UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of report (Date of earliest event reported): October 4, 2011

Fortune Brands Home & Security, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**1-35166**	**62-1411546**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

520 Lake Cook Road
Deerfield, IL 60015
(Address of Principal Executive Offices) (Zip Code)

847-484-4400
(Registrant's telephone number, including area code)

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))

INFORMATION TO BE INCLUDED IN THE REPORT

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On October 4, 2011, Fortune Brands Home & Security, Inc. (the "Company") made an initial borrowing of $510,000,000 under its $1,000,000,000 credit agreement, dated as of August 22, 2011 (the "Credit Agreement"), among the Company, the lenders party thereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as administrative agent. Of the $510,000,000, the Company borrowed $350,000,000 under the five-year term loan (the "Term Loan"), and $160,000,000 under the $650,000,000 revolving credit facility (the "Revolver").

The proceeds of the Term Loan and $150,000,000 of the proceeds of the Revolver will be used to refinance the short-term loan made pursuant to the $500,000,000 short-term credit agreement dated August 31, 2011 among the Company, Bank of America, N.A. and JPMCB, as lenders. The remainder of the proceeds of the Revolver will be used for general corporate purposes.

Interest on the Term Loan and the Revolver will accrue at the Adjusted LIBO Rate (as defined in the Credit Agreement) for the interest period plus a margin of between 1.0% and 2.0%, depending on the Company's leverage ratio as of its most recently ended fiscal quarter. The maturity date for the Revolver is the earlier of the fifth anniversary of the funding date and December 15, 2016. The maturity date of the Term Loan is the fifth anniversary of the funding date. The Term Loan must be repaid in installments on each anniversary of the funding date. The amount of the required amortization is five percent (5%) of the initial principal amount of the Term Loan on the first anniversary of the funding date, ten percent (10%) of the initial principal amount of the Term Loan on each of the second, third, and fourth anniversaries of the funding date and the remaining principal amount of the Term Loan on the final maturity date of the Term Loan.

The Credit Agreement contains, among other things, conditions precedent, covenants, representations and warranties and events of default customary for facilities of this type. Such covenants include certain limitations on secured debt, sale-leaseback transactions, subsidiary debt and guarantees, fundamental changes and transactions with affiliates. The Credit Agreement also includes a minimum Consolidated Interest Coverage Ratio requirement of 3.0 to 1.0. The Consolidated Interest Coverage Ratio is defined as the ratio of adjusted EBITDA to Consolidated Interest Expense. Adjusted EBITDA is defined as consolidated net income before interest expense, income taxes, and depreciation and amortization of intangible assets, losses from asset impairments and certain other adjustments. Consolidated Interest Expense is as disclosed in the Company's financial statements. The Credit Agreement also includes a Maximum Leverage Ratio of 3.5 to 1.0 as measured by the ratio of the Company's debt to adjusted EBITDA. The Maximum Leverage Ratio is permitted to increase to 3.75 to 1.0 for three succeeding quarters in the event of an acquisition.

Under certain conditions the lending commitments under the Credit Agreement may be terminated by the lenders and amounts outstanding under the Credit Agreement may be accelerated. Such events of default include failure to pay any principal, interest or other amounts when due, failure to comply with its covenants, breach of representations or warranties in any material respect, non-payment or acceleration of other material debt of the Company and its subsidiaries, bankruptcy, material judgments rendered against the Company or certain of its subsidiaries, certain ERISA events or a change of control of the Company, subject to various exceptions and notice, cure and grace periods.

The above summary of the Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Credit Agreement, which has been filed as Exhibit 10.6 to Amendment No. 6 to the Company's Registration Statement on Form 10, filed with the Securities and Exchange Commission on August 31, 2011 and is incorporated herein by reference.

Item 2.05. Costs Associated with Exit or Disposal Activities.

The Company regularly reviews opportunities to align its cost structures to support profitable long-term growth. To enhance its position in the current challenging economic environment, the Company initiated certain restructuring actions during the third and fourth quarters of 2011 in its Kitchen & Bath Cabinetry segment.

As a result of the restructuring initiatives, the Company expects to record pre-tax restructuring and restructuring-related charges of approximately $14 million (approximately $9 million on an after-tax basis) primarily as a result of the planned closure of its Las Vegas, Nevada cabinet manufacturing facility. Pre-tax charges include approximately $4 million of cash costs to close the Las Vegas facility and to consolidate manufacturing in its Ferdinand, Indiana facility. Pre-tax charges also include approximately $10 million of non-cash charges primarily consisting of accelerated depreciation and amortization of long-lived assets associated with the closed facility.

The restructuring actions are being undertaken to further enhance the efficiency and flexibility of the Company's supply chains. The restructuring activities commenced in the third quarter of 2011 and are expected to be substantially completed in the first half of 2012.

The foregoing disclosure contains forward-looking statements, as defined in the Private Securities Litigation Reform Act of 1995. Readers are cautioned that these forward-looking statements involve a number of risks and uncertainties and that actual results could differ from the estimates contained herein. These forward-looking statements are based upon the Company's plans, assumptions, beliefs and expectations as of the date of this Report, and the Company does not assume any obligation to update, amend or clarify them to reflect events, new information or circumstances occurring after the date of this Report, except to the extent required by securities laws.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

(e) *Severance and Change in Control Agreements.* Effective as of October 4, 2011, the Company entered into Severance and Change in Control Agreements with the following named executive officers of the Company: Christopher J. Klein, Chief Executive Officer of the Company; E. Lee Wyatt Jr., Senior Vice President and Chief Financial Officer of the Company; John N. Heppner, President and Chief Executive Officer, Fortune Brands Storage & Security LLC; David B. Lingafelter, President of Moen Incorporated; and Gregory J. Stoner, President of MasterBrand Cabinets, Inc.

