

04-24-2001



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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other  Partial Release of Security Interest in Trademark

Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Credit Suisse First Boston, as Administrative Agent

Execution Date  
Month Day Year  
 03302001

Formerly

2298945

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name  EXIDE CORPORATION

DBA/AKA/TA

Composed of

Address (line 1)  214 Carnegie Center

Address (line 2)

Address (line 3)  Princeton  
City

NJ  
State/Country

08543  
Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization  Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

312/861-2000

Name

Rashmi Chandra, Esq.

Address (line 1)

Kirkland & Ellis

Address (line 2)

200 East Randolph Drive

Address (line 3)

Suite 5300

Address (line 4)

Chicago, Illinois 60601

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2298945

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

220440

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Rashmi Chandra

Name of Person Signing

*Rashmi Chandra*

Signature

4/4/01

Date Signed

**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Release") is made as of March 30, 2001 ("Effective Date") by and between Exide Corporation, a Delaware corporation, with its principal office at 214 Carnegie Center, Princeton, NJ 08543 ("Grantor"), and Credit Suisse First Boston, as Administrative Agent, with its principal office at Eleven Madison Avenue, New York, New York 10010 ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Amended and Restated Trademark Security Agreement by and between Grantor and Grantee dated September 28, 2000 (the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, and registrations of trademarks as set forth on Schedule A attached hereto by Grantor (collectively, the "Trademarks");

**WHEREAS**, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Credit and Guarantee Agreement by and between Grantor and Grantee dated December 19, 1997 (the "Security Agreement") as amended by the Amended and Restated Credit and Guarantee Agreement dated September 28, 2000, and 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 in favor of Grantee; and

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on November 16, 2000 at Reel 2173, Frames 0023-040.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates all of the Grantee's rights, title and interest of every kind and nature as of the date hereof with respect to the Trademarks, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
2,298,945	12/7/99	QUICKSMART

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CREDIT SUISSE FIRST BOSTON

[Signature]

Name: WILLIAM S. LUTKINS  
VICE PRESIDENT

Title: \_\_\_\_\_

[Signature]

JAMES P. MORAN  
DIRECTOR

STATE OF NEW YORK )  
  ) SS.  
COUNTY OF NEW YORK)

On this 30<sup>th</sup> day of MARCH, 2001 there appeared before me JAMES P. MORAN, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Credit Suisse First Boston.

[Signature]

Notary Public

MARJORIE E. BULL  
NOTARY PUBLIC, State Of New York  
No. 01BU6055282  
Qualified In New York County  
Commission Expires February 20, 2003