# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3615982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AMERICAN SAFETY RAZOR COMPANY, LLC	10/08/2010

#### **RECEIVING PARTY DATA**

Name:	ENERGIZER HOLDINGS, INC.
Street Address:	533 MARYVILLE UNIVERSITY DRIVE
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63141

#### **PROPERTY NUMBERS Total: 34**

Property Type	Number
Patent Number:	D586512
Patent Number:	D588433
Patent Number:	D596045
Patent Number:	D595153
Patent Number:	D588318
Patent Number:	D587871
Patent Number:	D602325
Patent Number:	D595152
Patent Number:	D624833
Patent Number:	D596046
Patent Number:	7913397
Patent Number:	D592370
Patent Number:	D605005
Patent Number:	D606838
Patent Number:	D624386
Patent Number:	D615261
Patent Number:	D615262
Patent Number:	5624451
Patent Number:	D436801
Patent Number:	D467395

PATENT REEL: 037038 FRAME: 0822

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Property Type	Number
Patent Number:	D449709
Patent Number:	D457269
Patent Number:	5674234
Patent Number:	5628759
Patent Number:	6026575
Patent Number:	6263577
Patent Number:	6438849
Patent Number:	6223439
Patent Number:	D444368
Patent Number:	D424907
Patent Number:	6334254
Patent Number:	6598301
Patent Number:	D474668
Patent Number:	D458105

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)977-4405

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 312-977-4400

**Email:** lpokorney@nixonpeabody.com

Correspondent Name: SORINEL CIMPOES

Address Line 1: 70 W. MADISON STREET, SUITE 3500
Address Line 2: NIXON PEABODY LLP - ATTN: IP DOCKET

Address Line 4: CHICAGO, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	031813-000026
NAME OF SUBMITTER:	SORINEL CIMPOES
SIGNATURE:	/Sorinel Cimpoes/
DATE SIGNED:	11/13/2015

# Total Attachments: 14

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# ASSET PURCHASE AGREEMENT

by and among

ENERGIZER HOLDINGS, INC.,

as Purchaser,

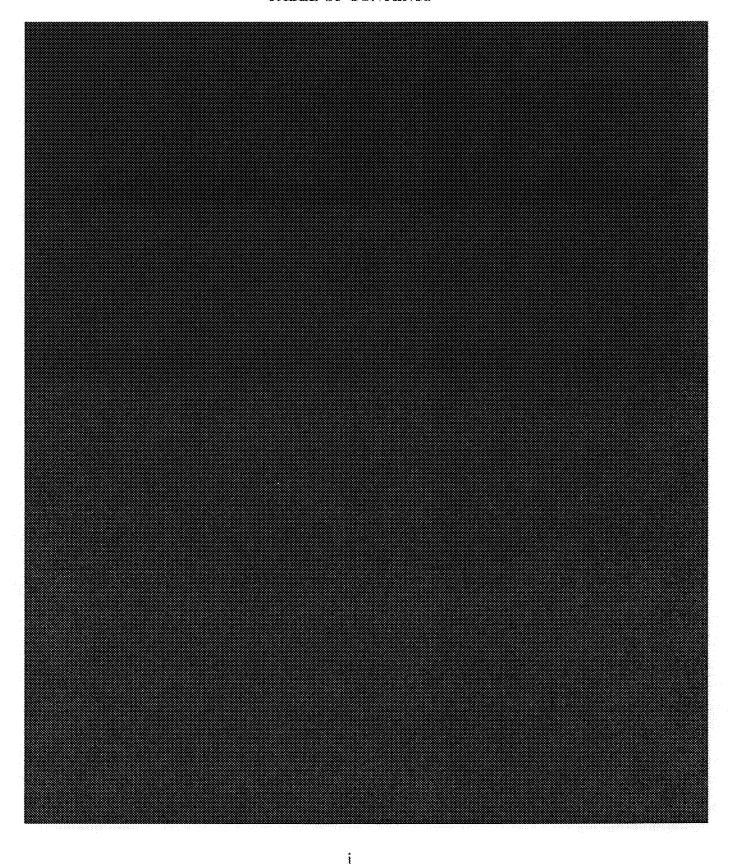
and

AMERICAN SAFETY RAZOR COMPANY, LLC,

as Seller.

