Dolument IV	<i>*8ざさ「60」、04</i> /	\ <del>-</del> >	<b>\</b>		
Form PTO-1594 1-31-92	RECORDATION FORM COVER SHEET  TRADEMARKS ONLY  U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office				
To the Hoperable Commission	er of Patents and Trademarks:				
Name of conveying party(ics):	a of Faterits and Trademarks:	2.			
Credit Suisse First Boston, a Swiss be	an le	~.	Name and address of receiv	ing party(les):	
Credit Suisse First Boston, a Swiss bank		1	Name: <u>Exide Technologies</u>		
□ Individuals	☐ Association		· ·	•••	
☐ General Partnership -	☐ Limited Partnership		Internal Address:		
Corporation-State -			Street Address: 210 Carne	· · · · · · · · · · · · · · · · · · ·	
X Other: Collateral Agent			City: <u>Princeton</u> State:	NJ ŽIP: <u>0854</u> 0	
Additional name(s) of conveying party(ics)	attached?  Yes X No		Individual(s) citizenship		
3. Nature of conveyance:			Association		
☐ Assignment ☐ Security Interest	☐ Merger Change of Name	x	Corporation - <u>Delaware</u>		
X Other: Release of Security Interes			Other		
Execution Date: May 5, 2004		1			
Execution Date: May 5, 2004  4. Application number(s) or registration (		+		-	
		11.9	demark Registration No.(s)		
A. Trademark Application No.(s): See A	mached Schedule A		See Attached Schedu	ıle A	
	Additional numbers attac	ı ched?	'XYes □ No		
5. Name and address of party to whom		6.	Total number of applications	and registration 95	
document should be mailed:			involved		
Name: <u>Racha</u> el Sanderson, <u>Legal Ass</u>	ıstant				
Internal Address: White & Case LLP		7.	Total fee (37 CFR 3.41):	\$ <u>2,390.00</u>	
			X Enclosed		
Street Address: 1155 Avenue of the Ame	wrica e	<u> </u>	X Authorized to be charged	d to deposit account	
City: New York State: NY		8.	F		
State. 141_	2n <u></u>		23-1705 (in event of deficiency)		
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	DO NOT USE	ETH	IS SPACE		
9. Statement and signature.					
To the best of my knowledge and beli	ef, the foregoing information is	true	and correct and any attached	copy is a true copy of the original	
document.			•		
Rachael Sanderson	<u> </u>	ري	a La Caracana	~ 10/36/04	
Name of Person Signing			Signature	Date	
			Total number of pages	comprising cover sheet: 9	
OMB No. 0651-0011 (exp. 4/94)					
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Mail Stop Assignment Recordation Services Director of US Patent and Trademark Office					
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Alexandria, VA 22313-1450					
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.					

## U.S. Trademark Registrations and Applications To Be Released By Credit Suisse First Boston

		22 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
A (STYLIZED)	Exide Technologies	73/480,390	1,366,411
ABSOLYTE	Exide Technologies	73/490,910	1,333,053
AMERICAN	Exide Technologies	74/343,366	1,788,007
AMERICAN (and Design)	Exide Technologies	72/199,435	797,716
BATTERY PIT STOP	Exide Technologies	75/251,795	2,430,180
BIG RAM (and Design)	Exide Technologies	72/232,458	828,478
BLACK HAWK (STYLIZED)	Exide Technologies	71/264,428	245,719
CAJUN POWER	Exide Technologies	75/548,586	2,297,926
CENTURA (STYLIZED)	Exide Technologies	73/483,329	1,326,776
CHLORIDE	Exide Technologies	73/553,725	1,456,195
CLASSIC	Exide Technologies	73/385,910	1,284,099
CPS3000	Exide Technologies	75/781,955	2,488,789
CRO/CLEAN	Exide Technologies	74/379,504	1,815,603
CUSTOM POWER	Exide Technologies	72/196,141	853,550
CUTTING EDGE	Exide Technologies	75/181,072	2,108,929
E-3600	Exide Technologies	75/445,013	2,234,170
EMISA	Exide Technologies	75/271,554	2,263,494
EXIDE	Exide Technologies	72/419,337	986,811

			Extracer V. 100
EXIDE (and Design)	Exide Technologies	74/026,356	1,658,819
EXIDE (and Design)	Exide Technologies	73/761,499	1,545,246
EXIDE BATTERIES RACING TEAM (and Design)	Exide Technologies	75/256,807	2,217,763
EXIDE EDGE (and Design)	Exide Technologies	73/794,428	1,604,408
EXIDE SELECT ORBITAL	Exide Technologies	75/822,366	2,375,439
EXTRA FORCE	Exide Technologies	73/710,828	1,503,768
FIRE POWER	Exide Technologies	75/506,426	2,409,168
FULL TIMER	Exide Technologies	75/303,978	2,241,947
GBC (STYLIZED)	Exide Technologies	72/262,992	833,610
GNB	Exide Technologies	75/117,744	2,077,349
GNB (and Design)	Exide Technologies	75/415,191	2,249,173
GREENSKEEPER	Exide Technologies	75/889,011	pending
HEAT GUARD	Exide Technologies	74/082,484	1,684,822
HEATMASTER	Exide Technologies	75/292,957	2,278,337
HERTNER	Yuasa-Exide	72/377,891	953,048
HIBERNATOR	Exide Technologies	74/482,953	1,978,748
HYCAP (STYLIZED)	Exide Technologies	71/037,675	72,708
INVADER (STYLIZED)	Exide Technologies	71/539,833	514,061
MARATHON	Exide Technologies	75/143,077	2,643,080
MARI-CRETE	Atlas Minerals & Chemicals, Inc.	72/430,129	1,034,123

