

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NorthStar Battery Company, LLC		04/20/2005	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	10 North Hanley Road		
<b>City:</b>	Clayton		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2554021	NORTHSTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)615-6001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-615-6272		
<b>Email:</b>	ip@gjn.com		
<b>Correspondent Name:</b>	Thomas E. Nutter		
<b>Address Line 1:</b>	101 South Hanley Road		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63105		
<b>NAME OF SUBMITTER:</b>	Thomas E. Nutter		
<b>Signature:</b>	/Thomas E. Nutter/		
<b>Date:</b>	04/25/2005		

**CH \$40.00 2554021**

**Total Attachments: 10**

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**PATENT, TRADEMARK AND LICENSE COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Assignment") is made as of the 20<sup>th</sup> day of April, 2005 (the "Effective Date") by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Agent ("Agent"), for itself and for other lenders (collectively the "Lenders") with an office located at 10 North Hanley, Clayton, MO 63105, and NORTHSTAR BATTERY COMPANY, LLC, a Missouri limited liability company ("Borrower"), with an office at 4000 East Continental Way, Springfield, MO 65803-8801.

WITNESSETH:

WHEREAS, pursuant to the terms of a certain Credit and Security Agreement, dated as of even date herewith (the "Credit Agreement") by and among Agent, Lenders and Borrower, Borrower has mortgaged, pledged and granted to Agent, for the ratable benefit of Lenders, a lien on and security interest in substantially all of Borrower's assets, including all right, title and interest of Borrower in and to all of Borrower's patents, trade names, trademarks and licenses of such patents, trade names and trademarks, whether presently existing or hereafter arising or acquired, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the patents, trademarks and licenses, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lenders agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and all the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Each capitalized term used in this Assignment that is not defined in this Assignment shall have the meaning given such term in the Credit Agreement.

2. Assignment of Patents, Trade Names, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Obligations" and subject to the terms and conditions of this Assignment:

A. Borrower hereby grants, assigns and conveys to Agent, for the ratable benefit of Lenders, by way of collateral security, the entire right, title and interest of Borrower in and to all of the following, whether now owned or existing and filed or hereafter acquired and filed:

(i) Borrower's patents and patent applications, whether United States or foreign, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Schedule A**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties,

damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (c) subject to the provisions of paragraph 11, the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) Borrower's technical information and know-how used in connection with the Patents (all of the foregoing are hereinafter collectively referred to as the "Technical Information");

(iii) Borrower's license agreements relating to or involving any of the Patents or Technical Information described in clauses (A)(i) or (A)(ii) with any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Schedule C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Credit Agreement) now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing included license agreements being hereinafter referred to collectively as the "Patent Licenses"); and

B. Borrower hereby grants, assigns and conveys to Agent, for the ratable benefit of Lenders, a security interest in the following property:

(i) Borrower's trade names, trademarks, trademark registrations, service marks, service mark registrations, and trademark and service mark applications, including, without limitation, the trade names, trademarks, service marks and registrations and applications listed on **Schedule B** attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Borrower's business connected with and symbolized by the trademarks, service marks, trade names or other items described in the foregoing clauses (a)-(d) (all of the foregoing trade names, trademarks, trademark registrations, service marks, service mark registrations and applications, together with the items described in clauses (a)-(e) are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) license agreements whereby Borrower has granted to a person a license to any of the Trademarks, described in the foregoing clause (B)(i), including without limitation, the licenses listed on **Schedule C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" now or hereafter owned by Borrower and now or hereafter

covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

3. Restrictions on Future Agreements. Borrower agrees that until the Obligations shall have been satisfied in full and Lenders have no further obligation to make any loan to or financial accommodation for the benefit of Borrower, Borrower will not, without Agent's prior written consent, enter into any agreement (for example, a license agreement) which would violate or cause a default under this Assignment, and Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to Borrower's control, including licensees, or fail to take any action, which would affect in any material respect the validity or enforcement of the rights granted to Agent and Lenders under this Assignment.

