

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Douglas Battery Manufacturing Company		01/27/2006	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	East Penn Manufacturing Co.		
Street Address:	Deka Road		
City:	Lyon Station		
State/Country:	PENNSYLVANIA		
Postal Code:	19536-0147		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2013303	ASTRO LITE	
Registration Number:	1759627	ASTRO LITE	
Registration Number:	0803684	ASTRO-LITE	
CORRESPONDENCE DATA			
Fax Number:	(610)988-0828		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610-478-2167		
Email:	tfd@stevenslee.com		
Correspondent Name:	Timothy F. Demers		
Address Line 1:	111 N. Sixth Street		
Address Line 4:	Reading, PENNSYLVANIA 19601		
ATTORNEY DOCKET NUMBER:	002748.00051		
NAME OF SUBMITTER:	Timothy F. Demers		

CH \$90.00 2013303

Signature:

/Tim Demers/

Date:

03/01/2006

Total Attachments: 4

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ASSIGNMENT OF US REGISTERED TRADEMARKS

THIS ASSIGNMENT OF US REGISTERED TRADEMARKS ("Assignment") dated January 27, 2006, by DOUGLAS BATTERY MANUFACTURING COMPANY, a North Carolina corporation (the "Assignor"), in favor of EAST PENN MANUFACTURING CO., a Pennsylvania corporation (the "Assignee").

BACKGROUND

A. Assignor is the sole owner of the registered trademarks identified on Schedule "A" attached hereto and incorporated herein by reference (the "Trademarks").

B. Assignor, Battery Drive Properties, LLC (an affiliate of Assignor, which collectively with the Assignor is referred to herein as the "Seller") and Assignee have entered into an Agreement of Sale dated January 19, 2006 (the "Agreement") pursuant to which the Assignee, among other things, has agreed to purchase from Seller certain of Seller's assets, including the Assignor's Trademarks.

C. In partial consideration of the payment of the Purchase Price (as defined in Agreement) by Assignee to the Seller pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Trademarks, together with the goodwill of the business associated with the use thereof and symbolized thereby, in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, Assignor, intending to be legally bound, hereby agrees as follows:

AGREEMENT

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of Assignor in, to and under the Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, together with all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses solely in connection with the Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights"). Without limiting the generality of the foregoing, the Rights shall include the right to use and file for registration of the Trademarks in other countries, including any foreign counterpart trademark registrations or trademark registration applications, together with the goodwill of the business associated with the use thereof and symbolized thereby.

3. Covenants. Assignor hereby covenants that it has the full right to convey the entire interest in the Marks and that it has not executed and will not execute any agreement in conflict herewith, and Assignor further covenants and agrees that it will, each time request is made and without undue delay, execute and deliver all such agreements, documents, instruments and papers as may be necessary or desirable to perfect the title to such Marks by Assignee. Assignor further agrees to communicate to Assignee or its nominee all known facts respecting the Marks, to testify in any legal proceedings, to sign all lawful agreements, documents, instruments and papers, to make all rightful oaths, and generally to do everything possible to aid Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its own benefit proper protection and enforcement of the Marks.

4. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with clause (a) of this Section 4), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original of this Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement.

6. Binding Effect. This Assignment, and all of the terms, covenants and provisions hereof, shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

DOUGLAS BATTERY MANUFACTURING
COMPANY

By D. Walker Douglas
Name: G. Walker Douglas
Title: Sr. VP, Secretary


Attest: Jenny S. Tidd
Name: Jenny S. Tidd
Title: Secretary

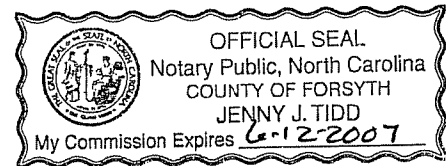
STATE OF NORTH CAROLINA :

COUNTY OF FORSYTH :

On the 27th day of January, 2006, before me, a notary public, the undersigned officer, personally appeared G. Walker Douglas, who acknowledged himself to be the Sr. V.P. Secretary of DOUGLAS BATTERY MANUFACTURING COMPANY, a North Carolina corporation, and that as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



Schedule "A"
to the
Assignment of Registered Trademarks
dated as of January , 2006

by
Douglas Battery Manufacturing Company in favor of East Penn Manufacturing Co.

Registered Trademarks

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Filing</u> <u>Date</u>	<u>Classes</u>
1. ASTRO LITE	2,013,303	11/5/96	9 (batteries, battery terminals, battery terminal protectors, electric connectors, booster cables, battery carrier straps, prerecorded video tapes featuring battery marketing information and installation, servicing and testing of electrical systems) and 16 (posters and decals)
2. ASTRO LITE and Design	1,759,627	3/23/93	9 (batteries for vehicles)
3. ASTRO LITE and Design	803,684	2/15/66	9 (vehicle batteries)