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FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0351-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
TM05/REV03

Docket No.:

13559-030

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sure Start Limited Partnership

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

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

3. Nature of conveyance:

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

Execution Date: June 16, 2000

2. Name and address of receiving party(ies):

Name: Greenfield Commercial Credit, LLC

Internal Address:

Street Address: 1301 West Long Lake Road Suite 190

City: Troy State: MI ZIP: 48084

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,897,962

Additional numbers  Yes  No

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

Name: Robert D. Mollhagen, Esq.

Internal Address:

Street Address: 39400 Woodward Avenue - Suite 101

City: Bloomfield Hills State: MI ZIP: 48304

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

08/29/2000 MTHA11 00000243 1897962

01 FC:481 40.00 DP

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.

Harold W. Milton, Jr. Esq.

Name of Person Signing

Signature

July 27, 2000

Date

16

Total number of pages including cover sheet, attachments, and

# PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE

**THIS PATENT, TRADEMARK, COPYRIGHT AND LICENSE MORTGAGE** (the "**Mortgage**") made as of this 16<sup>th</sup> day of June 2000, by **SURE START LIMITED PARTNERSHIP**, a Texas limited partnership, having an address at 4001 Exide Drive, Cooper, Texas 75432 ("**Mortgagor**") in favor of **GREENFIELD COMMERCIAL CREDIT, L.L.C.**, with an office at 1301 West Long Lake Road, Suite 190, Troy, Michigan 48084 ("**Mortgagee**");

## WITNESSETH:

**WHEREAS**, Mortgagor and Mortgagee are parties to a certain Loan and Security Agreement (the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, the "**Loan Agreements**"), which Loan Agreements provide (i) for Mortgagee, from time to time, to extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright registrations, copyright applications, goodwill and licenses;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

**1. Incorporation of Loan Agreements.** The Loan Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreements.

**2. Mortgage of Patents, Trademarks, Copyrights and Licenses.** To secure the complete and timely satisfaction of all Obligations of Mortgagor (as defined in the Loan Agreement) (the "**Obligation**"), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, if any (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection (i), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**");

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or

extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection (ii), are sometimes hereinafter referred to individually as a "**Trademark**" and, collectively, as the "**Trademarks**");

(iii) copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights, copyright registrations and copyright applications listed on Exhibit C attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d) of this subsection 2.(iii), are sometimes hereinafter referred to individually as a "**Copyright**" and, collectively, as the "**Copyrights**");

(iv) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "**Licenses**"); and

(v) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

**3. Warranties and Representations.** Mortgagor warrants and represents to Mortgagee that:

(i) no Patent, Trademark, Copyright or License has been adjudged invalid or unenforceable nor has any such Patent, Trademark, Copyright or License been cancelled, in whole or in part and each such Patent, Trademark, Copyright and License is presently subsisting;

(ii) each Patent, Trademark, Copyright and License Material to the Mortgagor's business is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest as they may appear in and to each Patent, Trademark, Copyright and License, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights or Licenses; and

(vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.

**4. Restrictions on Future Agreements.** Mortgagor agrees that until all Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license or sublicense under the Patents, Trademarks, Copyrights or Licenses, or enter into any other agreement with respect to the Patents, Trademarks, Copyrights or Licenses, and Mortgagor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity of the rights transferred to Mortgagee under this Mortgage.

**5. New Patents, Trademarks, and Licenses.** Mortgagor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the Patents, Trademarks, Copyrights and Licenses now owned by Mortgagor. If, before all Obligations shall have been satisfied in full or before the Loan Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks, Copyrights or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks, Copyrights or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, Copyrights or Licenses which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such Patents, Trademarks, Copyrights and Licenses.

