

04-09-2004

Form PTO-1594  
1-31-92

4/6/04

RE



102717871

U.S. DEPARTMENT OF COMMERCE  
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):  
ESRMCO, Inc.

Individuals  Association  
 General Partnership  Limited Partnership

Corporation - Delaware  
 Other

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

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

Name: Bank of America, N.A.

Internal Address:

Street Address: Mailcode NC1-001-15-04  
101 North Tryon Street

City: Charlotte State: North Carolina Zip Code: 28255

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership - \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Second-Lien Collateral Agent

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

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other

Execution Date: March 17, 2004

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

A. Trademark Application No.(s)

78/269826

Trademark Registration No.(s)

|         |         |         |         |
|---------|---------|---------|---------|
| 1559619 | 2815089 | 1758119 | 1001993 |
| 319475  | 1557785 | 1758118 | 816535  |
| 1229476 | 709282  | 2356074 | 2229379 |
| 1292706 | 1545225 | 82219   | 1732555 |
| 2081911 | 1174952 | 1725132 | 2084828 |
| 2422430 | 2352644 | 1274932 | 2357889 |
| 1785355 | 953048  | 2263210 | 1267829 |
| 2082287 | 1619487 |         |         |

Additional numbers attached?  Yes  No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved 31

7. Total fee (37 CFR 3.41): ..... \$ 790.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in case of deficiency)

(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.*

Helen Bruno April 6, 2004

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

04/08/2004 DBYRME 00000011 78269826  
 Mail Stop Assignment and Recordation Services  
 Director of US Patent and Trademark Office  
 PO Box 1450  
 Alexandria, VA 22313-1450

OPR/FINANCE  
APR - 6 AM 6:57

## ASSIGNMENT OF SECURITY INTEREST IN U.S. TRADEMARKS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ESRMCO, INC., a Delaware corporation (“the Assignor”) with principal offices at 14 Par la ville Road, Hamilton HMJX, Bermuda, hereby assigns and grants to Bank of America, N.A., as Second-Lien Collateral Agent (the “Assignee”) with principal offices at Mailcode NC1-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in (i) all of the Assignor’s right, title and interest in and to the trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST (this “Assignment”), effective as of March 17, 2004, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 17, 2004 (as amended, restated, modified and/or supplemented from time to time, the “Security Agreement”).

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17 day of March, 2004.

ESRMCO, INC.  
Assignor,

By:   
Name:  
Title:

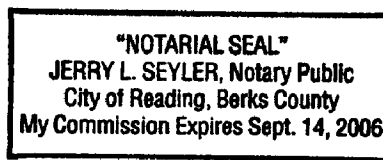
BANK OF AMERICA, N.A.,  
as Second-Lien Collateral Agent, as  
Assignee

By: \_\_\_\_\_  
Name:  
Title:

*Pennsylvania*  
STATE OF NEW YORK )  
*Berks* ) ss.:  
COUNTY OF NEW YORK )

On this 17 day of March, 2004, before me personally came John Phillips who, being by me duly sworn, did state as follows: that [s]he is Vice President of ESRMCO, INC., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

*Jerry L. Seyler*  
\_\_\_\_\_  
Notary Public




IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 11 day of March, 2004.

ESRMCO, INC.  
Assignor,

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A.,  
as Second-Lien Collateral Agent, as  
Assignee

By:   
Name:  
Title: **Charles D. Graber**  
**Vice President**

*California*

STATE OF ~~NEW YORK~~ )

) ss.:

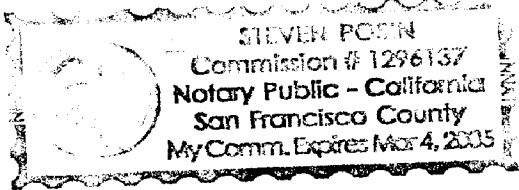
COUNTY OF ~~NEW YORK~~ )

*San Francisco*

On this 17<sup>th</sup> day of March, 2004, before me personally came Charles D. Gruber who, being by me duly sworn, did state as follows: that [s]he is Vice President of BANK OF AMERICA, N.A., that [s]he is authorized to execute the foregoing Assignment on behalf of said company and that [s]he did so by authority of said company.

