

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ENERGIZER BRANDS II, LLC		10/24/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alpha Aromatics, Inc		
<b>Street Address:</b>	290 Alpha Drive		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15238		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73229102	SANI-AIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4124871292		
<b>Email:</b>	pbogdon@verizon.net		
<b>Correspondent Name:</b>	paul bogdon		
<b>Address Line 1:</b>	2181 battenkill lane		
<b>Address Line 4:</b>	Gibsonia, PENNSYLVANIA 15044		
<b>NAME OF SUBMITTER:</b>	paul bogdon		
<b>SIGNATURE:</b>	/paul bogdon/		
<b>DATE SIGNED:</b>	01/24/2020		
<b>Total Attachments: 6</b>			
source=Scan.pdf 01-24-2020 Assign#page1.tif			
source=Scan.pdf 01-24-2020 Assign#page2.tif			
source=Scan.pdf 01-24-2020 Assign#page3.tif			
source=Scan.pdf 01-24-2020 Assign#page4.tif			
source=Scan.pdf 01-24-2020 Assign#page5.tif			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**IP Assignment**"), is entered into as of October 24, 2019 between Energizer Brands II, LLC a Delaware limited liability company, ("**Assignor**"), and Alpha Aromatics, Inc., a Pennsylvania corporation ("**Assignee**").

WHEREAS, Assignor is the owner of the right, title and interest in and to the Assigned IP (as defined below);

WHEREAS, in connection with that certain Asset Purchase Agreement, dated October 24, 2019, by and between Energizer Holdings, Inc. (the "**Seller**") and the Assignee (the "**Purchase Agreement**"), Assignor wishes to transfer to the Assignee, and the Assignee wishes to receive from Assignor, all of Assignor's right, title and interest in and to the Assigned IP (as defined below);

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to the Assignee, and the Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the domain names and registrations therefore set forth on **Schedule 2** hereto (the "**Domain Names**"), it being understood that Assignor only conveys, transfers and assigns each Domain Name set forth on Schedule 2 to the extent Assignor or an Affiliate (as defined in the Purchase Agreement) of Assignor has right, title, and interest in such Domain Names;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions for Trademarks.** Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by either party. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Assignee, or any assignee or successor thereto.

3. Transfer of Domain Names. Assignor agrees to reasonably cooperate with the Assignee, upon request of the Assignee, to execute all documents, papers, forms, and authorizations, and take such other actions as are reasonably necessary to effectuate the transfer and registration of ownership and control of the Domain Names to the Assignee.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. The parties agree that for jurisdictional purposes this IP Assignment was entered into within the State of Delaware. The parties agree that the appropriate venue for any action arising out of this IP Assignment is in (i) the Delaware Court of Chancery in New Castle County or (ii) the United States District Court for the District of Delaware. The parties consent to the jurisdiction of any such court and agree to accept service of process outside the State of Delaware in any matter to be submitted to such court.

7. Effective Date. This IP Assignment shall be deemed effective for all purposes immediately prior to the Closing (as defined in the Purchase Agreement).

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

**ENERGIZER BRANDS II, LLC**

DocuSigned by:  
By: Mark LaVigne  
Name: Mark LaVigne  
Title: EVP, Chief Operating Officer

AGREED TO AND ACCEPTED:

**ALPHA AROMATICS, INC.**

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

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ENERGIZER BRANDS II, LLC

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

AGREED TO AND ACCEPTED:

ALPHA AROMATICS, INC.

By: Arnold Botnik President  
Name: Arnold Botnik President  
Title:

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Country	Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date	Owner
USA	SANI-AIR	Registered	73/229,102	08/27/1979	1147929	03/03/1981	Energizer Brands II, LLC
USA	SANI-GEL	Registered	75/240,816	01/21/1997	2231386	03/16/1999	Energizer Brands II, LLC