Dated as of October 8, 2010

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#### ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of October 8, 2010 (the "Agreement Date"), is hereby entered into by and among American Safety Razor Company, LLC, a Delaware limited liability company ("ASR"), and Energizer Holdings Inc., a Missouri corporation (the "Purchaser"). For the purposes of this Agreement, capitalized terms used herein shall have the meanings set forth in Article IX.

#### RECITALS

WHEREAS, ASR and the Subsidiaries of ASR listed on Exhibit A (collectively referred to herein with ASR as the "Seller") are debtors and debtors in possession in those certain bankruptcy cases under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") filed on July 28, 2010 in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (as Jointly Administered, collectively, the "Bankruptcy Cases"); and

WHEREAS, the Seller, together with the Acquired Subsidiaries (as hereinafter defined), conduct the business of manufacturing and marketing wet shaving razors and blades and industrial, specialty and medical blades (the "Business");

WHEREAS, the Purchaser desires to purchase all of the Purchased Assets (as hereinafter defined) and assume the Assumed Liabilities (as hereinafter defined) from the Seller and the Seller desires to sell, convey, assign and transfer to the Purchaser all of the Purchased Assets together with the Assumed Liabilities, upon the terms and subject to the conditions set forth in this Agreement and the Parties intend to effectuate the transactions contemplated by this Agreement in accordance with Sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of a Sale Order of the Bankruptcy Court under Sections 363 and 365 of the Bankruptcy Code:

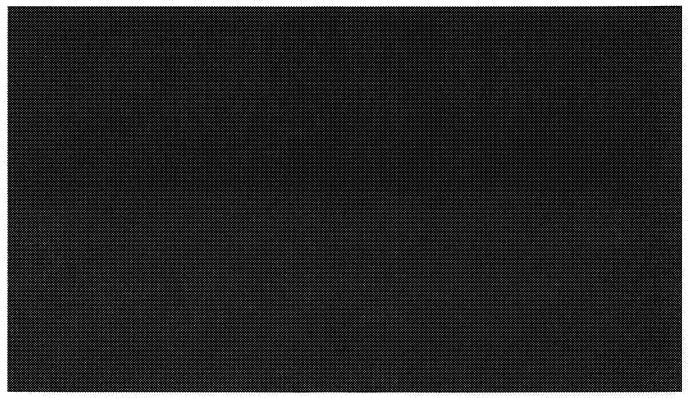
WHEREAS, the Purchased Assets and Assumed Liabilities shall be purchased and assumed by the Purchaser pursuant to the Sale Order approving such sale, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which order will include the authorization for the assumption by the Seller and assignment to the Purchaser of the Assigned Contracts and the liabilities thereunder in accordance with Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court (together, the "Bankruptcy Rules");

WHEREAS, Purchaser will, among other things, deliver to the Seller the Purchase Price in consideration of the Purchased Assets (subject to the Assumed Liabilities);

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Purchaser and the Seller hereby agree as follows:

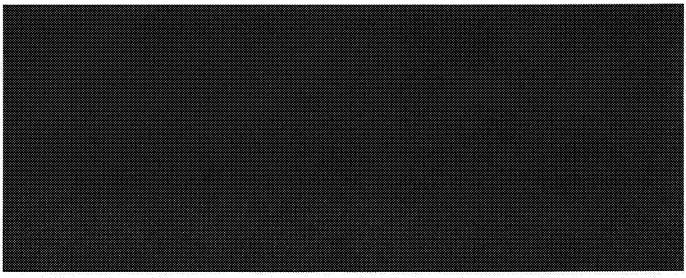
# ARTICLE I PURCHASE AND SALE OF THE PURCHASED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 Agreement to Purchase and Sell the Purchased Assets. Upon the terms and subject to the conditions set forth herein, at the Closing, ASR shall and shall cause the other Sellers to sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser shall purchase and acquire and accept from the Seller, the Purchased Assets, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances) in accordance with and with all the protections afforded by Sections 105, 363 and 365 of the Bankruptcy Code. As used herein, the term "Purchased Assets" shall mean all of the properties, assets and rights, tangible and intangible, real or personal, of the Seller of whatever kind and nature including, without limitation, the following but excluding the Excluded Assets:



