

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectrum Brands, Inc.		01/02/2019	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: 16			
Property Type	Number	Word Mark	
Registration Number:	2020767	AIRPOWER	
Registration Number:	5306651	BRITE ESSENTIALS	
Registration Number:	1632738	EXTRA	
Registration Number:	5757847	EXTRA	
Registration Number:	1503676	LOUD 'N CLEAR	
Registration Number:	5458160	OUTRAGEOUSLY RAW POWER	
Registration Number:	1965348	PRO LINE	
Registration Number:	5757848	PRO LINE	
Registration Number:	3619024	RAYOVAC	
Registration Number:	5295494	RAYOVAC HIGH ENERGY	
Registration Number:	5799703	RAYOVAC	
Registration Number:	1539096	RAYOVAC	
Registration Number:	0588682	SPORTSMAN	
Registration Number:	5757849	SPORTSMAN	
Registration Number:	5443259	THE BEAST	
Registration Number:	4022474	XCELL	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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

Phone: 212-813-5900
Email: assignments@fzlj.com
Correspondent Name: Nancy DiConza
Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.
Address Line 2: 151 West 42nd Street, 17th Floor
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	ENRG 1909994
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NAME OF SUBMITTER:	Nancy DiConza
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SIGNATURE:	/Nancy DiConza/
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DATE SIGNED:	07/25/2019
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT (US)

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of January 2, 2019 (“Effective Date”) by and between **Spectrum Brands, Inc.**, a Delaware corporation (“Assignor”), and **Energizer Brands, LLC**, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor is a subsidiary of Spectrum Brands Holdings Inc., a Delaware corporation (“Seller”), and Assignee is a subsidiary of Energizer Holdings, Inc., a Missouri corporation (“Purchaser”), and Seller and Purchaser are parties to that certain Amended and Restated Acquisition Agreement, dated as of November 15, 2018 (the “Amended Agreement”); and

WHEREAS, pursuant to the Amended Agreement, Seller shall cause Assignor to assign to Assignee, a designated Affiliate (as defined in the Amended Agreement) of Purchaser, and Assignee shall acquire from Assignor, all Trademarks (as defined in the Amended Agreement) that constitute Transferred Assets (as defined in the Amended Agreement), in each case, together with the goodwill of the business associated therewith, including but not limited to the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (collectively, the “Marks”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, for the United States and for all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any other country or under international conventions and treaties, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all causes of action (either in law or in equity) relating thereto, and the right to sue, counterclaim, and recover damages for past, present or future infringement, dilution or other unauthorized use of the Marks.

Assignor hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Amended Agreement, the Amended Agreement will govern.

This Assignment and any dispute arising out of or relating to or in connection with this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

This Assignment may be executed in one or more counterparts, and by each of the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same original instrument. Delivery of an executed counterpart of a signature page to this Assignment by electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Assignment.

* * * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SPECTRUM BRANDS, INC.



Name: Joanne P. Chomiak

Title: Senior Vice President - Tax and Treasurer

ENERGIZER BRANDS, LLC

Name: _____

Title: _____

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006703 FRAME: 0927

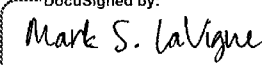
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SPECTRUM BRANDS, INC.

Name: _____

Title: _____

ENERGIZER BRANDS, LLC

DocuSigned by:


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Name: Mark S. LaVigne
Executive Vice President and

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	TRADEMARK	TRADEMARK STATUS	OWNER	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE
United States of America	AIRPOWER	Registered	Spectrum Brands, Inc.	75029463	Dec-7-1995	2020767	Dec-3-1996
United States of America	BRITE ESSENTIALS	Registered	Spectrum Brands, Inc.	87/397,982	Apr-4-2017	5306651	Oct-10-2017
United States of America	EXTRA	Registered	Spectrum Brands, Inc.	74005162	Nov-27-1989	1632738	Jan-22-1991
United States of America	EXTRA	Pending	Spectrum Brands, Inc.	88/226,234	Dec-12-2018		
United States of America	LOUD 'N CLEAR	Registered	Spectrum Brands, Inc.	73684437	Sep-16-1987	1503676	Sep-13-1988
United States of America	OUTRAGEOUSLY RAW POWER	Registered	Spectrum Brands, Inc.	87/605,445	Sep-12-2017	5458160	May-1-2018
United States of America	PRO LINE	Registered	Spectrum Brands, Inc.	74641430	Mar-3-1995	1965348	Apr-2-1996
United States of America	PRO LINE	Pending	Spectrum Brands, Inc.	88/226,252	Dec-12-2018		
United States of America	RAYOVAC	Registered	Spectrum Brands, Inc.	77581230	Sep-29-2008	3619024	May-12-2009
United States of America	RAYOVAC HIGH ENERGY	Registered	Spectrum Brands, Inc.	87/329,839	Feb-9-2017	5295494	Sep-26-2017
United States of America	RAYOVAC Logo (2018)	Pending	Spectrum Brands, Inc.	88/226,789	Dec-12-2018		
United States of America	RAYOVAC Stylized with Lightning Bolt O	Registered	Spectrum Brands, Inc.	73/749,935	Sep-6-1988	1539096	May-16-1989
United States of America	SPORTSMAN	Registered	Spectrum Brands, Inc.	71/643,373	Mar-9-1953	588682	Apr-20-1954
United States of America	SPORTSMAN	Pending	Spectrum Brands, Inc.	88/226,268	Dec-12-2018		
United States of America	THE BEAST	Registered	Spectrum Brands, Inc.	87/605,427	Sep-12-2017	5443259	Apr-10-2018
United States of America	XCELL	Registered	Spectrum Brands, Inc.	85236285	Feb-8-2011	4022474	Sep-6-2011