*Steven Postin*

Notary Public



Schedule A

U.S. TRADEMARKS OWNED BY ESRMCO, INC.

| <u>Mark</u>                      | <u>Serial/Reg. No.</u> | <u>Date of<br/>Reg./Applic.</u> | <u>Notes</u> |
|----------------------------------|------------------------|---------------------------------|--------------|
| ALPHA SERIES &<br>Design         | 1,559,619              | Oct. 10, 1989                   | 1            |
| CHALLENGER                       | 319475                 | Nov. 27, 1934                   | 1            |
| CHALLENGER                       | 1229476                | Mar. 8, 1983                    | 3            |
| CHALLENGER PLUS                  | 1292706                | Sep. 4, 1984                    | 1            |
| COBRA                            | 2,081,911              | July 22, 1997                   | 1            |
| COBRA LINK                       | 2422430                | Jan. 23, 2001                   | 1            |
| DEPTH CHARGER                    | 1,785,355              | Aug. 3, 1993                    | 1            |
| DESERTHOG                        | 2815089                | Feb. 17, 2004                   | 1            |
| DYNACEL                          | 1,557,785              | Sept. 26, 1989                  | 1            |
| DYNACLAD                         | 709,282                | Jan. 3, 1961                    | 1            |
| G SERIES & Design                | 1,545,225              | June 27, 1989                   | 1            |
| GROUND HUGGER                    | 1,174,952              | Oct. 27, 1981                   | 1            |
| HERITAGE                         | 2,352,644              | May 23, 2000                    | 1            |
| HERTNER                          | 953,048                | Feb. 13, 1973                   | 1            |
| HUP.                             | 1758119                | Mar. 16, 1993                   | 1            |
| HUP. THE BETTER<br>BUILT BATTERY | 1,758,118              | March 16, 1993                  | 1            |
| INDEPENDENCE                     | 2,356,074              | June 6, 2000                    | 1            |
| IRONCLAD                         | 78269826               | July 2, 2003                    | 1            |
| IRONCLAD & Design                | 82,219                 | 26 June 2001                    | 1            |
| LOADHOG & Design                 | 1,725,132              | Oct. 20, 1992                   | 1            |
| MXB                              | 1274932                | Apr. 24, 1984                   | 1            |

| <u>Mark</u>    | <u>Serial/Reg. No.</u> | <u>Date of<br/>Reg./Applic.</u> | <u>Notes</u> |
|----------------|------------------------|---------------------------------|--------------|
| PERMA-CONNECT  | 2263210                | July 20, 1999                   | 1            |
| POWER PARTNERS | 1,001,993              | Jan. 21, 1975                   | 1            |
| RAIL-TITAN     | 816,535                | Oct. 11, 1966                   | 1            |
| SMARTHOG       | 2,229,379              | March 2, 1999                   | 1            |
| SUPERHOG       | 1,732,555              | Nov. 17, 1992                   | 1            |
| THE GENERAL    | 2,084,828              | July 29, 1997                   | 2            |
| WORKHOG        | 2,357,889              | June 13, 2000                   | 1            |
| YT             | 1267829                | Feb. 21, 1984                   | 1            |
| YUASA SERVICE  | 2082287                | Jul. 22, 1997                   | 1            |
| DESIGN ONLY    | 1619487                | Oct. 30,1990                    | 1            |

**Note 1: Patent and Trademark Office records show ownership in the name of Yermco, Inc.**

**Note 2: Patent and Trademark Office records show ownership in the name of Yuasa-Exide, Inc.**

**Note 3: Patent and Trademark Office records show ownership in the name of Yuasa-Exide Battery Corporation**