4. New Patents, Trademarks, and Licenses. Borrower represents and warrants that the Patents, Patent Licenses Trademarks and Trademark Licenses, listed on Schedules A, B, and C, respectively, constitute all of the issued patents and patent applications trade names, trademarks, service marks, registered trademarks, registered service marks, applications for trademarks or service marks, and license agreements whereby Borrower has granted to a Person a license to any such trade names, trademarks or service marks that are owned by Borrower as of the Effective Date. If, before the Obligations shall have been satisfied in full, Borrower shall acquire or become the owner of rights to any new patent, trade name, trademark, service mark, registration or application, for any of the foregoing, or license agreements whereby Borrower has granted to a Person a license to any such trade names, trademarks or service marks, or renewals of any existing Trademark Licenses (collectively, the "Future Rights"), the provisions of paragraph 2 above shall automatically apply thereto and Borrower shall give to Lenders prompt written notice thereof. Borrower hereby authorizes Agent to modify this Assignment by amending Schedules A, B or C, as applicable, to include any Future Rights. Borrower agrees to execute all documents requested by Borrower in order to record or preserve Agent's and Lenders' interest in all Future Rights added to Schedules A, B or C pursuant to this paragraph 4.

5. Royalties. Borrower hereby agrees that the rights to use by Agent and Lenders of each Patent and Patent License as described above shall be as extensive as the rights of Borrower to use such Patent or Patent License and without any liability for royalties or other related charges from Agent or Lenders to Borrower, subject, however, to the provisions of paragraph 7.

6. Term. This Assignment is made for collateral security purposes only. The term of the assignment of the various interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Patents, Patent Licenses, Trademarks and Trademark Licenses assigned as described in Paragraphs 2 and 4 of this Assignment, or (ii) the date on which the Obligations have been satisfied in full and Lenders have no further obligation to make any loan to or financial accommodation for the benefit of Borrower.

7. Grant of License to Borrower. Until the occurrence of an "Event of Default," unless such Event of Default has been waived in writing by Agent or cured by Borrower in Agent's sole good faith judgment within any applicable cure period, Lenders hereby grant to Borrower the exclusive, nontransferable worldwide, royalty free, right and license, with the right to sublicense, under the Patents and Technical Information, and to make, have made, use, import,

license, sell and otherwise exploit any product or services or the inventions disclosed and claimed in the Patents. So long as such right and license shall exist, Agent and Lenders shall not exercise any right under or with respect to any Patent or Technical Information except as provided in paragraph 11 hereof. Borrower agrees not to sell, assign or encumber its interest in, or grant any sublicense under, the license granted to Borrower in this paragraph 7, without the prior written consent of Lenders. From and after the occurrence of an Event of Default and upon notice by Lenders to Borrower, Borrower's license with respect to the Patents and Technical Information as set forth in this paragraph 7 shall terminate forthwith, to be reinstated only if and when such Event of Default is cured in Agent's and Lenders' sole good faith judgment or is waived by Agent in writing, and Agent and Lenders shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Missouri.

8. Borrower's Right to Use Trademarks and Trademark Licenses. Until the occurrence of an "Event of Default," unless such Event of Default has been waived by Agent, Borrower reserves the exclusive right, subject to Agent's and Lenders' security interest, to own and use the Trademarks and to exercise all rights derived from the Trademark Licenses. Until the Obligations have been satisfied in full and Lenders have no further obligation to make any loan to or financial accommodation for the benefit of Borrower, Borrower agrees to undertake all necessary acts to maintain and preserve the Trademarks and the rights under the Trademark Licenses, including, but not limited to, (i) filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), (ii) filing renewal applications, and (iii) initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who in the reasonable discretion of Borrower seriously threaten the rights of Borrower in or the validity of the Trademarks, provided, however, that Borrower shall not be required to undertake any specific necessary act described in this sentence so long as it obtains Agent's prior written approval, which shall not be unreasonably withheld. Borrower agrees not to sell, assign or encumber its interest in, or grant any licenses under, the Trademarks or Trademark Licenses without the prior written consent of Agent. From and after the occurrence of an Event of Default and notice by Agent to Borrower, Borrower's exclusive rights to own and use the Trademarks and Trademark Licenses as set forth in this paragraph 8 shall terminate forthwith, to be reinstated only if and when such Event of Default is cured or waived in writing, and Lenders shall have, in addition to all other rights and remedies given them by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Missouri.

9. Reassignment to Borrower. Upon satisfaction in full of the Obligations (provided that Lenders have no further obligation to make any loan to or financial accommodation for the benefit of Borrower), Agent shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to: (a) assign, transfer and convey to Borrower the interest of Agent and Lenders to the Patents and Technical Information, and (b) terminate Agent and Lenders' security interest in the Trademarks and Trademark Licenses, subject to any disposition thereof that may have been made by Lenders pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Borrower. Borrower shall have the duty (i) to prosecute diligently any patent application of the Patents and any application for registration of any Trademark pending

