

09-11-2002



ed original documents or copy thereof.

To the Honorable Commissioner c

102217015

4.4.02

1. Name of conveying party(ies):

C&D Technologies (NCL) Limited

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

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

3. Nature of conveyance:

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

Execution Date: May 1, 2002

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
- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

2,551,532 and 2,545,689

Additional number(s) attached Yes No

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

Name: William H. Murray, Esquire

Internal Address: Duane Morris LLP

Street Address: One Liberty Place

City: Philadelphia State: PA Zip: 19103-7396

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65 .00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

OFFICE OF THE
COMMISSIONER OF PATENT AND TRADEMARKS
RECORDS SECTION
SEP - 9 AM 9:09

DO NOT USE THIS SPACE

9. Signature.

Allison Z. Gifford, Esquire
Name of Person Signing

Signature

September 4, 2002
Date

4

Total number of pages including cover sheet, attachments, and document:

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

09/10/2002 DBYRNE 00000189 2551532

01 FC:481
02 FC:482

40.00 OP
25.00 OP

ASSIGNMENT OF TRADEMARKS

This Assignment, effective May 1, 2002, between the undersigned, **C&D Technologies (NCL) Limited**, a United Kingdom corporation, with its principal place of business located at 1 Tanners Drive, Blakelands North, Milton Keynes, United Kingdom MK 145 BU (the "Assignor"), and **C&D Charter Holdings, Inc.**, a Delaware corporation, with its principal place of business at 300 Delaware Avenue, Suite 503, Wilmington, Delaware 19801 (the "Assignee"), transfers and assigns from Assignor to Assignee, for the United States, its territories and possessions, and worldwide, all right, title, and interest in and to the marks and the United States and foreign registrations for marks described in Schedule A attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademarks").

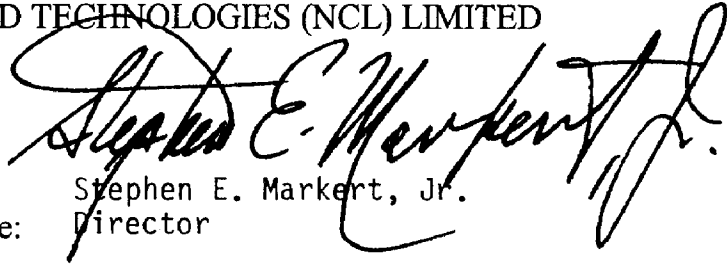
For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in the United States of America and worldwide in and to the Trademarks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Trademarks, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office and other foreign trademark offices.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

C&D TECHNOLOGIES (NCL) LIMITED



Dated: May 1, 2002

By: Stephen E. Markert, Jr.
Title: Director

COUNTRY OF United States :
STATE OF Pennsylvania :ss.
COUNTY OF Montgomery :

I, Molly F. Gampa a Notary Public, in and for the Country aforesaid, do hereby certify that on this 1st day of May, 2002, appeared before me Stephen E. Markert, Jr., to me personally known, who, being by me duly sworn, did say that he/she is ~~the~~ Director of **C&D Technologies (NCL) Limited** and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 1st day of May, 2002.

Molly F. Gampa
NOTARY

Notarial Seal
Molly F. Gampa, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires May 5, 2005

Member, Pennsylvania Association of Notaries

SCHEDULE A

U.S. - Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>
N BALL Design	2,551,532
N BALL Design	2,545,689

Foreign - Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
N BALL Design	Germany	39954926
N BALL Design	France	99803687
N BALL Design	United Kingdom	2123931
N BALL Design	European Community (CTM)	1903640