			185.00
QUALITY FROM THE START	Exide Technologies	74/504,986	1,888,312
RIGHT FROM THE START	Exide Technologies	74/309,801	1,834,454
ROAD FORCE	Exide Technologies	74/251,797	1,730,831
ROAD KING	Exide Technologies	75/444,910	2,293,569
ROAD KING (and Design)	Exide Technologies	74/733,191	2,042,912
ROUGHNECK (STYLIZED)	Exide Technologies	73/058,019	1,032,878
SEAMARK (and Design)	Exide Technologies	73/048,134	1,035,685
SELECT	Exide Technologies	75/846,314	2,462,780
SELECT	Exide Technologies	75/233,754	2,132,484
SILVER PLUS	Exide Technologies	75/262,643	2,210,206
SMART PLATE TECHNOLOGY	Exide Technologies	75/251,727	2,406,558
SOUTHERN	Exide Technologies	73/487,955	1,347,383
SOUTHLAND	Exide Technologies	71/684,899	618,578
SPRINTER	Exide Technologies	75/143,076	2,126,324
STABL-LOK	Exide Technologies	75/244,242	2,270,995
STOWAWAY	Exide Technologies	73/543,566	1,377,978
STR	Exide Technologies	75/187,653	2,130,148
STR 2000	Exide Technologies	75/132,019	2,259,733
SUNLYTE	Exide Technologies	74/316,964	1,898,611
SUPER CRANK	Exide Technologies	73/545,852	1,439,833
SURE START	Exide Technologies	74/355,232	1,897,962

	V . 4.)			
SURE START (STYLIZED)	Exide Technologies	71/649,293	623,357	
TEST YOUR BATTERY BEFORE IT TESTS YOU!	Exide Technologies	75/781,953	2,528,179	
THE CUTTING EDGE	Exide Technologies	75/181,072	072 2,108,929	
THE FORCE	Exide Technologies	73/652,583	1,648,670	
THE POWER BANK (and Design)	Exide Technologies	73/412,476	1,292,709	
THICK PLATE TECHNOLOGY	Exide Technologies	75/647,464	2,541,833	
TITAN	Exide Technologies	72/241,891	835,007	
ULTRA ENERGY	Exide Technologies	73/561,840	1,407,450	
ULTRA ENERGY (and Design)	Exide Technologies	73/410,048	1,274,201	
ULTRA START	Exide Technologies	71/614,656	569,697	
VORTEX	Exide Technologies	75/834,075	2,493,408	
WEATHERMASTER	Exide Technologies	71/647,822	600,285	
VHEN IT'S AN EXIDE YOU START	Exide Technologies	72/238,346	81 <i>6</i> ,070	
WILLARD (STYLIZED)	Exide Technologies	71/530,881	502,333	
XTRA POWR (and Design)	Exide Technologies	75/463,144	2,412,821	
XTRA POWER (and Design) Exide Technologies		73/411,309	1,328,082	