**6. Royalties; Terms.** The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, and (ii) the payment in full of all Obligations and the termination of the Loan Agreements. Mortgagor agrees that upon the occurrence of an Event of Default, the use by Mortgagee of all Patents, Trademarks, Copyrights and Licenses shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

**7. Grant of License to Mortgagor.** Unless and until an Event of Default shall have occurred, Mortgagee hereby grants back to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default, Mortgagor's license with respect to the Patents, Trademarks, Copyrights and Licenses set forth in this Section 7 shall terminate upon receipt by Mortgagor of written notice of such termination from Mortgagee, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

**8. Mortgagee's Right to Inspect.** Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of all Obligations and termination of the Loan Agreements, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent

with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Mortgagee agrees to hold confidential and not disclose or use any information regarding any Patent, Trademark, Copyright or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the mortgage herein and such reassignment of the Patents, Trademarks, Copyrights or Licenses, as applicable, unless such termination is due to an Event of Default.

**9. Release of Mortgage.** This Mortgage is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant to the Loan Agreements.

**10. Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks, Copyrights and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, Copyrights and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate for Revolving Loans.

**11. Duties of Mortgagor.** Mortgagor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full and the Loan Agreements have been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Patents, Trademarks, Copyrights and Licenses, and (iv) to ensure that the Patents, Trademarks, Copyrights and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark, Copyright or License without the consent of Mortgagee.

**12. Mortgagee's Right to Sue.** After an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

**13. Waivers.** No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or

under the Loan Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. Severability.** The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

**15. Modification.** This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in this Mortgage or by a writing signed by the parties hereto.

**16. Cumulative Remedies; Power of Attorney; Effect on Loan Agreements.** All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby authorizes Mortgagee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks, Copyrights and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks, Copyrights or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreements have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

**17. Binding Effect; Benefits.** This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

**18. Governing Law.** This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Michigan.

**19. Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

**20. Further Assurances.** Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

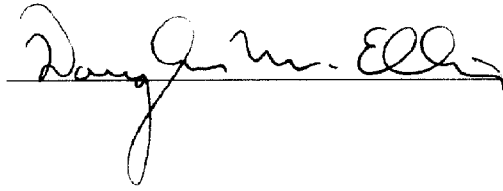
21. **Survival of Representations.** All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreements.


**IN WITNESS WHEREOF**, Mortgagor has duly executed this Mortgage in favor of Mortgagee, as of the date first written above.

ATTEST:

**SURE START LIMITED PARTNERSHIP**,  
a Texas limited partnership

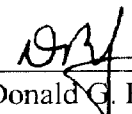
By: DCS Start Corporation,  
a Texas corporation  
Its: General Partner

  
\_\_\_\_\_

By:   
\_\_\_\_\_ David C. Sinclair  
Its: President


AGREED AND ACCEPTED AS OF  
THIS 16<sup>th</sup> DAY OF JUNE, 2000

GREENFIELD COMMERCIAL CREDIT, L.L.C.

By:   
\_\_\_\_\_ Donald G. Barr, Jr.  
Its: President

STATE OF MICHIGAN )  
  ) SS.  
COUNTY OF WAYNE )

The foregoing Patent, Trademark, Copyright and License Mortgage was executed and acknowledged before me this 16<sup>th</sup> day June, 2000, by David C. Sinclair, as President of DCS Start Corporation, a Texas corporation, the General Partner of Sure Start Limited Partnership, a Texas limited partnership, personally known to me.

  
\_\_\_\_\_ Acting in Wayne County, MI  
Notary Public Macomb County,  
State of Michigan  
My Commission Expires: July 29, 2001

**THIS INSTRUMENT PREPARED BY  
AND AFTER FILING RETURN TO:**

**DIANE P. WASILEWSKI**  
Notary Public, Macomb County, Michigan  
My Commission Expires July 29 2001

Robert D. Mollhagen, Esq.  
Howard & Howard Attorneys, P.C.  
1400 North Woodward Avenue, Suite 101  
Bloomfield Hills, Michigan 48304-2856

**EXHIBIT A**

**PATENTS**

None



**EXHIBIT B**  
**TRADEMARKS**

SURE START – Registration No. 1897962

B-1

**TRADEMARK**  
**REEL: 002126 FRAME: 0462**

**EXHIBIT C**  
**COPYRIGHTS**

None

C-1

**TRADEMARK**  
**REEL: 002126 FRAME: 0463**

## **EXHIBIT D**

### **LICENSE AGREEMENTS**

1. All computer software license agreements
2. License Agreement between Sure Start Limited Partnership and Exide Delaware LLC dated June 16, 2000 relating to use of "Exide" and " Select".