The severance benefits under the Severance and Change in Control Agreements consist of:

- a multiple of the executive's base salary, target annual incentive bonus, and any profit-sharing allocation and 401(k) matching contribution for the year prior to the year in which the termination takes place;
- an additional period (24 months for Mr. Klein or 18 months for Messrs. Wyatt, Heppner, Stoner and Lingafelter, if not within 24 months following a change in control, or three years for Mr. Klein or two years for Messrs. Wyatt, Heppner, Stoner and Lingafelter, if within 24 months following a change in control) of coverage under life, health, accident and medical plans; and
- an amount equal to the award the executive would have received under the Fortune Brands Home & Security, Inc. Annual Executive Incentive Compensation Plan based upon actual Company performance for the calendar year in which the termination date occurs, prorated for the portion of the calendar year during which the executive was employed by the Company.

If Mr. Klein experiences a qualifying termination of employment other than within 24 months following a change in control, his multiple for severance benefits will be two (2). If Mr. Klein experiences a qualifying termination of employment within 24 months following a change in control, his multiple for severance benefits will be three (3). The multiples for Messrs. Wyatt, Heppner, Stoner and Lingafelter will be one and one-half (1.5) for qualifying terminations occurring other than within 24 months following a change in control and two (2) for qualifying terminations occurring within 24 months following a change in control.

These agreements require the executive to sign a release of legal claims against the Company to receive any severance payments. The agreements provide that severance benefits may be reduced to the extent necessary to avoid the imposition of an excise tax under Internal Revenue Code Section 280G (but only if the reduced amount would be greater than the net after-tax amount of severance benefits, taking into account payment of the excise tax by the executive). The agreements also contain various restrictive covenants, including a 12-month non-competition restriction for terminations that do not occur within 24 months following a change in control, a 12-month non-solicitation provision and a provision prohibiting the executive and the Company from making disparaging statements about the other either during or after the executive's employment.

Equity Incentive Awards. On October 4, 2011, the Company granted equity incentive awards to certain executive officers and select key employees of the Company under the Fortune Brands Home & Security, Inc. 2011 Long-Term Incentive Plan (the "Plan"), including the following awards to the following named executive officers of the Company:

Name	Options	Restricted Stock Units
Christopher J. Klein	785,700	271,600
E. Lee Wyatt Jr.	238,100	82,300
John N. Heppner	202,400	70,000
David B. Lingafelter	202,400	70,000
Gregory J. Stoner	202,400	70,000

The awards were granted pursuant to the Plan, the Founders Grant Restricted Stock Unit Agreement, a form of which is filed as Exhibit 10.1 to this Current Report and incorporated herein by reference (the "RSU Agreement"), and the Founders Grant Stock Option Agreement, a form of which is filed as Exhibit 10.2 to this Current Report and incorporated herein by reference (the "Option Agreement").

Each restricted stock unit ("RSU") will vest over a four-year period (with the vesting dates occurring on October 4, 2013, 2014 and 2015) so long as the executive remains continuously employed by the Company or a subsidiary thereof (unless the executive's employment terminates due to death or disability). However, if the executive is a "covered employee" for purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended, the RSUs will not become vested unless and until the date on which the Compensation Committee of the Company's Board of Directors certifies that the Company has attained $300 million of gross margin before charges and gains (as defined in the RSU Agreement) in 2012. In addition, each RSU will vest if, on or after a "Change in Control" (as defined in the Plan), the executive's employment is terminated by the Company other than for "Cause" or by the executive for "Good Reason" (as such terms are defined in the RSU Agreement). If the

executive's principal employer is a subsidiary of the Company that ceases to be a subsidiary of the Company, such executive's outstanding RSUs will vest as of the effective date of such divestiture.

The exercise price for the options to purchase shares of common stock of the Company ("Options") is $12.30, which was the closing price per share of the Company's common stock on the New York Stock Exchange on October 4, 2011. Each Option will vest over a four-year period (with the vesting dates occurring on October 4, 2013, 2014 and 2015). However, if the executive's employment with the Company or a subsidiary thereof terminates other than in the event of such executive's death, disability or retirement, all of such executive's unvested Options will terminate and all of such executive's vested Options will cease to be exercisable upon the earlier of October 4, 2021 and three months after the date of termination of employment. If the executive is terminated for "Cause" (as defined in the Option Agreement), all of the executive's Options, whether vested or unvested, will terminate immediately. If, on or after a "Change in Control" (as defined in the Plan), the executive's employment is terminated by the Company other than for "Cause" or by the executive for "Good Reason" (as such terms are defined in the Option Agreement), unvested Options will become immediately exercisable in full and all Options will remain exercisable until their respective expiration dates. If the executive's principal employer is a subsidiary of the Company that ceases to be a subsidiary of the Company, such executive's unvested Options will become exercisable in full as of the effective date of such divestiture and will remain exercisable until their respective expiration dates.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

Exhibit No.	Description
10.1	Form of Founders Grant Restricted Stock Unit Agreement
10.2	Form of Founders Grant Stock Option Award Notice and Agreement

SIGNATURE

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.

