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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11-16-00

Tab settings → → →

101519239

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

1. Name of conveying party(ies): **EXIDE CORPORATION**

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: Credit Suisse First Boston, as Administrative Agent
Internal Address:
Street Address: Eleven Madison Avenue
City: New York State: NY ZIP: 10010

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amended and Restated Trademark Security Agreement

Execution Date: September 28, 2000

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

A. Trademark Application No.(s) **See Attached Continuation**

B. Trademark Registration No.(s) **See Attached Continuation**

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kristopher E. Ahrend, Esq.
Internal Address: Simpson Thacher & Bartlett
Street Address: 425 Lexington Avenue
City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 67

7. Total fee (37 CFR 3.41): $1,690.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Kristopher E. Ahrend, Esq. — Name of Person Signing
K E Ahrend — Signature
11/14/00 — Date

11/17/2000 DNGUYEN 00000193 2297926
01 FC:481 40.00 OP
02 FC:482 1650.00 OP

Total number of pages comprising cover sheet: 18

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

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

TITLE	REG. NO.	APP. NO.
BATTERY PIT STOP		75/251,795
CAJUN POWER	2,297,926	
E-3600	2,234,170	
EMISA	2,263,494	
EXIDE ELECTRONICS STRATEGIC POWER MANAGEMENT	1,970,219	
EXIDE ELECTRONICS STRATEGIC POWER MANAGEMENT	1,971,477	
EXIDE SELECT ORBITAL		75/822,366
FIRE POWER		75/506,426
FULL TIMER	2,241,947	
HERTNER and Design	953,048	
HYDRAGUARD	900,741	
MEGA CELL		75/934,716
PERFORMANCE EDGE	2,224,735	
PERFORMANCE EDGE & Design	2,224,734	
POWER PIT STOP		75/251,776
ROAD KING	2,293,569	
SELECT		75/846,314
SELECT	2,132,484	
SMART PLATE TECHNOLOGY		75/251,727
STABL-LOK	2,270,995	
STR	2,130,148	
SURRETTE	727,932	
THICK PLATE TECHNOLOGY		75/647,464
XTRA POW'R & Design		75/463,144

TITLE	REG. NO.	APP. NO.
EVOLYTE	1,870,424	
MARATHON		75/143,077
SPRINTER	2,126,324	
SUNLYTE	1,898,611	
CPS3000		75/781,955
GREENSKEEPER		75/889,011
PERFORMANCE SERIES		75/781,954
POWERCYCLER		75/902,529
TEST YOUR BATTERY BEFORE IT		75/781,953
A (Stylized) with Electric	1,366,411	
ABSOLYTE	1,333,053	
ACTION PACK	2,046,152	
AMERICAN	1,788,007	
AMERICAN & Device	797,716	
CHLORIDE	1,456,195	
ENERDYNE	1,658,826	
EXTRA FORCE	1,503,768	
FIRST MATE	1,694,099	
GNB	2,077,349	
GNB Logo	2,249,173	
GNB PRO MARINE & Device	1,678,370	
HEATSTAR	1,750,726	
LOCOMASTER	1,255,215	
MARLIN I	1,490,946	
MARLIN II	1,490,947	
MARSHALL	1,393,113	
MEDALIST	2,091,137	
NATIONAL (Stylized)	242,106	

TITLE	REG. NO.	APP. NO.
PACIFIC CHLORIDE & Stylized PC	1,577,361	
PC-31	1,305,805	
POWER BREED	892,372	
QUALITY FROM THE START	1,888,312	
QUICKSMART	2,298,945	
Ribbing design (incl. Angled Corners)	1,641,070	
Ribbing design on battery	1,641,069	
RIGHT FROM THE START	1,834,454	
SILVER PLUS	2,210,206	
SOUTHERN	1,347,383	
STOWAWAY	1,377,978	
STRIKER	1,869,282	
SUPER CRANK	1,439,833	
VORTEX		75/834,075
WATCHMAN	1,256,723	

Amended and Restated Trademark Security Agreement

WHEREAS, Exide Corporation, a Delaware corporation located at 645 Penn Street, Reading, Pennsylvania 19601 (herein referred to as "Grantor"), owns all right, title and interest in, to and under the trademark registrations listed on the annexed Schedule A, which trademarks are registered with the United States Patent and Trademark Office and the appropriate authorities in all other applicable nations, including without limitation the nations listed on Schedule A, and any common-law rights related thereto (the "Trademarks");

WHEREAS, Grantor is obligated to Credit Suisse First Boston, a New York banking corporation, located at Eleven Madison Avenue, New York, New York 10010 as Administrative Agent (herein referred to as "Grantee") for the Lenders referred to in the Credit and Guarantee Agreement dated as of December 19, 1997, as amended by the Amended and Restated Credit and Guarantee Agreement, dated as of September 28, 2000 (as amended, supplemented or otherwise modified from time to time), and has entered into a Collateral Agreement dated as of December 19, 1997, as amended by the Amended and Restated Collateral Agreement, dated as of September 28, 2000 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of Grantee; and

WHEREAS, pursuant to the Collateral Agreement, Grantor has conveyed to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or other impairment thereof (the "Collateral"), to secure the payment, performance and observance of certain Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by both parties, Grantor does hereby further convey to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its offices thereunto duly authorized as of the 28th day of September, 2000.

