

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Saft America Inc.		12/17/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Mizuho Corporate Bank, Ltd.
Street Address:	River Plate House
Internal Address:	7-11 Finsbury Circus
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 7DH
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	1038142	AMERICAD
Registration Number:	2171745	COMPETITOR SERIES
Registration Number:	2637893	ETERNACELL
Registration Number:	1856218	LION
Registration Number:	721248	NICAD
Registration Number:	2317103	POWERING A WIRELESS WORLD
Serial Number:	78268001	CANPROBE

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-878-8000
Email:	trademark.group@cliffordchance.com
Correspondent Name:	Melissa Schrader
Address Line 1:	31 West 52nd Street
Address Line 4:	New York, NEW YORK 10019-6131

CH \$190.00 1038142

ATTORNEY DOCKET NUMBER:

100528/1 (C2017-05440)

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Melissa Schrader

Total Attachments: 4

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**SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)**

**WHEREAS**, SAFT AMERICA INC., a Delaware corporation (herein referred to as "**Grantor**"), having an address at 711 Gil Harbin Industrial Boulevard, Valdosta, GA 31601, USA (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

**WHEREAS**, Grantor has entered into a Security Agreement dated as of December 17, 2004 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Mizuho Corporate Bank, Ltd. as Security Trustee; and

**WHEREAS**, pursuant to the Security Agreement, Grantor has granted to Security Trustee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Liabilities.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to Security Trustee of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Liabilities.

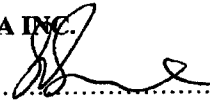
Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Trustee with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Trustee's address is River Plate House, 7-11 Finsbury Circus, London EC2M 7DH U.K.

IN WITNESS WHEREOF, Grantor has duly executed or caused this Supplement to Security Agreement to be duly executed as of December 17, 2004.

SAFT AMERICA INC.

By: .....



Name:

STEVEN BONE

Title:

ATTORNEY IN FACT

**SCHEDULE 1 TO THE SUPPLEMENT TO SECURITY AGREEMENT  
(TRADEMARKS)**

List of the registrations of the trademarks,  
whether currently used or not, which are owned by  
**SAFT AMERICA INC.**  
(legal owner)

Ref.	Mark	Country	Class(es)	Date (filing, registration or last renewal)	Number (filing, registration or last renewal)	Recorded in the name of the legal owner	Status as known on December 10, 2004	Next renewal
003288		UNITED STATES OF AMERICA	09	24-JUL-1996	1 038 142	YES	REGISTERED	20-APR-2006
203124		UNITED STATES OF AMERICA	09	07-JUL-1998	2 171 745	YES	REGISTERED	07-JUL-2008 (Affidavit = 07-JUL-2004)
203122		UNITED STATES OF AMERICA	09	22-OCT-2002	2 637 893	NO	REGISTERED	22-OCT-2012 (Affidavit = 22-OCT-2008)
003544		UNITED STATES OF AMERICA	09	27-SEP-1994	1 856 218	NO	REGISTERED	27-SEP-2014
003255		UNITED STATES OF AMERICA	09	31-MAY-2001	721 248	YES	REGISTERED	12-SEP-2011
203123		UNITED STATES OF AMERICA	09	08-FEV-2000	2 317 103	YES	REGISTERED	08-FEV-2010 (Affidavit = 08-FEV-2006)

Ref.	Mark	Country	Class(es)	Date (filing, registration or last renewal)	Number (filing, registration or last renewal)	Recorded in the name of the legal owner	Status as known on December 10, 2004	Next Renewal
		UNITED STATES OF AMERICA	09	27-JUN-2003	78268001	YES	PENDING	

RECORDED: 12/17/2004

TRADEMARK  
REEL: 002993 FRAME: 0710

F0667/06196

UK/156547/01