

08-06-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): C&D Charter Power Systems, Inc. 07/30/01
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes [] No [X]

2. Name and address of receiving party(ies)
Name: C&D/Charter Holdings, Inc.
Internal Address: Suite 503
Street Address: 300 Delaware Avenue
City: Wilmington State: DE Zip: 19801
Individual(s) citizenship Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes [] No []
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes [] No [X]

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: December 30, 1991

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
206922 1180962 1285910 1521640 1587525
1384119 1353816 1496612 1536186
Additional number(s) attached Yes [] No [X]

6. Total number of applications and registrations involved: 9

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: William H. Murray, Esquire
Internal Address: Duane, Morris & Heckscher, LLP
Street Address: One Liberty Place
City: Philadelphia State: PA Zip: 19103-7396

7. Total fee (37 CFR 3.41) \$ 240.00
[X] Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(Attach 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.
Allison Z. Gifford, Esquire
Name of Person Signing Signature Date July 27, 2001

Total number of pages including cover sheet, attachments, and document: 8
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/03/2001 LMUELLER 00000126 206922
01 FC:461 40.00 DP
02 FC:462 200.00 DP

TRADEMARK REEL: 002341 FRAME: 0333

ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into effective as of the 30th day of December, 1991, between C&D Charter Power Systems, a Delaware corporation, with principal offices at 3043 Walton Road, Plymouth Meeting, Pennsylvania 19462 ("Power"), and C&D / Charter Holdings, Inc., a Delaware corporation, with its only office at 1105 North Market Street, Suite 1300, P.O. Box 8985, Wilmington, Delaware 19801 ("C&D").

BACKGROUND

The background of this Assignment Agreement is that Power has agreed to transfer to C&D all of its ownership, right, title, and interest in and to certain patents, trade names, trademarks and service marks, as more particularly defined in Schedule A, attached hereto and made a part hereof, and all goodwill associated therewith, together with all applicable applications and registrations therefor (collectively referred to as the "Intangible Assets"), in exchange for the issuance by C&D of ninety (90) shares of C&D's common stock, which issuance will result in Power owning 90% of the outstanding common stock of C&D.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

(A) Power hereby assigns, transfers and conveys to C&D all of its right, title and interest in and to the Intangible Assets.

(B) C&D hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in Paragraph (A) hereof, except as otherwise agreed in writing by the parties.

(C) Without limiting the foregoing provisions, Power agrees to take whatever further action is deemed necessary or appropriate by C&D to properly and completely effect the transfer to C&D of the Intangible Assets and to establish full custody and ownership of such Intangible Assets by C&D.

(D) This Assignment Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflict of laws principles.

IN WITNESS WHEREOF the parties hereto, through their respective authorized officers, have executed this Assignment Agreement effective as of the 30th day of December, 1991 and affixed their respective corporate seals hereto.

[Seal]
Attest:

C&D CHARTER POWER SYSTEMS, INC.

By: [Signature]
Name: ROBERT T. HALL
Title: TRAS. MGR

By: [Signature]
Name: Stephen E. Markert, Jr.
Title: Corporate Controller

[Seal]
Attest:

C&D / CHARTER HOLDINGS, INC.

By: [Signature]
Name: ROBERT T. HALL
Title: TRAS MGR

By: [Signature]
Name: Stephen E. Markert, Jr.
Title: President

STATE OF Pennsylvania)

SS.

COUNTY OF Montgomery)

On the 23rd day of March, 2000, before me, the subscriber, a Notary

Public in and for the State and County aforesaid, personally appeared Stephen E. Markert, Jr.

and Robert T. Marley, who acknowledged themselves to be the Corporate Controller

and Jeremy Marney respectively, of C&D Charter Power Systems, Inc., a

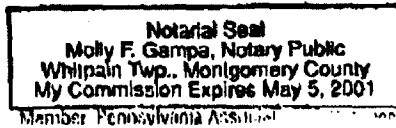
Delaware corporation, and that they, as such officers being authorized to do so, executed

the foregoing Assignment Agreement for the purposes therein contained by signing the

name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Molly F. Gampa
Notary Public



SCHEDULE A
TO ASSIGNMENT AGREEMENT
BETWEEN
C&D CHARTER POWER SYSTEMS
AND
C&D CHARTER HOLDINGS, INC.
DATED DECEMBER 30, 1991