EXIDE CORPORATION

By: _____

Name:

Title:

CREDIT SUISSE FIRST BOSTON,
as Administrative Agent

By: _____

Name: WILLIAM S. LUTKINS

Title: VICE PRESIDENT

By: _____

Name:

Title: David L. Sawyer
Vice President

053113-1026-02653-NY02.116057.3

SCHEDULE A

US and Foreign Trademark Registrations/Applications

REDACTED

REDACTED

USA	B B BOWERS & Design	679152	
USA	B B BOWERS & Device	679152	
USA	BARIUM TECHNOLOGY & Design	1814774	
USA	BATTERIES UNLIMITED	954943	
USA	BATTERIES UNLIMITED & Design	879410	

USA	BATTERY PIT STOP	75/251795	Pending
USA	BIG RAM	828478	
USA	BLACK HAWK (Stylized)	245719	
USA	BOWERS	679151	
USA	CAJUN POWER	2297926	
USA	CENTURA (Stylized)	1326776	
USA	CENTURA GOLD	1833739	
USA	CLASSIC	1284099	
USA	CLIMATE EYE	708727	
USA	CLIMATE GUARD	1850598	
USA	CR (stylized)	408317	
USA	CRO/CLEAN	1815603	
USA	CRO/GUARD	1646549	
USA	CUSTOM POWER	853550	
USA	DOCK CHARGE	2003644	
USA	E-3600	2234170	
USA	ELECTROMOTIVE	1156203	
USA	EMISA	2263494	
USA	ESB	729379	
USA	ESB & Design	730323	
USA	EXIDE	986811	
USA	EXIDE & Device	1545246	
USA	EXIDE & Device	1658819	
USA	EXIDE (stylized)	298776	
USA	EXIDE BATTERIES RACING TEAM	2217763	
USA	EXIDE BATTERIES RACING TEAM and Design	1931641	
USA	EXIDE EDGE & Device	1604408	
USA	EXIDE ELECTRONICS STRATEGIC POWER MANAGEMENT	1970219	

USA	EXIDE ELECTRONICS STRATEGIC POWER MANAGEMENT	1971477	
USA	EXIDE SELECT ORBITAL	75/822366	Pending
USA	FIRE POWER	75/506426	Published
USA	FLITE POW'R	676252	
USA	FRESH CHECK and Design		To Be Filed
USA	FULL TIMER	2241947	
USA	GBC (stylized)	833610	
USA	GEL MASTER	1856615	
USA	HEAT GUARD	1684822	
USA	HEAT SHIELD	1632228	
USA	HEATBEATER	1641156	
USA	HEATMASTER	2278337	
USA	HERTNER and Design	953048	
USA	HIBERNATOR	1978748	
USA	HYCAP	72708	
USA	HYDRAGARD	900741	
USA	ICEBREAKER	1674041	
USA	INVADER (stylized)	514061	
USA	IRONCLAD	82219	
USA	KOBALITE (stylized letters)	674108	
USA	LECTRIC	1141554	
USA	LIBERATOR (stylized)	983193	
USA	MAJESTIC	1712636	
USA	MARI-CRETE	1034123	
USA	MEGA CELL	75/934716	Pending
USA	MEGA CELL	2030410	
USA	MEGA CELL (stylized)	2025142	

USA	MEGA CYCLE	1766624	
USA	MULTI-START	1239254	
USA	NAUTILUS	1937409	
USA	NAUTILUS	1696840	
USA	OUTDOORSMAN	1839894	
USA	PARTNERS IN PROTECTING THE ENVIRONMENT	1651054	
USA	PERFORMANCE EDGE	2224735	
USA	PERFORMANCE EDGE & Design	2224734	
USA	PLASTIGLAS	677631	
USA	POLY-INVADER and Device	1144829	
USA	POWER LITE	1867485	
USA	POWER PIT STOP	75/251776	
USA	POWER PROBE	1933877	
USA	POWER START	704896	
USA	POWER THRUST	750455	
USA	POWR-PAK (stylized)	1307723	
USA	RESERVE START	1692657	
USA	ROAD FORCE	1730831	
USA	ROAD KING	2293569	
USA	ROAD KING & Design	2042912	
USA	ROUGHNECK (stylized)	1032878	
USA	ROUGHRIDER	1640282	
USA	ROUGHRIDER	1224890	
USA	SEAMARK & Device	1035685	
USA	SELECT	75/846314	Pending
USA	SELECT	2132484	
USA	SMART PLATE TECHNOLOGY	75/251727	published

