

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Safety Razor Company, LLC		11/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Energizer Holdings, Inc.		
Street Address:	533 Maryville University Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3577695	PERSONNA ARMOREDGE	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	56772-128284		
NAME OF SUBMITTER:	Thomas A. Polcyn		
Signature:	/Thomas A. Polcyn/		

CH \$40.00 3577695

Date:

12/16/2013

Total Attachments: 8

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ASSET PURCHASE AGREEMENT

by and among

ENERGIZER HOLDINGS, INC.,

as Purchaser,

and

AMERICAN SAFETY RAZOR COMPANY, LLC,

as Seller.

Signing Date: October 8, 2010

Closing Date: November 23, 2010

Closing Documents

VOLUME I

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

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 Asscts. 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:

(a) all Cash and Cash Equivalents, except for the Wind Down Amount, but including the Wind Down Surplus;

(b) all outstanding shares of capital stock or equity or other ownership interest held by the Seller in the Acquired Subsidiaries (the "Acquired Equity Interests");

(c) all Inventory;

(d) all deposits, advances, pre-paid expenses and credits;

(e) all Equipment;

(f) to the extent assignable pursuant to Section 365 of the Bankruptcy Code, all Contracts of the Seller relating to the Business, other than such Contracts that are Non-Assigned Contracts (the "Assigned Contracts");

(g) the Owned Real Property which is owned by the Seller;

(h) the Seller's leasehold interests in the Leased Real Property;

(i) to the extent assignable, all of Seller's licenses, permits, approvals, easements and other rights relating to the Owned Real Property and the Leased Real Property;

(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;

(k) the Accounts Receivable, the proceeds thereof, and any security therefor;

(xx) "First Lien Agent" means the administrative and collateral agent under the First Lien Credit Agreement.

(yy) "First Lien Credit Agreement" means that certain Credit Agreement, dated as of July 31, 2006, among ASR, as borrower, RSA Holdings Corp. of Delaware and certain of the Acquired Subsidiaries, as Guarantors, the First Lien Agent and the lenders party thereto, as amended, restated, supplemented or otherwise modified.

(zz) "First Lien Indebtedness" means all of the Indebtedness outstanding under the First Lien Credit Agreement, including all pre- and post-petition interest due and owing thereunder, and all unpaid fees and expenses related thereto, in each case at the time of Closing.

(aaa) "ETC" shall have the meaning set forth in Section 7.8(a)(v).

(bbb) "GAAP" means United States generally accepted accounting principles as in effect from time to time.

(ccc) "Good Faith Deposit" shall have the meaning set forth in Section 2.3(a).

(ddd) "Governmental Body" means any government, quasi governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(eee) "Hazardous Materials" means petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos and asbestos containing materials and any and all materials now or hereafter defined, listed, designated or classified as, or otherwise determined to be, "hazardous wastes," "hazardous substances," "radioactive," "solid wastes," or "toxic" (or words of similar meaning) under or pursuant to or otherwise listed or regulated pursuant to any applicable Environmental Law.

(fff) "HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder

(ggg) "Indebtedness" of any Person means, without duplication, (i) the interest in respect of, principal of and premium (if any) in respect of (x) indebtedness of such Person for money borrowed and (y) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, and (ii) all obligations of the type referred to in clause (i) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations.

(hhh) "Insurance Policies" shall have the meaning set forth in Section 4.16.

(iii) "Intellectual Property" means all intellectual property rights of any kind, including the following: (i) trademarks, service marks, trade names, slogans, logos, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, and other

similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) patents, utility models and industrial design registrations (and all continuations, divisionals, continuations in part, provisionals, renewals, reissues, re-examinations and applications for any of the foregoing); (iii) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (iv) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, and methodologies; (v) computer software, computer programs, and databases (whether in source code, object code or other form); and (vi) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith.

(jii) "Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of July 31, 2006, between the First Lien Agent, as First Lien Collateral Agent, and Cantor Fitzgerald Securities, as successor Second Lien Collateral Agent to UBS, AG Stamford Branch, under Credit Agreements for the Company, as Borrower, as amended, restated, modified or supplemented from time to time.

(kkk) "Inventory" means all inventory (including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts) related to the Business maintained or held by, stored by or on behalf of, or in transit to, the Seller.

(lll) "Knowledge" or "Knowledge of the Seller" or "the Seller's Knowledge" means the actual knowledge of any of the executives of Seller listed on Schedule 9.1(III).

(mmm) "Law" means any federal, national, state, local, municipal, foreign or international, multinational or other law, statute, constitution, resolution, ordinance, code, edict, decree, rule or regulation of any Governmental Body.

(nnn) "Leased Real Property" means all of the real property and interests in real property leased, subleased, or otherwise occupied by the Seller or any Acquired Subsidiary as lessee or lessor, together with all buildings, structures, fixtures and improvements erected thereon, and any and all rights privileges, easements, licenses, hereditaments and other appurtenances relating thereto, and used, or held for use, in connection with the operation of the Business.

(ooo) "Liability" means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

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 COMPANY, LLC

By: J. Andrew Bolt

Name: J. Andrew Bolt

Title: Executive Vice President

PURCHASER:

ENERGIZER HOLDINGS, INC.

By: _____

Name:

Title:

TRADEMARK

REEL: 005174 FRAME: 0304

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 RAZOR COMPANY, LLC

By: _____
Name: J. Andrew Bolt
Title: Executive Vice President

PURCHASER:

ENERGIZER HOLDINGS, INC.

By:  _____
Name: Daniel J. Sescleifer
Title: Executive Vice President and Chief
Financial Officer