## 05-28-2004

Form PTO-1594 1-31-92				<del></del>	U.S. DEPARTMENT OF COMMERCE	
	10275	381	2	•	Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Places and Trademarks:						
		2.	Name and addr	ess of receiv	(ing partylias):	
Credit Suisse First Boston, a Swiss banl	< 5.84.04	ĺ			mig partynesy:	
	ľ	1	Name: <u>Exide</u>	<u>Technologies</u>		
☐ Individuals☐ General Partnership -	☐ Association	1	Internal Addre		· · · —	
☐ Corporation-State	☐ Limited Partnership				gie Center, Suite 500	
X Other: Colfateral Agent						
Additional name(s) of conveying party(ies) at	tached? ☐ Yes X No		to de la company	<u>п</u> Бінце;	NJ ZiP: <u>08540</u>	
3. Nature of conveyance:	<u></u>	┦8	maividuai(s) citi Association	zenship		
			General Partner	SDID		
☐ Assignment ☐ Security Interest	☐ Merger			or coly		
X Other: Release of Security Interpet	Change of Name		Corporation Other			
No. 1722/0204 and Reel/Frame No. 2173/00	<u>23</u>	1	<del></del>		······································	
Execution Date: May 5, 2004						
Application number(s) or registration num		<del> </del>				
A. Trademark Application No.(s): See Attack		Trade	mark Registrati	on No.(s)		
Attacl	nea Schedule A		See Attached	d Scheduk	ē A	
5. Name and address of party to whom corr	Additional numbers attac		X Yes 🗖			
apparriett sticklig be walleg:		6.	fotal number of	applications	and registration 95	
Name: <u>Rachael Sanderson, Legal Assista</u>	<u>nt</u>	'	nvolved		7.7	
Internal Address: White & Case ITP		7 7	Atal for 127 CE			
			Cenclosed	n 3.41); , , ,	\$ 2,390.00	
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City: New York State: NY	ZIP:_ <u>10036</u>	_	23-1705 (in d	event of defic	ciency)	
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9. Statement and signature.	<del></del>					
To the best of my knowledge and belief, 1	 he foregoing information is:	leve an				
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						
<u>Rachael Sanderson</u> Name of Person Signing	Kac	<u>bael</u>	Sanders	<u> </u>	5/24/04	
Hame of Person Signing			Signature		Date	
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Director of US Patent and Trademark Office						
PO Box 1450						
Mail documents to be recorded with required cover sheet information to:  Mail Stop Assignment Recordation Services Director of US Patent and Trademark Office PO Box 1450 Alexandria, VA 22313-1450						
Public burden reporting for this sample cover sheet is actimated to some						
including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet.  Send comments regarding this burden estimate to the U.S. Patent and Tradescale Office and reviewing the sample cover sheet.						
Send comments regarding this burden of 1000C, Washington, D.C. 20231, and	estimate to the U.S. Pat	ent an	d Trademark (	eang and ra Office: Offic	se of information Sustain Business	
1000C, Washington, D.C. 20231, and Washington, D.C. 20503.	to the Office of Manag	ement	and Budget,	Paperwork	Reduction Project (0851-0011)	
	****		·			

## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of May 5, 2004 (the "Effective Date"), by Credit Suisse First Boston, a Swiss bank organized and existing under the laws of Switzerland with a business office at Eleven Madison Avenue, New York, New York 10010 as Administrative Agent ("Grantee") for the Lenders (as referred to in the Credit and Guarantee Agreement dated as of December 19, 1997, as amended by the Amended and Rostated Credit and Guarantee Agreement, dated as of September 29, 2000 (as amended, supplemented or otherwise modified from time to time)) in favor of Exide Technologies, a Delaware corporation located at 210 Carnegie Center, Suite 500, Princeton, NJ 08540 ("Grantor");

WHEREAS, Grantor 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 29, 2000 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") pursuant to which Grantor has conveyed to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"), (ii) the trademark registrations listed on Schedule A hereto and any common law rights relating thereto, together with the goodwill of the business symbolized by such trademarks (the "Trademarks"), and (iii) all proceeds of the Patents and Trademarks, including, without limitation, any and all causes of action which may exist by reason of infringement or other impairment thereof (collectively the "IP Collateral"), to secure the payment, performance and observance of certain Obligations (as defined in the Collateral Agreement);

WHEREAS, the Grantor has entered into (i) that certain Patent Security Agreement, dated as of January 29, 1998 (the "Patent Security Agreement") (ii) that certain Trademark Security Agreement, dated as of January 29, 1998 (the "Trademark Security Agreement"), (iii) that certain Amended and Restated Patent Security Agreement, dated as of September 29, 2000 (the "Amended Patent Security Agreement"), and (iv) that certain Amended and Restated Trademark Security Agreement, September 29, 2000 (the "Amended Trademark Security Agreement", and collectively the "IP Security Agreements"), in each case, with the Grantee in order to convey to Grantee a security interest in, and mortgage, on certain IP Collateral;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on Reel 9138, Frame 0621, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on Reel 1722, Frame 0204, the Amended Patent Security Agreement was recorded with the United States Patent and Trademark Office on Reel 11204, Frame 0600, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on Reel 2173, Frame 0023;

NYDOCS 04/388697.1

WHEREAS, the Grantee agrees to formally release and reconvey to the Grantor the security interest in all of Grantor's right, title and interest in and to IP Collateral subject to the IP Security Agreements pursuant to the terms and conditions set forth in this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. The Grantee hereby releases and reconveys to the Grantor, without covenant or warranty, express or implied, of any kind and without recourse to it, all of the Grantor's security interest that was granted to the Grantee pursuant to the IP Security Agreements in all of Grantor's right, title and interest in and to the IP Collateral, including the Patents and Trademarks identified on Schedule A hereto.
- 2. The Grantee acknowledges and affirms that all of the rights and remedies of the Grantee concerning the IP Collateral pursuant to the IP Security Agreements are hereby terminated.
- 3. The Grantee hereby agrees to execute and deliver to the Grantor, at the sole expense of Grantor, such documents as Grantor shall reasonably request as evidence of the release of security interest pursuant to this Release.
- 4. The foregoing releases and terminations shall be conditioned upon the occurrence of the Effective Date, as such term is defined in the Grantor's chapter 11 Plan of Reorganization.

IN WITNESS WHEREOF, the Grantee has caused this Release to be executed by its duly authorized representative on this 5th day of May, 2004.

CREDIT SUISSE FIRST BOSTON, as Administrative Agent

Name: ∠Title:

**哲**y:

DAVID L SAWYER

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

Jonanthan Kalasck

Title:

Digoston