as of the Effective Date thereafter, (ii) to make application on Borrower's unpatented but patentable inventions and trademark applications for Borrower's unregistered but registerable Trademarks, as is appropriate in the Borrower's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in patent applications of the Patents and trademark applications of the Trademarks, provided, however, that Borrower shall not be required to take any specific action described in this sentence so long as it obtains Agent's prior written approval, which shall not be unreasonably withheld. Any expenses incurred in connection with such the duties of Borrower under this Paragraph 10 shall be borne by the Borrower. In any suit to enforce any Patent, License, Trademark License, Patent or Trademark, Agent shall, at the expense and request of Borrower, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Borrower in connection with such suit. Prior to the occurrence of an Event of Default, Agent hereby designate, appoint and constitute Borrower as Agent's true and lawful attorney-in-fact, and authorizes Borrower, in Agent's and Lenders' names, to take any and all appropriate action and to execute any agreement, document or instrument necessary or desirable for Borrower to perform its obligations relating to the Patents under this Assignment, including without limitation, prosecuting and maintaining any of the Patents and performing the other obligations set forth in this Paragraph 10.

11. Agent's and Lenders' Rights to Sue. At any time after the occurrence and during the continuance of an "Event of Default," Agent and Lenders shall have the right, but shall in no way be obligated, to bring suit in their own names to enforce the Patents, Trademarks, and Trademark Licenses and, if Agent or Lenders shall commence any such suit, Borrower shall, at the request of Agent or Lenders, do any and all lawful acts and execute any and all proper documents reasonably required by Agent or Lenders in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent or Lenders for all costs and expenses incurred by Agent and Lenders in the exercise of their rights under this Paragraph 11.

12. Waivers. No course of dealing between Borrower and Agent or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Credit Agreement. All of Agent's and Lenders' rights and remedies with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or

by law shall be cumulative and may be exercised singularly or concurrently. Borrower and Lenders acknowledge and agree that this Assignment is not intended to limit, restrict or expand in any way the rights and remedies of Agent and Lenders under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Assignment shall be binding upon each party and its respective successors and assigns, and shall inure to the benefit of both parties and their successors and assigns.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri.

18. Conflict of Terms. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision in this Assignment, the provisions contained in the Credit Agreement shall govern and control to the extent of such conflict or inconsistency.

19. Notices. Any notice to be given to Lenders or Borrower under this Assignment shall be given in a manner and to the parties designated in the Credit Agreement.

20. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


21. Further Assurances. Each party agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the other party shall reasonably request from time to time in order to carry out the purpose of this Assignment and agreements set forth herein.

**[Remainder of page is intentionally blank. Signature page follows.]**



IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

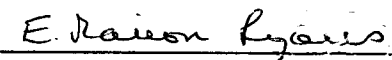
Borrower: NORTHSTAR BATTERY COMPANY, LLC,  
a Missouri limited liability company

By:   
Name: Larry M. Hill  
Title: President, Chief Executive Officer  
and Secretary

STATE OF MISSOURI )  
 )SS.  
COUNTY OF ST. LOUIS )

The foregoing Patent, Trademark and License Collateral Assignment and Security Agreement was executed and acknowledged before me this 20<sup>th</sup> day of April, 2005, by Larry M. Hill, personally known to me to be the President, Chief Executive Officer and Secretary of NorthStar Battery Company, LLC, a Missouri limited liability company, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Chief Executive Officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

  
Notary Public


My Commission expires:

EMARION LYONS  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. JULY 24, 2005

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Agreed and Accepted as of this 20<sup>th</sup> day of April, 2005.

U.S. BANK NATIONAL ASSOCIATION,  
as Agent, for the ratable benefit of Lenders

By:   
Name: Derek L. Martin  
Title: Vice President

**SCHEDULE A**

**TO PATENT, TRADEMARK AND LICENSE  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**PATENTS**

<b>Company</b>	<b>Patent</b>	<b>Country</b>	<b>Registration No.</b>	<b>Date</b>
<b>NorthStar Battery Company, LLC</b>	<b>Battery and Battery Terminal Structure and Method of Manufacture</b>	<b>USA</b>	<b>Application No. 10/832,079</b>	<b>4/23/2004</b>

**SCHEDULE B**

**TO PATENT, TRADEMARK AND LICENSE  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**MARKS**

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Application (A) Registration (R) or Series (S) No.</u>	<u>Registration or Filing Date</u>
NorthStar Battery Company, LLC	NORTHSTAR	USA	2,554,021	3/26/2002
NorthStar Battery Company, LLC	NORTHSTAR	European Community	002049781	5/26/2003

**SCHEDULE C**

**TO PATENT, TRADEMARK AND LICENSE  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**LICENSES**

**None.**

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**RECORDED: 04/25/2005**

**TRADEMARK  
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