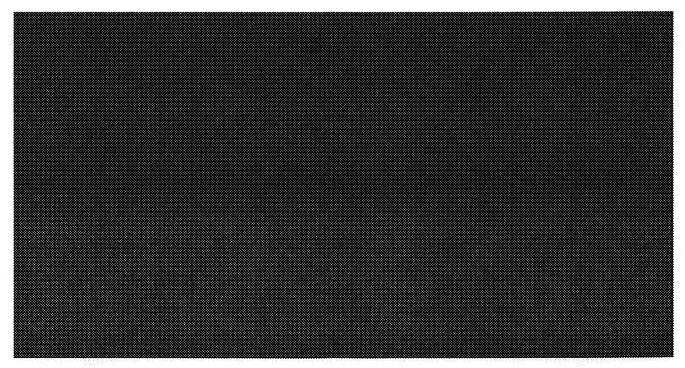
(j) the Seller's Owned Intellectual Property (including the Purchased Names, subject to Section 7.2) and, to the extent assignable, including pursuant to Section 365 of the Bankruptcy Code, Seller's interest in the Licensed Intellectual Property;





#### 4.7 Intellectual Property.

(a) Schedule 4.7(a) sets forth a true, complete and correct list of each the following items of Owned Intellectual Property: (i) unexpired patents, pending patent applications, statutory invention registrations, registered trademarks, registered service marks, registered trade names, registered corporate names, and the registrations of and applications for registration of the foregoing; and registered copyrights and applications for and registrations of such copyrights (collectively, the "Registered Intellectual Property"). Schedule 4.7(a) summarizes, where applicable, the following for each item of the Registered Intellectual Property: patent number, application number, registration number, applicant, mark or name, owner(s), and country of origin.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

SELLER:

AMERICAN SAFETY BAZOR OMPASY	LLC
By: G. Haw Dolf	<del>loocatar.</del>
Name: J. Andrew Bolt Title: Executive Vice President	
PURCHASER:	
ENERGIZER HOLDINGS, INC.	
Ву:	
Name:	
Title:	

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

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AMERICAN SAFETY RAZOR COMPANY, LLC

Name: J. Andrew Bolt

Title: Executive Vice President

PURCHASER:

ENERGIZER HOLDINGS, INC.

Name: Daniel I Sescleifer

Title: Executive Vice President and Chief

Financial Officer

#### **EXHIBIT A**

American Safety Razor Corporation

ASR Holdings, Inc.

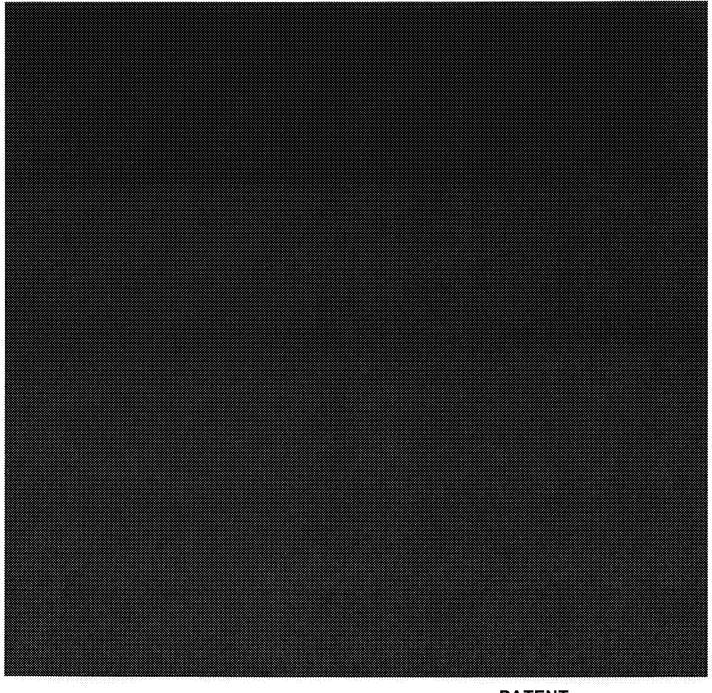
Megas Beauty Care, Inc.

