

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Batteries Plus, LLC		09/02/2010	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc., as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3529047	ASCENT BATTERY SUPPLY	
Registration Number:	3455880	ASCENT BATTERY SUPPLY	
Registration Number:	3628191	GREENERGY	
Registration Number:	3444389	AMERICA'S BATTERY EXPERTS	
Serial Number:	85080022	X2POWER	
Serial Number:	77725776	BATTERIESPLUS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$165.00 3529047

ATTORNEY DOCKET NUMBER:	332659-00073
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	09/03/2010
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”) made as of September 2, 2010 by BATTERIES PLUS, LLC, a Wisconsin limited liability company (“**Grantor**”) in favor of ~~GE BUSINESS FINANCIAL SERVICES INC.~~, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (“**Grantee**”):

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement dated as of November 2, 2007 (as the same has been amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among Square Brands International, LLC, a Wisconsin limited liability company (the “**Borrower**”), Agent and Lenders, Lenders have agreed to make Loans and other financial accommodations available to the Borrower thereunder, and

WHEREAS, Grantor has, and certain Affiliates of Grantor have, delivered to Agent a Guaranty dated as of November 2, 2007 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the “**Guaranty**”), pursuant to which the Grantor has agreed to guaranty, for the benefit of Agent and the Lenders, the repayment and performance of the Obligations; and

WHEREAS, pursuant to the terms of a certain Guarantor Security Agreement dated as of November 2, 2007 among Grantor, Grantee and certain Affiliates of Grantor, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Obligations under the Guaranty.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of and symbolized by, each Trademark; and

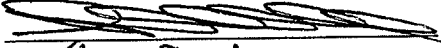
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

BATTERIES PLUS, LLC, a Wisconsin limited liability company

By: 
Name: Stephen D. Aronson
Title: Authorized Representative

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

GE BUSINESS FINANCIAL SERVICES INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

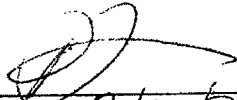
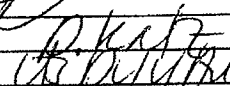
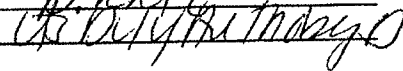
BATTERIES PLUS, LLC, a Wisconsin
limited liability company

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

GE BUSINESS FINANCIAL SERVICES INC.

By:  _____
Name:  _____
Title:  _____

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial Number	Application Date	Registration Number	Registration Date	Current Owner
X2 POWER	85080022	07/08/10	N/A	N/A	Batteries Plus, LLC
ASCENT BATTERY SUPPLY	78522526	11/24/04	3529047	11/04/08	Batteries Plus, LLC
ASCENT BATTERY SUPPLY	78980311	03/27/07	3455880	06/24/08	Batteries Plus, LLC
BATTERIESPLUS +	77725776	04/30/09	3725049	11/24/09	Batteries Plus, LLC
GREENERGY	77402747	02/21/08	3628191	05/26/09	Batteries Plus, LLC
AMERICA'S BATTERY EXPERTS	77278273	09/12/07	3444389	06/10/08	Batteries Plus, LLC