FORTUNE BRANDS HOME & SECURITY, INC.
(Registrant)

By /s/ Lauren S. Tashma
Name: Lauren S. Tashma
Title: Senior Vice President, General Counsel and Secretary

Date: October 11, 2011

EXHIBIT INDEX

Exhibit No.	Description
10.1	Form of Founders Grant Restricted Stock Unit Agreement
10.2	Form of Founders Grant Stock Option Award Notice and Agreement

FORTUNE BRANDS HOME & SECURITY, INC.
2011 LONG-TERM INCENTIVE PLAN

Form of
Founders Grant Restricted Stock Unit Agreement

This RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is entered into effective as of October 4, 2011 (the "Award Date"), by and between Fortune Brands Home & Security, Inc., a Delaware corporation (the "Company"), and [ ] (the "Holder"). All terms capitalized but not defined have the meanings set forth in the Fortune Brands Home & Security, Inc. 2011 Long-Term Incentive Plan (the "Plan").

1. Agreement. Subject to the terms of this Agreement, the Company hereby awards the Holder the number of Restricted Stock Units (the "RSUs") set forth in Appendix A (the "Award"), effective as of the Award Date. This Award will be null and void unless the Holder accepts this Agreement at the time and in the manner prescribed by the Company.

2. Restriction Period and Vesting.

(a) The RSUs will vest (i) on the second anniversary of the Award Date with respect to one-third of the number of RSUs subject to the Award on the Award Date, (ii) on the third anniversary of the Award Date with respect to an additional one-third of the number of RSUs subject to the Award on the Award Date and (iii) on the fourth anniversary of the Award Date with respect to the remaining one-third of the number of RSUs subject to the Award on the Award Date, provided the Holder remains employed with the Company through such date and, if applicable, subject to the provisions of paragraph (c) below. The period of time prior to the time at which the Award is fully vested is referred to as the "Restriction Period."

(b) In the event of the Holder's death, the RSUs will become fully vested on the date of such death.

(c) Notwithstanding paragraphs (a) and (b) above, if the Holder is a "covered employee" for purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended (the "Code"), the RSUs will not become vested unless and until the date on which the Compensation Committee of the Company's Board of Directors certifies attainment of the Performance Goals set forth in Appendix B. Notwithstanding any other provision of this Agreement, no RSUs subject to a performance goal shall be paid hereunder unless and until the Committee certifies the attainment of performance goals.

(d) In the event of the Holder's Disability, the Holder will be treated as continuing employment with the Company for purposes of determining the vesting of the RSUs and RSUs will continue to vest in accordance with the vesting schedule described in Section 2(a), provided the Holder has been continuously employed with the Company for at least six (6) months following the Award Date. For purposes of this Award, "Disability means the Holder's inability to engage in any substantial gainful activity by

reason of any medically determinable physical or mental impairment which can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, within the meaning of Section 22(e)(3) of the Code.

3. Termination for other than death or Disability. If the Holder terminates employment with the Company for any reason other than death or Disability prior to the applicable vesting date, all unvested RSUs will be immediately forfeited by the Holder and cancelled by the Company.

4. Delivery of Common Stock. During the Restriction Period, the Company will hold the unvested RSUs subject to the Award in book-entry form and the RSUs will represent only an unfunded and unsecured obligation of the Company. Except as otherwise provided in Section 5(b), on each applicable vesting date, the Company will deliver or cause to be delivered one share of Common Stock for each RSU that vests on such date to the Holder (or, in the event of the Holder's death or Disability, the Holder's appointed and qualified executor or other personal representative). No fractional shares will be delivered.

5. Change in Control and Divestitures. Upon a Change in Control, the Award will be subject to Section 5.8 of the Plan.

(a) Termination without Cause or for Good Reason Following Change in Control. In the event that the Holder's employment is terminated on or after a Change in Control but prior to the end of the Restriction Period (i) by the Company other than for Cause or (ii) by the Holder for Good Reason, the RSUs will become fully vested and nonforfeitable as of the date of the Holder's termination of employment. For purposes of this Award:

(i) "Good Reason" means (A) a material change in the Holder's reporting responsibilities, titles or offices as in effect immediately prior to such Change in Control, (B) a material reduction in the Holder's base salary as in effect immediately prior to such Change in Control, (C) a material reduction in the value of the benefits provided to the Holder (other than those plans or improvements that have expired in accordance with their original terms) immediately prior to such Change in Control; provided that Good Reason will not exist if such benefits are similarly reduced or eliminated with respect to similarly situated employees of the Company, (D) the target bonus awarded by the Compensation Committee to the Holder under the Annual Executive Incentive Compensation Plan of the Company ("Incentive Plan") subsequent to such Change in Control is materially less than such amount last awarded to the Holder prior to such Change in Control, (E) the sum of the Holder's base salary and amount paid to him or her as incentive compensation under the Incentive Plan for the calendar year in which such Change in Control occurs or any subsequent year is materially less than the sum of the Holder's base salary and the amount awarded (whether or not fully paid) to him or her as incentive compensation under the Incentive Plan for the calendar year prior to such Change in Control or any subsequent calendar year in which the sum of such amounts was materially greater, (F) the relocation of the offices at which Holder is employed immediately prior to such Change in Control to a location more than 35 miles away or the

Company requiring the Holder to be based anywhere other than at a Company office within 35 miles of the offices at which the Holder is employed immediately prior to such Change in Control (except for required travel on Company business to an extent substantially consistent with the Holder's position) or (G) to the extent that the Holder is a party to an Agreement for the Payment of Benefits Following Termination of Employment then in effect, the existence of any other condition which constitutes "Good Reason" under such agreement. Notwithstanding anything to the contrary in this Section 5(a), Good Reason will not exist unless the Holder provides written notice to the Company of the existence of Good Reason no later than 90 days after its initial existence and the Company fails to remedy in all material respects the Good Reason condition within 30 days following its receipt of such written notice and the Holder terminates employment no later than two (2) years following the initial existence of the Good Reason condition identified in such written notice.

