

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>David John Alessio</td> <td>03/05/2007</td> </tr> <tr> <td>David Richard Dalton</td> <td>10/12/2006</td> </tr> <tr> <td>Patrick Michael Conrick</td> <td>10/19/2006</td> </tr> </tbody> </table>		Name	Execution Date	David John Alessio	03/05/2007	David Richard Dalton	10/12/2006	Patrick Michael Conrick	10/19/2006
Name	Execution Date								
David John Alessio	03/05/2007								
David Richard Dalton	10/12/2006								
Patrick Michael Conrick	10/19/2006								
RECEIVING PARTY DATA									
Name:	Eveready Battery Company, Inc.								
Street Address:	533 Maryville University Drive								
City:	St. Louis								
State/Country:	MISSOURI								
Postal Code:	63141								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11919446</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11919446				
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Application Number:	11919446								
CORRESPONDENCE DATA									
Fax Number:	(440)899-6072								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	4408996033								
Email:	ErinM.Thompson@energizer.com								
Correspondent Name:	Michael C. Pophal								
Address Line 1:	533 Maryville University Drive								
Address Line 4:	St. Louis, MISSOURI 63141								
ATTORNEY DOCKET NUMBER:	SP-1927.2 US								
NAME OF SUBMITTER:	Gregory J. Adams								
Total Attachments: 6 source=1927_2us_assign#page1.tif source=1927_2us_assign#page2.tif									

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Deed of Assignment

David John Alessio

David Richard Dalton

Patrick Michael Conrick

and

Eveready Battery Company, Inc.

This deed of assignment

is made on 27 September 2006 between the following parties:

1. **David John Alessio**
of 279 North Woodhill Drive
Amherst, Ohio, 44001
The United States of America
(**Alessio**)
2. **David Richard Dalton**
of 19 Stonecrop Road
Turrumurra, New South Wales, 2074
Australia
(**Dalton**)
3. **Patrick Michael Conrick**
of 44 Hannam Street
Bardwell Valley, New South Wales 2207
Australia
(**Conrick**)
4. **Eveready Battery Company, Inc.**
of 533 Maryville University Drive
St Louis, Missouri, 63164
United States of America
(**Eveready**)

Recitals

- A. The intellectual property identified in the schedule to this deed will hereinafter be referred to as **The Intellectual Property**.
- B. Dalton was on contract to Eveready until November 2005 to assist in the development and production of lighting products.
- C. Conrick is a patent attorney who represents Eveready in the preparation of patent specifications.
- D. Alessio is an employee of Eveready.
- E. Dalton and Conrick are the inventors of the inventions disclosed in Australian patent application 2005902181 filed on 29 April 2005 which is the basic application to the application listed in the schedule to this deed and was assigned by Dalton and Conrick to Eveready by assignment dated 24 June 2005.
- F. Dalton in the course and scope of his contract with Eveready, Conrick in the course and scope of his representation of Eveready and Alessio in the course and scope of his employment with Eveready, are the inventors of the inventions, which are included in the patent application listed in Part A in the schedule to this deed.
- G. Conrick in the course and scope of his representation of Eveready is the author of the illustrations of the inventions which are included in the patent application listed in Part A in the schedule to this deed.

H. Alessio, Dalton and Conrick will be referred to as **The Assignors**.

Recitals (cont.)

- I. The Assignors wish to confirm that any right, title and interest they may have in respect of The Intellectual Property, was owned by Eveready at the time of filing of the application listed in the schedule to this deed.
- J. In the event that the Assignors have any right, title and interest in The Intellectual Property pursuant to recital I above, the assignors wish to assign to Eveready that right, title and interest in The Intellectual Property, including any right to claim convention priority and the right to file applications for patents, designs, utility models, registration of copyright or any other intellectual property in respect of The Intellectual Property, in respect of any country or jurisdiction, together with all common law and intellectual property rights therein including but not limited to copyright, free from all encumbrances.

This deed witnesses

that in consideration of, among other things, the payment by Eveready to the Assignors of **AU\$1**, the receipt and sufficiency of which is acknowledged, the parties agree:

1 Assignment

- (a) The Assignors assign to Eveready:
 - (1) all of the Assignors' interest in The Intellectual Property; and
 - (2) the right to sue for damages and other remedies in respect of any infringement of The Intellectual Property which may have occurred before this assignment.
 - (b) This assignment is effective **on 28 April 2006**.
-

2 Assignor's warranties

2.1 General

The Assignors give the warranties in this clause 2 to Eveready.

