

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eveready Battery Company, Inc.		06/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Energizer Brands, LLC		
Street Address:	533 Maryville University Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3130493	ENERGIZER	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>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.</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:	58789-145637		
NAME OF SUBMITTER:	Thomas A. Polcyn		
SIGNATURE:	/thomas a. polcyn/		
DATE SIGNED:	06/24/2015		
Total Attachments: 4			
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SUPPLEMENTAL TRADEMARK ASSIGNMENT AGREEMENT (UNITED STATES)

This Supplemental Trademark Assignment Agreement (this "Assignment") is made effective this 23rd day of June 2015 (the "Effective Date"), by and among Eveready Battery Company, Inc., a corporation organized under the laws of Delaware with an address at 533 Maryville University Drive St. Louis, Missouri 63141, United States of America ("Assignor") and Energizer Brands, LLC, a limited liability company organized under the laws of Delaware with an address at 533 Maryville University Drive St. Louis, Missouri 63141, United States of America ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and Assignee executed a Trademark Assignment Agreement on June 9, 2015 (the "Original U.S. Trademark Assignment"), wherein Assignor assigned ownership of certain trademark registrations to Assignee;

WHEREAS, Assignor owns all right, title, and interest in and to the trademark ENERGIZER for *shaving products, namely razors and razor blades* in Class 8, and in and to U.S. Trademark Reg. No. 3130493 therefor, (collectively, the "Trademark");

WHEREAS, pursuant to a set of corporate transactions whereby Assignor and its affiliates are effectuating a transaction wherein their household products and personal care products businesses will become two independent companies, and a re-alignment of assets in accordance therewith, Assignor desires that the Trademark be owned by Assignee, and Assignee desires to own said Trademark; and

WHEREAS, Assignee is a successor to that portion of Assignor's business to which the Trademark pertains, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademark, and all registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademark been made.
2. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.
3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

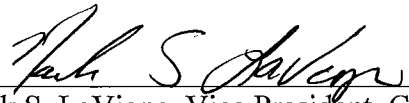
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[Signatures on following pages]

Eveready Battery Company, Inc.

By:



Mark S. LaVigne, Vice President, General Counsel and Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 23 day of June 2015, before me appeared Mark S. LaVigne, who being by me duly sworn, did state that he/she is authorized to execute the foregoing instrument on behalf of Eveready Battery Company, Inc.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal as of the date and year written above.



Notary Public

My Commission Expires:



DIANE M. MURPHY
My Commission Expires
February 14, 2016
St. Louis County
Commission #12471138