(ii) "Cause" has the same meaning as set forth in any employment or other written agreement between the Holder and the Company, provided that if the Holder is not a party to any employment or other written agreement that contains such definition, then "Cause" means (A) the Holder's willful and continuous failure to substantially perform his or her material duties (other than a failure due to a Disability); (B) the commission of any activities constituting a violation or breach under any federal, state or local law or regulation applicable to the activities of the Company, as determined in the reasonable judgment of the Company; (C) fraud, breach of fiduciary duty, dishonesty, misappropriation or other actions that cause significant damage to the property or business of the Company; (D) repeated absences from work such that the Holder is unable to perform his or her employment or other duties in all material respects, other than due to Disability; (E) admission or conviction of, or plea of nolo contendere, to any felony that, in the reasonable judgment of the Company, adversely affects the Company's reputation or the Holder's ability to carry out the obligations of his or her employment or services; (F) loss of any license or registration that is necessary for the Holder to perform his or her duties for the Company; (G) failure to cooperate with the Company in any internal investigation or administrative, regulatory or judicial proceeding, as determined in the reasonable judgment of the Company; or (H) any act or omission in violation or disregard of the Company's policies, including but not limited to the Company's harassment and discrimination policies and Standards of Conduct then in effect, in such a manner as to cause significant loss, damage or injury to the Company's property, reputation or employees; provided, however, that no act or failure to act on the Holder's part will be considered "willful" unless it is done, or omitted to be done, by the Holder in bad faith or without reasonable belief that the Holder's action or omission was in the best interests of the Company. Any act or failure to act (x) based upon authority given pursuant to a resolution duly adopted by the Board of Directors, (y) implementing in good faith the advice of counsel for the Company or (z) that meets the applicable standard of conduct prescribed for indemnification or reimbursement or payment of expenses under the Amended and Restated Bylaws of the Company or the laws of the state of its incorporation

or the directors' and officers' liability insurance of the Company, in each case as in effect at the time Cause would otherwise arise, will be conclusively presumed to be done, or omitted to be done, in good faith and in the best interests of the Company.

(b) Divestiture. In the event that the Holder's principal employer is a subsidiary of the Company that ceases to be a subsidiary of Company (a "Divestiture"), any outstanding RSUs shall vest and become nonforfeitable as of the date of the Divestiture; provided, however, that if the applicable divestiture is not a "change in control event," within the meaning of Treasury regulations issued under Section 409A of the Code, the Company will not deliver any shares of Common Stock with respect to the RSUs until the vesting dates on which such RSUs would have otherwise vested had the Divestiture not occurred.

6. No Stockholder Rights. The Holder will not have any rights of a stockholder (including voting rights) or any other right, title or interest, with respect to any of the shares of Common Stock subject to the Award unless and until such shares of Common Stock have been recorded on the Company's official stockholder records as having been issued or transferred to the Holder.

7. Compliance with Applicable Law. The Award is subject to the condition that if the listing, registration or qualification of the shares subject to the Award upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the vesting of the RSUs or the delivery or issuance of shares, the shares of Common Stock subject to the Award may not be delivered, in whole or in part, unless such listing, registration, qualification, consent, approval or other action has been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to effect or obtain any such listing, registration, qualification, consent, approval or other action.

8. Nontransferability. The Award may not be transferred by the Holder other than (a) to a trust for estate planning purposes, (b) pursuant to an agreement in a marital separation or divorce proceeding, or (c) by will or by the laws of descent and distribution. Except to the extent permitted by the foregoing sentence, the Award may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Award, the Award and all related rights will immediately become null and void.

9. Dividend Equivalents. The Holder will be entitled to receive dividend equivalents with respect to the Award. Such dividend equivalents will be equal to the cash dividends that would have been paid on the shares of Common Stock subject to the Award had such shares been issued and outstanding on any cash dividend record date occurring during the Restriction Period. Dividend equivalents will be subject to the same vesting conditions as the RSUs and will be paid to the Holder in cash at the same time as the shares of Common Stock subject to the Award are delivered.

10. Withholding. As a condition to the delivery of shares of Common Stock upon vesting of any portion of the Award, the Holder must, upon request by the Company, pay to the Company such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to the Award. If the Holder fails to advance the Required Tax Payments after request by the Company, the Company may, in its discretion, deduct any Required Tax Payments from any amount payable by the Company to the Holder. The Holder may elect to satisfy his or her obligation to advance the Required Tax Payments by any of the following means: (1) a cash payment to the Company, (2) delivery to the Company (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Stock having an aggregate Fair Market Value, determined as of date on which such withholding obligation arises (the "Tax Date"), equal to the Required Tax Payments, (3) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered to the Holder having an aggregate Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments or (4) any combination of (1), (2) and (3). For this purpose, "Fair Market Value" as of any date means the value determined by reference to the average of the high and low prices reported on the New York Stock Exchange for shares of Common Stock on the date for which the determination is being made. Shares of Common Stock to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments. Any fraction of a share of Common Stock which would be required to satisfy any such obligation will be disregarded and the remaining amount due must be paid in cash by the Holder. No share of Common Stock will be issued or delivered until the Required Tax Payments have been satisfied in full.

