorized officers as of the date first above written.

ROV HOLDING, INC.

By /s/ James T. Lucke

Title: Secretary & Treasurer

ROVCAL, INC.

By /s/ James T. Lucke

Title: Vice President & Secretary

UNITED INDUSTRIES CORPORATION
NU-GRO AMERICA CORP.
NU-GRO US HOLDCO CORP.
NU-GRO TECHNOLOGIES, INC.
IB NITROGEN INC.
SCHULTZ COMPANY
GROUND ZERO INC.
SYLORR PLANT CORP.
WPC BRANDS, INC.
UNITED PET GROUP, INC.
AQ HOLDINGS, INC.
PERFECTO HOLDING CORP.
AQUARIUM SYSTEMS, INC.
PERFECTO MANUFACTURING, INC.
JUNGLETALK INTERNATIONAL, INC.
PETS 'N PEOPLE, INC.
SOUTHERN CALIFORNIA FOAM, INC.
AQUARIA, INC.
DB ONLINE, LLC
by: United Pet Group, Inc., its Managing Member

By /s/ Lou Laderman

Title: Secretary

EXHIBIT 99.1

Rayovac Corporation Finalizes Tetra Acquisition; Strengthens Leading Position in Global Specialty Pet Supplies

ATLANTA—(BUSINESS WIRE)—April 29, 2005—Rayovac Corporation, a global consumer products company with a diverse portfolio of world-class brands, announced today the completion of its previously announced acquisition of Tetra Holding GmbH. from Triton, the European private equity firm. Tetra Holding is a privately-held supplier of fish and aquatics supplies headquartered in Melle, Germany. Tetra is the leading global brand in foods, equipment and care products for fish and reptiles, along with accessories for home aquariums and ponds.

“The acquisition of Tetra accelerates our strategy to become the leading global manufacturer and marketer of specialty pet supplies,” stated David A. Jones, chairman and chief executive officer of Rayovac. “Tetra is the premier brand name in this industry. In combination with our own United Pet Group, we have significantly strengthened Rayovac’s market position in the pet category, and reinforced our status as a world-class provider of a wide range of consumer product categories to leading retailers around the world.”

“We’re excited to bring together two of the leading manufacturers of pet supplies to form a truly global presence in this highly fragmented market,” said John Heil, president of Rayovac’s United Pet Group. “The combined entity will be in a much better strategic position, with a strong portfolio of brand names, global manufacturing, distribution and marketing capabilities and a terrific platform for future growth.”

Rayovac currently expects the acquisition to be slightly accretive before synergies in the first year. More specific integration plans will be provided on Rayovac’s quarterly earnings call scheduled for May 4, 2005.

About Rayovac Corporation

Rayovac will change its corporate name to Spectrum Brands, Inc., effective May 2. Beginning on that date, the stock will trade on the New York Stock Exchange under the symbol SPC. Rayovac believes the new name better reflects its growth strategy of expanding its portfolio of world-class consumer product brands in a broad array of growth categories.

Rayovac is a global consumer products company and a leading supplier of batteries, lawn and garden care products, specialty pet supplies, shaving and grooming products, household insecticides, personal care products and portable lighting. Rayovac’s products are sold by the world’s top 20 retailers and are available in over one million stores in 120 countries around the world. Headquartered in Atlanta, Georgia, Rayovac generates approximately $2.7 billion in annual revenues and has approximately 10,000 employees worldwide. The company’s stock currently trades on the New York Stock Exchange under the symbol ROV.

Forward Looking Statements

Certain matters discussed in this news release, with the exception of historical matters, may be forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to a number of risks, uncertainties and other factors that could cause results to differ materially from those anticipated as of the date of this release. Actual results may differ materially from these statements as a result of (1) our ability to achieve anticipated synergies and efficiencies as a result of the Tetra acquisition, (2) changes in external competitive market factors, such as introduction of new product features or technological developments, development of new competitors or competitive brands or competitive promotional activity or spending, (3) changes in consumer demand for the various types of products Rayovac offers, (4) changes in the general economic conditions where Rayovac does business, such as stock market prices, interest rates, currency exchange rates, inflation and raw material costs, (5) our ability to successfully implement manufacturing, distribution and other cost efficiencies and (6) various other factors, including those discussed herein and those set forth in Rayovac's securities filings, including its most recently filed Form 10Q and Annual Report on Form 10-K.

CONTACT: Rayovac
Nancy O'Donnell, 770-829-6208
or
For Rayovac
Ketchum
David Doolittle, 404-879-9266
david.doolittle@ketchum.com

SOURCE: Rayovac Corporation