USA	SOUTHLAND	618578	
USA	STABL-LOK	2270995	
USA	STR	2130148	
USA	STR 2000	2259733	
USA	SUN GUARD	1883348	
USA	SURE START	623357	
USA	SURRETTE	727932	
USA	THE BATTERY WITH A BRAIN	1951805	
USA	THE CUTTING EDGE	2108929	
USA	THE CUTTING EDGE & Device	1619512	
USA	THE FORCE	1648670	
USA	THE POWER BANK	1840363	
USA	THE POWER BANK and Device	1292709	
USA	THE SOLUTION & Design	2002537	
USA	THICK PLATE TECHNOLOGY	75/647464	Pending
USA	TITAN	835007	
USA	TITAN	404261	
USA	ULTRA ENERGY	1407450	
USA	ULTRA ENERGY & Device	1274201	
USA	ULTRA GO	1170977	
USA	ULTRA START	569697	
USA	ULTRAMATIC	1691218	
USA	UNIBATT	1180958	
USA	UPSTART	957639	
USA	VALU START	1805179	
USA	WEATHERMASTER	600285	
USA	WHEN IT'S AN EXIDE YOU START	816070	
USA	WILLARD (stylized)	502333	
USA	XTRA POW'R & Design	75/463144	Pending

REDACTED

TRADEMARK LICENSE AGREEMENTS

A. Licenses to Exide Corporation

REDACTED

B. Licenses from Exide Corporation

REDACTED

REDACTED

USA	EVOLYTE		1870424
USA	MARATHON	75/143077	
USA	SPRINTER		2126324
USA	SUNLYTE		1898611
USA	CPS3000	75/781955	
USA	GREENSKEEPER	75/889011	
USA	PERFORMANCE SERIES	75/781954	
USA	POWERCYCLER	75/902529	

USA	TEST YOUR BATTERY BEFORE IT	75/781953	
USA	A (Stylized) with Electric		1366411
USA	ABSOLYTE		1333053
USA	ACTION PACK		2046152
USA	ACTIVATOR (Oregon)		10474
USA	ACTIVATOR (Alaska)		1718
USA	AMERICAN		1788007
USA	AMERICAN & Device		797716
USA	AMERICAN EAGLE (Alaska)		1723
USA	AMERICAN EAGLE (Oregon)		21125
USA	ARMOR PLATE (Alaska)		1721
USA	CHLORIDE		1456195
USA	COAST POWER (Oregon)		21120
USA	ENDURANCE THE DEPENDABLE ONE (Oregon)		13563
USA	ENERDYNE		1658826
USA	EXTRA FORCE		1503768
USA	FIRST MATE		1694099
USA	GNB		2077349
USA	GNB Logo		2249173

USA	GNB PRO MARINE & DEVICE		1678370
USA	HDP (California)		50300
USA	HEATSTAR		1750726
USA	LOCOMASTER		1255215
USA	MAINTENANCE FREE SHEER POWER (Oregon)		20714
USA	MARLIN I		1490946
USA	MARLIN II		1490947
USA	MARSHALL		1393113
USA	MEDALIST		2091137
USA	NATIONAL (Florida)		918819
USA	NATIONAL (Stylized)		242106
USA	PACIFIC CHLORIDE & Stylized PC		1577361
USA	PC-31		1305805
USA	POWER BREED		892372
USA	POWER PLUS (Washington)		18809
USA	POWER PLUS (Oregon)		21123
USA	POWER SOURCE (Alaska)		1722
USA	POWER SOURCE (Oregon)		21122
USA	POWER CRAFT (Texas)		56108

USA	QUALITY FROM THE START		1888312
USA	QUICKSMART		2298945
USA	READY START (Oregon)		21124
USA	Ribbing Design (incl. Angled Corners)		1641070
USA	Ribbing Design on Battery		1641069
USA	RIGHT FROM THE START		1834454
USA	SILVER PLUS		2210206
USA	SOUTHERN		1347383
USA	STANDARD & Letter Devise (Oregon)		10475
USA	STANDARD 7000 (Alaska)		1717
USA	STANDARD HD 36 (Alaska)		1724
USA	STOWAWAY		1377978
USA	STRIKER		1869282
USA	SUPER CRANK		1439833
USA	Three Horizontal Colour Bars Device (California)		50301
USA	TURBO (Oregon)		20166
USA	VORTEX	75/834075	
USA	WANNA START SOMETHIN? (Oregon)		13134
USA	WATCHMAN		1256723

REDACTED