11. No Rights to Continued Employment. In no event will the granting of the Award or its acceptance by the Holder, or any provision of this Agreement or the Plan, give or be deemed to give the Holder any right to continued employment by the Company or affect in any manner the right of the Company to terminate the employment of any person at any time for any reason.

12. Decisions of Board or Committee. The Board or the Committee has the right to resolve all questions which may arise in connection with the Award. Any interpretation, determination or other action made or taken by the Board or the Committee regarding the Plan or this Agreement is final, binding and conclusive.

13. Successors. This Agreement is binding upon and will inure to the benefit of any successor or successors of the Company and any person or persons who, upon the death of the Holder, acquire any rights in accordance with this Agreement or the Plan.

14. Notices. All notices, requests or other communications provided for in this Agreement will be made, if to the Company, to Fortune Brands Home & Security, Inc., Attn. Secretary of the Compensation Committee, 520 Lake Cook Road, Deerfield, Illinois 60015, and if to the Holder, to the last known mailing address of the Holder contained in the records of the Company. All notices, requests or other communications provided for in this Agreement will be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or

upon receipt by the intended party if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it will be deemed to be received on the next succeeding business day of the Company.

15. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement will not affect any other provisions of this Agreement and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. Governing Law. This Agreement, the Award and all determinations made and actions taken with respect to this Agreement or Award, to the extent not governed by the Code or the laws of the United States, will be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of laws.

17. Agreement Subject to the Plan. This Agreement is subject to, and will be interpreted in accordance with, the provisions of the Plan. The Holder hereby acknowledges receipt of a copy of the Plan, and by accepting the Award in the manner specified by the Company, he or she agrees to be bound by the terms and conditions of this Agreement, the Award and the Plan.

19. Section 409A. This Agreement and the Award are intended to comply with the requirements of Section 409A of the Code and will be interpreted and construed consistently with such intent. In the event the terms of this Agreement would subject the Holder to taxes or penalties under Section 409A of the Code ("409A Penalties"), the Holder and the Company will cooperate diligently to amend the terms of this Agreement to avoid such 409A Penalties, to the extent possible; provided that in no event will the Company be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. To the extent any amounts under this Agreement are payable by reference to the Holder's "termination of employment," such term will be deemed to refer to the Holder's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Agreement, if the Holder is a "specified employee," as defined in Section 409A of the Code, as of the date of the Holder's separation from service, then to the extent any amount payable to the Holder (i) is payable upon the Holder's separation from service and (ii) under the terms of this Agreement would be payable prior to the six-month anniversary of the Holder's separation from service, such payment will be delayed until the earlier to occur of (a) the six-month anniversary of the Holder's separation from service and (b) the date of the Holder's death.

20. Counterparts. This Agreement may be executed in one or more counterparts, all of which together will constitute but one Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

FORTUNE BRANDS HOME & SECURITY, INC.

By: _____

Its: _____

_____

[HOLDER]

APPENDIX A

AWARD OF RESTRICTED STOCK UNITS

Holder is awarded Restricted Stock Units.

APPENDIX B

PERFORMANCE GOALS

The Compensation Committee of Fortune Brands Home & Security, Inc. must certify accomplishment of the following 2012 goal: $300 million of gross margin before charges and gains. Gross margin before charges and gains is equal to net sales minus cost of products sold and excludes charges/gains as determined in a manner consistent with past practice. Typical charges/gains include but are not limited to the impact of restructuring actions, asset impairments, changes in accounting principles, acquisitions, and divestitures.

Exhibit 10.2

FORTUNE BRANDS HOME & SECURITY, INC.
2011 LONG-TERM INCENTIVE PLAN

Form of
Option Award Notice – Founders Grant

You have been awarded an option to purchase shares of Common Stock of Fortune Brands Home & Security, Inc. (the "Company"), pursuant to the terms and conditions of the Fortune Brands Home & Security, Inc. 2011 Long-Term Incentive Plan (the "Plan") and the Stock Option Agreement (together with this Award Notice, the "Agreement"). Copies of the Plan and the Stock Option Agreement are attached. Capitalized terms not defined in this Award Notice have the meanings specified in the Plan or the Agreement.

Option:	You have been awarded a Nonqualified Stock Option to purchase from the Company **[XX]** shares of its Common Stock, par value 1¢ per share, subject to adjustment as provided in Section 3.4 of the Agreement.
Option Date:	October 4, 2011
Exercise Price:	$**[ ]** per share, subject to adjustment as provided in Section 3.4 of the Agreement.
Vesting Schedule:	Except as otherwise provided in the Plan, Agreement or any other agreement between the Company and Optionee, the Option will vest (i) on the second anniversary of the Option Date with respect to one-third of the number of shares subject to the Option on the Option Date, (ii) on the third anniversary of the Option Date with respect to an additional one-third of the number of shares subject to the Option on the Option Date and (iii) on the fourth anniversary of the Option Date with respect to the remaining one-third of the number of shares subject to the Option on the Option Date, provided you remain continuously employed by the Company through such date.
Expiration Date:	Except to the extent earlier terminated pursuant to Section 2.2 of the Agreement or earlier exercised pursuant to Section 2.3 of the Agreement, the Option will terminate at 3:00 p.m., Eastern time, on the tenth anniversary of the Option Date.