U.S. PATENTS AND PENDING U.S. PATENT APPLICATIONS

U.S. PATENTS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor</u>
3,805,855	04/23/74	Package for Transporting	Jensen
3,812,415	05/21/74	Ferroresonant Battery Charger Circuit	Van Gilder, Moyer
3,834,945	09/10/74	Water-Cooled Industrial Battery	Jensen
3,914,685	10/21/75	Regulated Ferroresonant Power Supply with Soft Start	Van Gilder
3,921,197	11/18/75	Direct Current Power Converter	Horvath
3,956,576	05/11/76	Insulator for Battery Connections	Jensen, Wagner
Des. 239,944	05/18/76	Insulator for Battery Terminals Connector	Jensen, Wagner
3,982,055	09/21/76	Method for Zincating Aluminum Articles	Howard
4,076,906	02/28/78	Apparatus for Indicating Battery Cell Condition	Jensen
4,164,609	08/14/79	Battery Post Seal	Jensen
4,230,779	10/28/80	Battery Plate	Varma
4,295,940	10/20/81	Method for Battery Plate	Varma
4,331,516	05/25/82	Curing of Tetrabasic Lead Pasted Battery Electrodes	Mcighan

4,338,163	07/06/82	Curing of Tetrabasic Lead Pasted Battery Electrodes	Rittenhouse
4,359,508	11/16/82	Lead-Acid Storage Battery	Meighan, Cash
4,381,250	04/26/83	Curing of Tetrabasic Lead Pasted Battery Electrodes	Rittenhouse
4,382,883	05/10/83	Method for Producing a Storage Battery Plate	Boden
4,400,450	08/23/83	Battery Vent	Wagner
4,414,301	11/08/83	Formed Separator Set for Lead Acid Batteries	Constein
4,415,410	11/15/83	Forming of Tetrabasic Lead Sulfate Battery Electrodes	Reich
4,415,638	11/15/83	Lead-Acid Storage Battery	Meighan, Cash
4,447,508	05/08/84	Reduced Maintenance Explosion Damage Resistant Storage Battery	Jensen
4,460,954	07/17/84	Ferroresonant Power Supply	Aiken, Moyer
4,584,514	04/22/86	High Frequency Switching Battery Charger	Kaminsk
4,683,647	08/01/87	Post Seal and Method of Manufacture for Lead-Acid Batteries	Brecht, Hatfield, Misra
4,752,545	06/21/88	Post Seal and Method of Manufacture for Lead-Acid Batteries	Brecht, Hatfield, Misra
4,863,816	09/05/89	Alkali Metal Polysilica Gel Electrolyte Lead-Acid Battery and Method for Making the Same	Misra, Noveske
4,871,428	10/03/89	Method for In-Situ Forming Lead-Acid Batteries having Absorbent Separators	Misra, Noveske
4,889,778	12/26/89	Alkali Metal Polysilica Gel Electrolyte Lead-Acid Battery and Method for Making the Same	Misra, Noveske
4,931,367	06/05/90	Low Float Technology Battery	Brecht, Feders, McAndrews

PENDING U.S. PATENT APPLICATIONS

07/264,478	10/28/88	Alkali Metal Polysilica Gel Electrolyte Lead-Acid Battery and Method for Making the Same	Brecht, Misra
07/547,396	07/03/90	Method for In-Situ Forming Lead-Acid Batteries having Absorbent Separators	Misra
07/604,140	10/26/90	Battery Discharge Control System	Reem
07/617,879	11/26/90	Alkali Metal Polysilica Gel Electrolyte Lead-Acid Batteries having Liquid Absorbent Separators and Method for Making Such Batteries	Brecht, Misra

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
C & D Design	206,922	12/15/25
Slyver-Clad	555,421	02/26/52
Autoreg	671,786	12/30/58
Ferro V & Design	1,135,035	05/13/80
C & D	1,180,962	12/08/81
Quencher	1,256,738	11/08/83
C & D	1,285,910	07/17/84
Liberty	1,353,816	08/13/86
Compucharge	1,384,119	02/25/86
Ferro V	1,496,612	07/19/88
Lodestar	1,511,655	11/08/88
Loadstar	1,511,660	11/08/88
Charter Power Systems	1,512,550	11/15/88
Prelyte	1,513,488	11/22/88

Charter	1,515,263	12/06/88
Ranger	1,521,640	01/24/89
Guardzman	1,536,186	04/25/89
Mitron	1,584,466	02/27/90
Elite	1,587,525	03/20/90

PENDING U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Mustang	74/046,015	04/05/90
Super Nova	74/046,615	04/06/90
Monarch	74/046,754	04/09/90
Space Mate	74/046,951	04/09/90
Stack Pack	74/047,599	04/10/90
Suprema	74/048,651	04/12/90

U.S. TRADE NAME REGISTRATIONS

<u>PRODUCT LINE</u>	<u>MOTIVE</u>	<u>STANDBY</u>
	C & D	C & D
	Charter	Charter
	Lode-Star	Guardzman
	Load-Star	Liberty Series
	Ranger-Elite	Prelyte
	Ferro-Five	
	Compu-Charge	
	Mitron	
	Slyver-Clad	

TRADEMARK

RECORDED: 07/30/2001

REEL: 002341 FRAME: 0340