2.2 Original creations

The artistic works described in the schedule to this deed are original creations of Conrick.

2.3 Entitled to deal

The Assignors are entitled to assign The Intellectual Property in the manner provided in this deed.

3 Assignor's acknowledgments

The Assignors acknowledge that:

- (a) Eveready may alter or vary the artistic works described in the schedule to this deed in any manner without the Assignor's consent;
- (b) Eveready may use or apply the artistic works referred to in clause 3((a)) without any attribution of authorship; and

- (c) this assignment is not limited to particular versions of artistic works or to designs in any particular colour.
-

4 Registering this assignment and further action

- (a) Eveready must pay any fees or costs in relation to registering this assignment.
- (b) The Assignors must execute any documents and do any other things that Eveready reasonably requests to:
- (1) enable Eveready to have its ownership of The Intellectual Property registered in any appropriate registry;
 - (2) enable Eveready to file or prosecute in its name any application for a patent or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country; and
 - (3) give effect to the terms of this deed.
-

5 Assignor's undertakings

The Assignors must not:

- (a) challenge or oppose, or assist a person to challenge or oppose, any application by Eveready for a patent or other registration forming part of or relating to The Intellectual Property, whether in Australia or in any other country;
- (b) assist any other person in challenging or impugning the validity of:
- (1) The Intellectual Property; or
 - (2) a patent, design or other registration granted to Eveready relating to The Intellectual Property; or
- (c) take any other action to invalidate, put in dispute or impair in any way Eveready's interest in or use or exploitation of The Intellectual Property.
-

6 Assignors must deliver materials

The Assignors must deliver to Eveready on request all artistic works, designs, certificates, title documents, technical information and records relating to The Intellectual Property.

7 General

- (a) A variation of the terms of this deed must be in writing and signed by the parties.
- (b) In this deed, unless the context otherwise requires:
- (1) headings and boldings are for convenience only and do not affect the interpretation of this deed;
 - (2) words importing the singular include the plural and vice versa;
 - (3) a reference to a person includes a corporation; and
 - (4) a reference to a person includes that person's successors and legal personal representatives.

Schedule - Intellectual Property

A. Patent application and inventions disclosed in:

Jurisdiction	Application No.	Date filed	Invention title
WIPO and all countries of the PCT	PCT/AU2006/000555	28 April 2006	A light distributor

B. Priority rights

The Assignors' rights to claim priority under any applicable international convention for patent applications relating to the inventions that are the subject of A above.

C. Artistic works

Artistic works including models, drawings, etchings, electronic representations and computer images relating to the inventions that are the subject of A above.

D. Copyright

All copyright and other rights or forms of protection of a similar nature which may subsist anywhere in the world in every drawing, computer image or electronic representation which depicts the inventions that are the subject of A above and limited to drawings which have been used in the Applications the subject of A above.

Executed as a deed:

<p>Signed sealed and delivered by</p> <p><u><i>DR Dalton</i></u> David Richard Dalton</p> <p>in the presence of: Witness Signature: <u><i>K Borg</i></u> Witness name (please print): <u>KEITH BORG</u> Date: <u>12-10-06</u></p>	<p>Signed sealed and delivered by</p> <p><u><i>David Alessio</i></u> David John Alessio</p> <p>in the presence of: Witness Signature: <u><i>Shirley O'Donnell</i></u> Witness name (please print): <u>Shirley O'Donnell</u> Date: <u>March 05, 2007</u></p>
<p>Signed sealed and delivered by</p> <p><u><i>Patrick Conrick</i></u> Patrick Michael Conrick</p> <p>in the presence of: Witness Signature: <u><i>K Borg</i></u> Witness name (please print): <u>KEITH BORG</u> Date: <u>12-10-06</u></p>	<p>Signed sealed and delivered by Eveready Battery Company, Inc by: <u><i>Michael C. Pophal</i></u> Michael C. Pophal</p> <p>For and on behalf of Eveready Battery Company, Inc.</p> <p>In the presence of: Witness Signature: <u><i>Shirley O'Donnell</i></u> Witness name (please print): <u>Shirley O'Donnell</u> Date: <u>February 07, 2007</u></p>