

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM373311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Interest Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferies Finance LLC, as the prior collateral agent		02/12/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as the current collateral agent		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3292732		
<b>Registration Number:</b>	1775090	YORK'S XMATH	
<b>Registration Number:</b>	1800528	YORK'S XTABLE	
<b>Registration Number:</b>	3409926	APTARA	
<b>Registration Number:</b>	3452070	POWERTRACK	
<b>Registration Number:</b>	3452071	POWERREVIEW	
<b>Registration Number:</b>	3838232	POWERXEDITOR	
<b>Registration Number:</b>	3883212	POWERLEARN	
<b>Serial Number:</b>	77780634	PXE	
<b>Serial Number:</b>	85268410	PXE4	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>			
<b>Phone:</b>	212-836-7319		
<b>Email:</b>	paul.somelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	250 West 55th Street		

CH \$265.00 3292732

TRADEMARK

**Address Line 2:** Room 1119  
**Address Line 4:** New York, NEW YORK 10019-9710

**ATTORNEY DOCKET NUMBER:** 66509-0019-05948

**NAME OF SUBMITTER:** Paul J. Somelofske

**SIGNATURE:** /Paul J. Somelofske/

**DATE SIGNED:** 02/16/2016

**Total Attachments: 10**

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**TRADEMARK SECURITY INTEREST ASSIGNMENT  
AGREEMENT**

**THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of this 12<sup>th</sup> day of February, 2016, by JEFFERIES FINANCE LLC, as the prior collateral agent (in such capacity, "Assignor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the current collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Security Agreement, dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among iEnergizer Limited ("iEnergizer"), Aptara, Inc. ("Aptara"), iEnergizer Holdings Ltd ("Holdings"), iEnergizer BPO Limited ("BPO") iEnergizer Aptara Limited ("Aptara Limited" and together with iEnergizer, Aptara, Holdings and BPO, collectively the "Pledgor") and Assignor;

WHEREAS, pursuant to the Security Agreement, the Pledgor has granted to Assignor a first lien security interest in, and lien on, all of its right, title and interest in and to the Pledged Collateral (as defined in the Security Agreement) including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof and the Trademark Collateral (as defined in the TSA (as defined below)) (collectively, the "Collateral");

WHEREAS, that Trademark Security Agreement (the "TSA") with respect to the security interest granted by the Pledgor under the Security Agreement in the Collateral, was recorded with the United States Patent and Trademark Office on April 18, 2014 on Reel 005263 / Frame 0824;

WHEREAS, effective as of February 12, 2016, Assignor resigned as administrative agent and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agency Agreement, dated as of February 12, 2016, among Assignor, Assignee, iEnergizer, Aptara and the lenders under the Credit Agreement party thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement and the TSA, including, without limitation, Assignor's security interest in, and lien on, the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the TSA, as applicable.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the TSA, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Pledgor. The Pledgor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

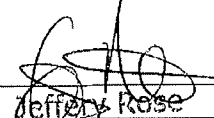
**ASSIGNOR:**

**JEFFERIES FINANCE LLC**, as the prior collateral agent

By:   
Name: J. Paul McDonnell  
Title: Managing Director

**ASSIGNEE:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION**, as the current collateral agent

By:   
Name: Jeffrey Rose  
Title: Vice President

**ACKNOWLEDGED AND AGREED:**

**APTARA, INC.**

By: *Sara Grigg*  
Name: *Sara Grigg*  
Title: *VP Accounting & Finance*

**iENERGIZER LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER HOLDINGS LTD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER BPO LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER APTARA LIMITED**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**APTARA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER LIMITED**

By:  \_\_\_\_\_  
Name: M DE LA RUA  
Title: DIRECTOR

**iENERGIZER HOLDINGS LTD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER BPO LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER APTARA LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**ACKNOWLEDGED AND AGREED:**

**APTARA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER HOLDINGS LTD**

By: *Cyril*  
Name: *Rajiv Kujal*  
Title: *Director*

**iENERGIZER BPO LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER APTARA LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**APTARA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**iENERGIZER LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER HOLDINGS LTD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER BPO LIMITED**

By:   
Name: ADARSH KUMAR  
Title: DIRECTOR.

**iENERGIZER APTARA LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**APTARA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**iENERGIZER HOLDINGS LTD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER BPO LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**iENERGIZER APTARA LIMITED**

By:  \_\_\_\_\_  
Name: Sharonita Newshear  
Title: Director

SCHEDULE I  
TO  
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

**U.S. Trademarks and Trademark Applications**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
Aptara, Inc.	3292732	DESIGN (BLOCKS WITH ARROWS)
Aptara, Inc.	1775090	YORK'S XMATH
Aptara, Inc.	1800528	YORK'S XTABLE
Aptara, Inc.	3409926	APTARA
Aptara, Inc.	3452070	POWERTRACK
Aptara, Inc.	3452071	POWERREVIEW
Aptara, Inc.	3838232	POWERXEDITOR
Aptara, Inc.	3883212	POWERLEARN

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TITLE</b>
Aptara, Inc.	77780634	PXE
Aptara, Inc.	85268410	PXE4