Personna International de Puerto Rico, Inc.

RSA Soap Company, Inc.

#### COMPANY DISCLOSURE SCHEDULE

This Company Disclosure Schedule (the "Company Disclosure Schedule") contains confidential and proprietary information of American Safety Razor Company, LLC (the "Company" or "ASR") and its subsidiaries and is being delivered by the Company in connection with the execution and delivery of the Asset Purchase Agreement among the Company, as Seller, Energizer Holdings, Inc., as Purchaser, dated as of October 8, 2010 (the "Agreement"). Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

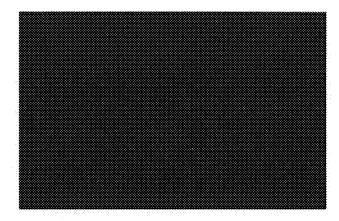


# SCHEDULE 4.7(a)

# Intellectual Property; Registrations

## • Patents

o See Appendix C.



# APPENDIX C

ASR INDUSTII	ASR INDUSTRIAL PATENTS (US only)	Souty)	
Application Title	Patent No	Filing Date	Issue Date
MINI SCRAPER	D586512	1/28/2008	2/10/2009
FOLDING UTILITY KNIFE	D588433	1/28/2008	3/17/2009
BLADE DISPENSER	D596045	1/28/2008	2/14/2009
BLADE DISPENSER	D595153	1/29/2008	6/30/2009
FLOOR STRIPPER	D588318	1/28/2008	3/10/2009
WALL STRIPPER	D587871	1/31/2008	3/3/2009
SNAP-OFF KNIFE	D602325	1/31/2008	10/20/2009
BLADEDISPENSER	D\$95152	1/29/2008	6/30/2009
BLADE DISPENSER	D596046	1/29/2008	7/14/2009
SCRAPER	D592370	1/28/2008	5/12/2009
DEEP HOOK BLADE	D605005	7/17/2008	12/1/2009
AUTO FEED UTILITY KNIFE	D606838	1/12/2009	12/29/2009
METAL CARPET KNIFE	6026575	7/30/1998	2/22/2000
AUTOMATIC SPRING RETRACTABLE UTILITY	6263577	6/2/1999	1/27/2001
RETRACTABLE UTILITY KNIFE	D424907	5/7/1999	5/16/2000
KNIFE HANDLE	D436801	5/12/1999	1/30/2001

ASK INDICATION FOR THE STATE OF

	Issue Dute		4/29/1997	5/13/1997	10/7/1997	
Souly)	Filing Date		10/6/1994	9/29/1994	1/13/1995	
ASR SHAVING PATENTS (USonly)	Patent No.		5624451	5628759	5674234	
NAMES ASK SHAVI	Application Little		FLEXIBLE BLADE FOR REMOVING SKIN LESIONS	FLEXIBLE SURGICAL RAZOR	FLEXIBLE SURGICAL RAZOR	

ASR INDUSTRIAL PENI (US of	)ING APPLICAT dv)	TONS
Application Title	Apple No.	Filing Date
EVALISHAY: DAZAMITE FEMILITEN AZAMITE	12/262 406	1/20/2000
FOLDING POCKET UTILITY KNIFE	12/363,426	1/30/2009
CUSHION BACK CUTER	29/362,157	5/20/2010
LOOP PILE CUTTER	29/362,155	5/20/2010
STAR ROLLER	29/362,050	5/19/2010
SMOOTH ROLLER	29/362,049	5/19/2010

PATENT REEL: 037038 FRAME: 0838

**RECORDED: 11/13/2015**