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## LICENSE AGREEMENT

This License Agreement (this "Agreement") is made as of June 16, 2000, between EXIDE CORPORATION, a Delaware corporation ("Licensor"), and SURE START LIMITED PARTNERSHIP, INC., a Texas limited partnership ("Licensee").

### RECITALS

WHEREAS, Exide Delaware LLC ("Seller") and Licensee have entered into an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Licensee is purchasing certain of the assets of Seller's Sure Start Division (the "Business");

WHEREAS, Section 2.2(p) of the Purchase Agreement contemplates that Licensor and Licensee shall enter into a license granting Licensee the right to use the "Exide" and "Select" names;

WHEREAS, Licensor owns the registered trademark EXIDE, Registration Numbers 1658819, 1545246, 0986811 and 0298776 (the "Exide Mark"), and the registered trademark SELECT, Registration Number 2132484 (the "Select Mark"; and collectively with the Exide Mark, the "Marks");

WHEREAS, Licensor has adopted and is using the Marks as trademarks for batteries and battery parts and accessories; and

WHEREAS, Licensee is desirous of using the Marks in connection with the existing inventory of products produced by the Business which bear the Marks and which Licensee has purchased from Seller today (the "Existing Inventory").

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. License. Subject to the terms of this Agreement, Licensor grants to Licensee the right to use the Marks only in connection with the Existing Inventory, under the common law and under the auspices and privileges provided by any registration covering the Marks during the term of this Agreement, and Licensee hereby agrees to use the Marks only in connection with the Existing Inventory.

2. Extent of License. The rights herein granted shall not be assignable or transferable in any manner whatsoever by Licensee, nor shall Licensee have the right to grant any sublicenses, except with the prior written consent of Licensor, which consent can be withheld by Licensor in its sole discretion. Notwithstanding the foregoing, Licensor hereby consents to a collateral assignment of Licensee's rights under this Agreement by Licensee to its primary lender. Any sublicense by Licensee of the rights granted in Paragraph 1 hereof, including any sublicense to a distributor of the Existing Inventory, shall (i) be subject to the prior

written consent of Licensor, which consent can be withheld by Licensor in its sole discretion, (ii) sublicense no more than the rights granted in Paragraph 1 hereof and (iii) impose on the sublicensee the same obligations imposed on Licensee pursuant to this Agreement.

3. Indemnity. Licensor assumes no liability to Licensee or to third parties with respect to the performance or quality characteristics of the Existing Inventory produced by Licensee under the Marks, and Licensee shall indemnify Licensor against any and all losses, damages, liabilities and expenses (including reasonable attorneys' fees and costs of investigation) relating to claims of third parties arising out of or relating to the sale of the Existing Inventory, except to the extent such claims arise out of a breach by Licensor of the warranty of Licensor contained in Paragraph 5(a) below.

4. Term and Termination.

a. This Agreement shall remain in effect until the earlier of (a) the date of sale of all of the Existing Inventory or (b) June 16, 2001.

b. Either party may terminate this Agreement earlier by written notice if the other party:

(i) breaches any provision of this Agreement and does not cure such failure within 30 days after written demand; or

(ii) liquidates or terminates its business, becomes insolvent or makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization, or if a receiver is appointed for the party.

