

05-09-2002



FEET

LY

Docket No.:

56363-010 (PSI-000)

Tab settings → → → ▼

102082955



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original

1. Name of conveying party(ies):

Duracell, Inc.



- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

Association  
 Limited Partnership  
411.02

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 13, 1998

2. Name and address of receiver:

Name: PowerSmart, Inc.

04-11-2002

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Internal Address:

Street Address: One Research Drive

City: Shelton State: CT ZIP: 06484

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,090,571 → 2,090,577

Additional numbers

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Toby H. Kusmer

Internal Address: McDermott, Will & Emery

Street Address: 28 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1133

05/08/2002 LUMELLER 0000061 2090571

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Toby H. Kusmer

Name of Person Signing

Signature

April 9, 2002

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002501 FRAME: 0716

(H)

**AGREEMENT**

This Agreement ("Agreement") dated as of January 13, 1998, by and between DURACELL INC., a Delaware corporation ("Duracell"), and POWERSMART, INC., a Delaware corporation ("PowerSmart").

**WITNESSETH:**

WHEREAS, Duracell presently possesses certain equipment, inventory and other physical assets related to, and technology and experience with respect to, the design, manufacture and sale of modular smart battery system charge and discharge monitoring and safety devices for use with so-called smart rechargeable batteries ("DBOS Modules"), individually and jointly with others;

WHEREAS, Duracell desires to exit from direct involvement in the manufacture and sale of smart rechargeable batteries for use in computers but to maintain access to smart battery technology;

WHEREAS, PowerSmart desires to enter into the smart rechargeable battery electronics business and to apply smart battery technology to all types of batteries, such as electric vehicle, cellular, medical, industrial and others (the "Business");

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained and on the terms and subject to the conditions herein set forth, the parties hereto hereby agree as follows:

**ARTICLE I****Management of Inventory/Further Sales; Sale of Assets**

**Section 1.1. Management of Inventory/Further Sales.** Effective on the date hereof and until the earlier of (a) the Closing (as hereinafter defined) or (b) the termination of this Agreement, PowerSmart shall, for and on behalf of Duracell, use its best efforts to manage Duracell's DBOS Module Inventory (as hereinafter defined). Pending Closing, PowerSmart may solicit new orders for the sale by PowerSmart after the Closing of DBOS Modules.

BOSTON-5008987-8  
34939-00030  
January 13, 1998 5:20 pm

Effective as of the Closing, Duracell shall cease soliciting or accepting orders for the sale of DBOS Modules and transfer all requests, inquiries and orders for DBOS Modules to PowerSmart.

**Section 1.2. Sale of Assets.** Subject to and upon the terms and conditions contained herein, at the Closing Duracell shall sell, transfer, assign and deliver to PowerSmart, and PowerSmart shall purchase, accept and acquire from Duracell the following assets:

- (a) Machinery and equipment of Duracell used in the design and manufacturing of DBOS Modules, as further described in Exhibit 1.2(a) annexed hereto ("DBOS Module Equipment");
- (b) Inventory of Duracell, consisting of raw material, work in process and finished goods inventory for use in the manufacture of DBOS Modules, as such inventory exists on the Closing Date ("DBOS Module Inventory"); Exhibit 1.2(b) annexed hereto describes such inventory as it existed on December 31, 1997;
- (c) All right, title and interest of Duracell in and to Duracell's DBOS Module patents listed in Exhibit 1.2 (c) annexed hereto and their foreign counterparts, if any, and any divisionals or continuations therefrom and any related DBOS Module pending patent applications identified on Exhibit 1.2(c) (the "DBOS Module Patents"); but subject to a license under said Patents granted back to Duracell, as set forth in Section 2.1, and including all material records, documents, applications and correspondence (and relevant advice of counsel) which, to the best of the knowledge of Duracell, Duracell possesses relating to the DBOS Module Patents;
- (d) All right, title and interest as Duracell or its affiliates may have in and to the trademark "PowerSmart" in the United States and all other jurisdictions, including those registrations and applications identified in Exhibit 1.2(d) hereto;
- (e) Manufacturing and assembly information, designs, drawings, test results, trade secrets and other know-how set forth on Exhibit 1.2(e) annexed hereto; and
- (f) The rights of Duracell under the contracts listed in Exhibit 6.5 annexed hereto.

EXHIBIT L2 (d)Trademark Registrations

1. The registrations and pending applications for the trademark "PowerSmart" in the name of Duraname Corp. listed on Schedule A-1 attached hereto.
2. The registrations and pending applications for the trademark "PowerSmart" in the name of Duracell Inc. listed on Schedule A-2 attached hereto.
3. The registrations and pending applications for the trademark "PowerSmart" in the name of N.V. Duracell Batteries S.A. listed on Schedule A-3 attached hereto.

BOSTON-5002897-8  
34979-00030  
January 13, 1998 3:20 pm

Schedule A-1

POWERSMART TRADEMARK REGISTRATIONS AND APPLICATIONS  
IN THE NAME OF DURANAME CORP.

## REGISTRATIONS

<u>Country</u>	<u>Registration Number</u>
INDONESIA	389588
UNITED STATES	2090571
UNITED STATES	2090577

## APPLICATIONS

<u>Country</u>	<u>Registration Number</u>
AUSTRALIA	706947
CHINA	960082892
HONG KONG	4997/96
HONG KONG	7449/1966
MALAYSIA	96/4793
NEW ZEALAND	261117
SINGAPORE	3965/96
TAIWAN	86-011556

Schedule A-2

POWERSMART TRADEMARK REGISTRATIONS AND APPLICATIONS  
IN THE NAME OF DURACELL INC.

## REGISTRATIONS

<u>Country</u>	<u>Registration Number</u>
COLOMBIA	190898
COSTA RICA	98832
MEXICO	524306

## APPLICATIONS

<u>Country</u>	<u>Registration Number</u>
ARGENTINA	2031292
BRAZIL	819321265
BRAZIL	819321257
CHILE	341904
VENEZUELA	5387/96

BOSTON-30087987-8  
34939-00030  
January 13, 1998 1:20 pm

TRADEMARK  
REEL: 002501 FRAME: 0721

Schedule A-3

**POWERSMART TRADEMARK REGISTRATIONS AND APPLICATIONS**  
**IN THE NAME OF N.V. DURACELL BATTERIES S.A.**

## REGISTRATIONS

<u>Country</u>	<u>Registration Number</u>
BENELUX	587359
INTERNATIONAL*	661090IR
ISREAL	104720.

## APPLICATIONS

<u>Country</u>	<u>Registration Number</u>
COMMUNITY TRADEMARK**	64238
INDIA	711357
SOUTH AFRICA	96/05022

---

\*International extended territories include: Albania, Algeria, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, China, Croatia, Cuba, Czech Republic, Egypt, Hungary, Kazakhstan North Korea, Kyrgyzstan, Latvia, Liberia, Liechtenstein, Macedonia, Moldova, Monaco, Mongolia, Morocco, Poland, Romania, Russian Federation, San Marino, Slovak Republic, Slovenia, Sudan, Switzerland, Tajikistan, Ukraine, Uzbekistan, Vietnam and Yugoslavia.

\*\*Community Trademark coverage extends to: Austria, Benelux, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Norway, Portugal, Spain, Sweden and United Kingdom.

BC9TD1-5002R987-8  
 14979-00030  
 January 17, 1998 5:20 pm