FORTUNE BRANDS HOME & SECURITY, INC.
2011 LONG-TERM INCENTIVE PLAN

Form of
Founders Grant Stock Option Agreement

Fortune Brands Home & Security, Inc., a Delaware corporation (the "Company"), grants to the individual ("Optionee") named in the attached award notice (the "Award Notice") an option to purchase shares of Common Stock from the Company subject to the terms and conditions of the Fortune Brands Home & Security, Inc. 2011 Long-Term Incentive Plan (the "Plan") and the Award Notice. The date of grant (the "Option Date"), the number and class of shares of Common Stock subject to the Option and the purchase price per share (the "Exercise Price") are set forth in the Award Notice (the "Option"). Capitalized terms not defined in this Agreement have the meanings specified in the Plan.

1. Option Subject to Acceptance of Agreement. The Option will be null and void unless Optionee accepts this Agreement through the electronic, on-line grant acceptance process prescribed by the Company.

2. Time and Manner of Exercise of Option.

2.1. Maximum Term of Option. Except as specifically provided in Section 2.2(a), the Option may not be exercised, in whole or in part, after the expiration date set forth in the Award Notice (the "Expiration Date").

2.2. Vesting and Exercise of Option. The Option will vest and become exercisable in accordance with the vesting schedule set forth in the Award Notice (the "Vesting Schedule"). If Optionee's employment terminates before the Option is fully vested, the Option will vest and be exercisable as follows:

(a) Termination as a Result of Optionee's Death. If Optionee's employment with the Company terminates by reason of Optionee's death, then the Option will immediately become fully exercisable and will continue to be exercisable by Optionee's executor, administrator, legal representative, guardian or similar person until and including the earlier to occur of (i) the date which is three (3) years after the date of Optionee's death, and (ii) the Expiration Date; provided, however, that the Option will continue to be exercisable for the one (1) year period following the date of Optionee's death, even if this one-year period extends beyond the Expiration Date.

(b) Termination as a Result of Disability. If Optionee's employment with the Company terminates by reason of Optionee's Disability, then, provided Optionee has been continuously employed with the Company for at least six (6) months following the Option Date, Optionee will be treated as continuing employment with the Company for purposes of determining the vesting and exercisability of the Option, and the Option will continue to vest in accordance with the Vesting Schedule and be exercisable by Optionee or Optionee's executor, administrator, legal representative, guardian until and including the Expiration Date. For purposes of this Option, "Disability" means Optionee's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, within the meaning of Section 22(e)(3) of the Code.

(c) Termination for Retirement. If Optionee's employment with the Company terminates by reason of Optionee's Retirement, the Option, to the extent vested on the effective date of Optionee's Retirement, may be exercised by Optionee until and including the Expiration Date. The Option, to the extent not vested on the effective date of such Retirement, will not be, nor thereafter become, exercisable. For purposes of this Option, "Retirement" means Optionee's termination of employment on or after attaining age 55 and completion of at least five (5) years of service with the Company (other than for Cause).

(d) Termination Other than for Cause, Death, Disability or Retirement. If Optionee's employment with the Company terminates for any reason other than for Cause, death, Disability or Retirement, the Option, to the extent vested on the effective date of such termination of employment, may be exercised by Optionee until and including the earlier to occur of (i) the date which is three (3) months after the date of such termination of employment and (ii) the Expiration Date. The Option, to the extent not vested on the effective date of such termination of employment, will not be, nor thereafter become, exercisable.

(e) Termination by Company for Cause. If the Company terminates Optionee's employment for Cause, then the Option, whether or not vested, will terminate immediately upon such termination of employment. For purposes of this Option, "Cause" has the same meaning as set forth in any employment or other written agreement between Optionee and the Company, provided that if Optionee is not a party to any employment or other written agreement that contains such definition, then "Cause" means (i) Optionee's willful and continuous failure to substantially perform his or her material duties (other than a failure due to a Disability); (ii) the commission of any activities constituting a violation or breach under any federal, state or local law or regulation applicable to the activities of the Company, as determined in the reasonable judgment of the Company; (iii) fraud, breach of fiduciary duty, dishonesty, misappropriation or other actions that cause significant damage to the property or business of the Company; (iv) repeated absences from work such that Optionee is unable to perform his or her employment or other duties in all material respects, other than due to Disability; (v) admission or conviction of, or plea of nolo contendere, to any felony that, in the reasonable judgment of the Company, adversely affects the Company's reputation or Optionee's ability to carry out the obligations of his or her employment or services; (vi) loss of any license or registration that is necessary for Optionee to perform his or her duties for the Company; (vii) failure to cooperate with the Company in any internal investigation or administrative, regulatory or judicial proceeding, as determined in the reasonable judgment of the Company; or (viii) any act or omission in violation or disregard of the Company's policies, including but not limited to the Company's harassment and discrimination policies and Standards of Conduct then in effect, in such a manner as to cause significant loss, damage or injury to the Company's property, reputation or employees; provided, however, that no act or failure to act on Optionee's part will be considered "willful" unless it is done, or omitted to be done, by Optionee in bad faith or without reasonable belief that Optionee's action or omission was in the best interests of the Company. Any act or failure to act (A) based upon authority given pursuant to a resolution duly adopted by the Board of Directors, (B) implementing in good faith the advice of counsel for the Company or (C) that meets the applicable standard of conduct prescribed for

indemnification or reimbursement or payment of expenses under the Amended and Restated Bylaws of the Company or the laws of the state of its incorporation or the directors' and officers' liability insurance of the Company, in each case as in effect at the time Cause would otherwise arise, will be conclusively presumed to be done, or omitted to be done, in good faith and in the best interests of the Company.