5. Ownership of Marks.

a. Licensor warrants that it has all right, title and interest in and to the Marks and has the right to license the Marks pursuant to the terms and conditions of this Agreement, and Licensor shall indemnify Licensee against any and all losses, damages, liabilities and expenses (including reasonable attorneys' fees and costs of investigation) relating to claims of third parties arising out of or relating to any breach of the foregoing warranty. Notwithstanding the foregoing, Licensor has entered into certain license agreements with third parties with regard to the Marks, which agreements do not restrict Licensor's ability to enter into this Agreement.

b. Licensee acknowledges Licensor's exclusive right, title and interest in and to the Marks and any registrations that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair all or any part of such right, title and interest. In connection with the use of the Marks, Licensee shall not in any manner represent that it has any ownership in the Marks or registrations thereof, and Licensee acknowledges that use of the Marks shall inure to the benefit of the Licensor. Upon termination or expiration of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Marks in any way and will deliver up to Licensor, or its duly authorized representatives, all material and papers upon which the Marks appears, and

furthermore, Licensee will not at any time adopt or use, without Licensor's prior written consent, any word or mark which is likely to be similar to or confusing with the Marks. Licensor reserves the right, in its sole discretion, to defend any and all challenges against the Marks and to prosecute any acts of infringement against the Marks.

6. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to principles of conflicts of laws. The parties consent to the personal jurisdiction of the state and federal courts of the State of Michigan and select such courts as the sole proper forum within which to adjudicate disputes under or relating to this Agreement.

7. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to its subject matter. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter.

8. Notice. Any notices or other communications required or permitted to be given under this Agreement shall be sufficiently given if delivered in person or mailed by registered or certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, addressed as follows:

To Licensor:

Exide Corporation  
645 Penn Street  
Reading, Pennsylvania 19601  
Attention: General Counsel

To Licensee:

Sure Start Limited Partnership  
4001 Exide Drive  
Cooper, Texas 75321  
Attention: David C. Sinclair

9. Counterparts. This Agreement may be executed in counterparts, and with counterpart signature pages, including facsimile signature pages, both of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

LICENSOR:

EXIDE CORPORATION

Attest:

Robin Leier

By: David H. Kelly  
David H. Kelly  
Its: Vice President

LICENSEE:

SURE START LIMITED PARTNERSHIP

Attest:

Doug M. Ellis

By: DCS START CORPORATION  
Its General Partner

By: David C. Sinclair  
David C. Sinclair  
Its: President

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HHS&C

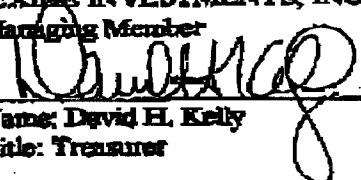
8/16/00 3:20 PAGE 2/2 NIGHTFAX

**TRADEMARK ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, Exide Delaware LLC, a Delaware limited liability company, with its principal place of business located at 802 West Street, Suite 209, Wilmington, Delaware 19801, U.S.A. ("Assignor") hereby sells, transfers, assigns, and conveys to Sure Start Limited Partnership, a Texas limited partnership, 4001 Exide Drive, Cooper, Texas 75321, U.S.A. ("Assignee"), all of Assignor's right, title and interest, in and to the registered trademark "Sure Start" - registration number 74-355232 (the "Trademark") used or usable in the operation of its businesses, and including all license, intellectual property and proprietary rights and interests of any kind, nature or description whatsoever relating in any way thereto and all goodwill associated with any of the foregoing.

Assignor agrees that it will execute and deliver such documents as Assignee may reasonably request in order to record Assignee's ownership of the Trademark with the United States of America Patent and Trademark Office or any other state or foreign governmental agency, at Assignee's sole cost and expense.  
Dated this 16th day of June, 2000.

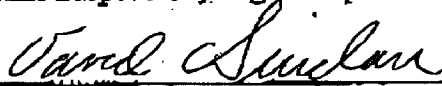
**EXIDE DELAWARE LLC**  
By: **EXIDE INVESTMENTS, INC.,**  
Its Managing Member

By:   
Name: David H. Kelly  
Title: Treasurer

Acknowledged and Accepted  
Cooper, Texas  
This 16<sup>th</sup> day of June, 2000.

**SURE START LIMITED PARTNERSHIP**

By: DCS Start Corporation, its general partner

By:   
Name: David C. Sinclair  
Title: President

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