2.3. Method of Exercise. Subject to this Agreement, the Option may be exercised (a) by specifying the number of whole shares of Common Stock to be purchased in the manner prescribed by the Company, accompanied by full payment (or by arranging for full payment to the Company's satisfaction) either (i) in cash, (ii) by delivery to the Company (either actual delivery or by attestation procedures established by the Company) of shares of Common Stock having an aggregate Fair Market Value, determined as of the date of exercise, equal to the aggregate purchase price payable pursuant to the Option, (iii) authorizing the Company to sell shares of Common Stock subject to the option exercise and withhold from the proceeds an amount equal to the option exercise price, or (iv) by a combination of (i), (ii) and (iii), and (b) by executing such documents as the Company may reasonably request. For this purpose, "Fair Market Value" as of any date means the value determined by reference to the closing price of a share of Common Stock as finally reported on the New York Stock Exchange for the trading day immediately preceding such date. Any fraction of a share of Common Stock which would be required to pay such purchase price will be disregarded and the remaining amount due will be paid in cash by Optionee. No Common Stock will be issued or delivered until the full purchase price and any related withholding taxes, as described in Section 3.3, have been paid.

2.4. Termination of Option. The Option will terminate on the Expiration Date except as otherwise provided in Section 2.2 or exercised pursuant to Section 2.3. Upon the termination of the Option, the Option will no longer be exercisable and will immediately become null and void.

3. Additional Terms and Conditions of Option.

3.1. Nontransferability of Option. The Option cannot be transferred by Optionee other than (a) by will or the laws of descent and distribution, or (b) pursuant to an approved domestic relations order approved in writing by the Secretary of the Committee or the Secretary's designee. Optionee must immediately notify the Company of any transfer and provide such information about the transferee as the Company may request. No transferee of an Option may make any subsequent transfer and such transferee may exercise the Option in accordance with Section 2.3(iii) only to the extent all transferees are permitted to exercise the Option in accordance with Section 2.3(iii). Except to the extent permitted by this Section 3.1, (i) the Option is exercisable only by Optionee or Optionee's legal representative, guardian or similar person during Optionee's lifetime and (ii) the Option may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to sell, transfer, assign, pledge, hypothecate, encumber or otherwise dispose of the Option, the Option will immediately become null and void.

3.2. Investment Representation. Optionee represents and covenants that (a) any shares of Common Stock purchased upon exercise of the Option will be purchased for

investment and not with a view to the distribution of such shares within the meaning of the Securities Act unless such purchase has been registered under the Securities Act and any applicable state securities laws; (b) any subsequent sale of any such shares will be made either pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or pursuant to an exemption from registration under the Securities Act and such state securities laws; and (c) if requested by the Company, Optionee will submit a written statement, in a form satisfactory to the Company, that such representation (x) is true and correct as of the purchase date of any shares or (y) is true and correct as of the date any such shares are sold, as applicable. As a further condition to any exercise of the Option, Optionee agrees to comply with all regulations and requirements of any regulatory authority having control of or supervision over the issuance or delivery of the shares and to execute any documents which the Board or the Committee in its sole discretion deems necessary or advisable.

3.3. Withholding Taxes. (a) Upon exercise of the Option, Optionee will, at the Company's request, pay to the Company in addition to the purchase price of the shares, such amount as the Company may be required, under all applicable federal, state, local or other laws or regulations, to withhold and pay over as income or other withholding taxes (the "Required Tax Payments") with respect to such exercise of the Option. If Optionee fails to do so, the Company may, in its discretion, deduct any Required Tax Payments from any amount payable by the Company to Optionee. No shares of Common Stock will be issued or delivered until the Required Tax Payments have been paid in full.

(b) Optionee may pay the Required Tax Payments to the Company by any of the following means: (1) a cash payment, (2) delivery (either actual delivery or by attestation procedures established by the Company) of previously owned whole shares of Common Stock having an aggregate Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments, (3) authorizing the Company to withhold whole shares of Common Stock which would otherwise be delivered to Optionee upon exercise of the Option having an aggregate Fair Market Value, determined as of the Tax Date, equal to the Required Tax Payments, or (4) any combination of (1), (2) and (3). Shares of Common Stock to be delivered or withheld may not have a Fair Market Value in excess of the minimum amount of the Required Tax Payments. Any fraction of a share of Common Stock which would be required to satisfy any such obligation will be disregarded and the remaining amount due will be paid in cash by Optionee. "Fair Market Value" has the same meaning as set forth in Section 2.3.

3.4. Adjustment. In the event of any stock split, stock dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off or other similar change in capitalization or event, or any distribution to holders of Common Stock other than a regular cash dividend, the number and class of securities subject to the Option and the Exercise Price will be equitably adjusted by the Committee, such adjustment to be made in accordance with Section 409A of the Code. The decision of the Committee regarding any such adjustment is final, binding and conclusive.

3.5. Change in Control. In the event of a Change in Control, the Option will become subject to Section 5.8 of the Plan. In the event that Optionee's employment is terminated on or after a Change in Control but before the Option is fully vested (a) by the Company other than for Cause or (b) by Optionee for Good Reason, the Option will become

fully vested as of the date of Optionee's termination of employment and will remain exercisable until and including the Expiration Date, subject to Section 5.8 of the Plan. For this purpose, "Good Reason" means (i) a material change in Optionee's reporting responsibilities, titles or offices as in effect immediately prior to such Change in Control, (ii) a material reduction in Optionee's base salary as in effect immediately prior to such Change in Control, (iii) a material reduction in the value of the benefits provided to Optionee (other than those plans or improvements that have expired in accordance with their original terms) immediately prior to such Change in Control; provided that Good Reason will not exist if such benefits are similarly reduced or eliminated with respect to similarly situated employees of the Company, (iv) the target bonus awarded by the Compensation Committee to Optionee under the Annual Executive Incentive Compensation Plan of the Company ("Incentive Plan") subsequent to such Change in Control is materially less than such amount last awarded to Optionee prior to such Change in Control, (v) the sum of Optionee's base salary and amount paid to him or her as incentive compensation under the Incentive Plan for the calendar year in which such Change in Control occurs or any subsequent year is materially less than the sum of Optionee's base salary and the amount awarded (whether or not fully paid) to him or her as incentive compensation under the Incentive Plan for the calendar year prior to such Change in Control or any subsequent calendar year in which the sum of such amounts was materially greater, (vi) the relocation of the offices at which Optionee is employed immediately prior to such Change in Control to a location more than 35 miles away or the Company requiring Optionee to be based anywhere other than at a Company office within 35 miles of the offices at which Optionee is employed immediately prior to such Change in Control (except for required travel on Company business to an extent substantially consistent with Optionee's position) or (vii) to the extent that Optionee is a party to an Agreement for the Payment of Benefits Following Termination of Employment then in effect, the existence of any other condition which constitutes "Good Reason" under such agreement. Notwithstanding anything to the contrary in this Section 3.5, Good Reason will not exist unless Optionee provides written notice to the Company of the existence of Good Reason no later than 90 days after its initial existence and the Company fails to remedy in all material respects the Good Reason condition within 30 days following its receipt of such written notice and Optionee terminates employment no later than two (2) years following the initial existence of the Good Reason condition identified in such written notice.

3.6. Divestiture. In the event that Optionee's principal employer is a Subsidiary of the Company that ceases to be a Subsidiary of Company (a "Divestiture"), the Option will become fully vested as of the effective date of such Divestiture and will remain exercisable until and including the Expiration Date, subject to Section 5.8 of the Plan.

3.7. Compliance with Applicable Law. The Option is subject to the condition that if the listing, registration or qualification of the shares subject to the Option upon any securities exchange or under any law, or the consent or approval of any governmental body, or the taking of any other action is necessary or desirable as a condition of, or in connection with, the purchase or issuance of shares hereunder, the Option may not be exercised, in whole or in part, and such shares may not be issued, unless such listing, registration, qualification, consent, approval or other action has been effected or obtained, free of any conditions not acceptable to the Company. The Company agrees to use reasonable efforts to effect or obtain any such listing, registration, qualification, consent, approval or other action.

3.8. Issuance or Delivery of Shares. Upon the exercise of the Option, in whole or in part, the Company will issue or deliver, subject to the conditions of this Article 3, the number of shares of Common Stock purchased. Such issuance will be evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company. The Company will pay all original issue or transfer taxes and all fees and expenses related to such issuance, except as otherwise provided in Section 3.3.

3.9. Option Confers No Rights as Stockholder. Optionee will not be entitled to any privileges of ownership with respect to shares of Common Stock subject to the Option unless and until such shares are purchased and issued upon the exercise of the Option, in whole or in part, and Optionee becomes a stockholder of record with respect to such issued shares. Optionee will not be considered a stockholder of the Company with respect to any such shares that have not been purchased and issued.

3.10. Option Confers No Rights to Continued Employment. In no event will the granting of the Option or its acceptance by Optionee, or any provision of this Agreement or the Plan, give or be deemed to give Optionee any right to continued employment by the Company, any Subsidiary or any affiliate of the Company or affect in any manner the right of the Company, any Subsidiary or any affiliate of the Company to terminate the employment of any person at any time.

4. Miscellaneous Provisions.

4.1. Decisions of Board or Committee. The Board or the Committee has the right to resolve all questions which may arise in connection with the Option or its exercise. Any interpretation, determination or other action made or taken by the Board or the Committee regarding the Plan or this Agreement is final, binding and conclusive.

4.2. Successors. This Agreement is binding upon and will inure to the benefit of any successor or successors of the Company and any person or persons who may, upon the death of Optionee, acquire any rights in accordance with this Agreement or the Plan.

4.3. Notices. All notices, requests or other communications provided for in this Agreement will be made, if to the Company, to Fortune Brands Home & Security, Inc., Attn. Secretary of the Compensation Committee, 520 Lake Cook Road, Deerfield, Illinois 60015, and if to Optionee, to the last known mailing address of Optionee contained in the records of the Company. All notices, requests or other communications provided for in this Agreement will be made in writing either (a) by personal delivery, (b) by facsimile or electronic mail with confirmation of receipt, (c) by mailing in the United States mails or (d) by express courier service. The notice, request or other communication will be deemed to be received upon personal delivery, upon confirmation of receipt of facsimile or electronic mail transmission or upon receipt by the intended party if by United States mail or express courier service; provided, however, that if a notice, request or other communication sent to the Company is not received during regular business hours, it will be deemed to be received on the next succeeding business day of the Company.

4.4. Partial Invalidity. The invalidity or unenforceability of any particular provision of this Agreement will not affect any other provisions and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

4.5. Governing Law. This Agreement, the Option and all determinations made and actions taken pursuant to this Agreement and the Option, to the extent not governed by the Code or the laws of the United States, are governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of laws.

4.6. Agreement Subject to the Plan. This Agreement is subject to, and will be interpreted in accordance with, the provisions of the Plan. Optionee acknowledges receipt of a copy of the Plan, and by accepting the Option in the manner specified by the Company, agrees to be bound by the terms and conditions of this Agreement, the Award Notice and the Plan.