

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest - Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EnerSys Energy Products Inc.	FORMERLY f/k/a Hawker Energy Products Inc.	05/26/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	1455 Market Street
Internal Address:	5th Floor, Mail Code: CAS-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	a National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1213155	CYCLON
Registration Number:	3558873	CYCL N
Registration Number:	1667996	GENESIS
Registration Number:	3369181	ODYSSEY
Registration Number:	3461187	ODYSSEY THE EXTREME BATTERY
Registration Number:	3368815	TROLLING THUNDER
Registration Number:	3380671	TROLLING THUNDER THE EXTREME DUAL PURPOSE BATTERY

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128198200
 Email: fcutajar@whitecase.com

900193089

**TRADEMARK
 REEL: 004550 FRAME: 0576**

OP \$190.00 1213155

Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1130973-0002
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	05/27/2011

Total Attachments: 10
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GRANT OF SECURITY INTEREST IN U.S. PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, EnerSys Delaware Inc., a Delaware corporation with principal offices at 2366 Bernville Road, Reading, PA 19605, Esmco, Inc., a Delaware corporation, with principal offices at 14 Par la Ville Road, Hamilton HMJX, Bermuda, EnerSys Energy Products Inc., f/k/a Hawker Energy Products Inc., a Delaware corporation with principal offices at 617 North Ridgeview Drive, Warrensburg, MO 64093 (each, a "Grantor", and collectively "the Grantors"), does hereby pledge and grant to Bank of America, N.A., as Collateral Agent (the "Grantee") with principal offices at 1455 Market Street, 5th Floor, Mail Code: CAS-701-05-19, San Francisco, CA 94103, for the benefit of the Secured Creditors, a continuing security interest in, to and under all of the following: (i) all right, title and interest of the Grantor in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with the registrations and right to all renewals thereof, the goodwill of the business of such Grantor symbolized by the Marks and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; (ii) all of the right, title and interest of the Grantor in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, together with all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same and (iii) all Proceeds and products of any and all of the foregoing (collectively, the "Trademark and Patent Collateral").

Notwithstanding anything to the contrary contained herein, the Trademark and Patent Collateral shall at no time include any items which would at such time constitute Excluded Collateral, including any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a); provided, that upon the Grantor submitting an acceptable notice of such trademark's or service mark's use, such trademark or service mark shall no longer constitute Excluded Collateral.

THIS GRANT (this "Grant"), effective as of May 26, 2011, is made as security for the prompt and complete payment and performance when due of all the Obligations of the Grantor under the Security Agreement, among Grantor, the other assignors from time to time party thereto, and the Grantee, dated as of March 29, 2011 (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement"). Capitalized terms used, but not otherwise defined, in this Grant shall have the meanings given in the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

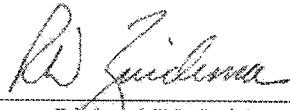
This Grant and the security interest granted hereunder shall terminate on the Termination Date. Upon written request of the Grantor, the Grantee, at the expense of the Grantor, shall execute, acknowledge and deliver to the Grantor (without recourse and without any representation or warranty) an instrument in writing in recordable form releasing the lien on and security interest in the Trademark and Patent Collateral under this Grant.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.


THIS GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS GRANT, THE GRANTOR AND THE GRANTEE EACH CONSENT, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. THE GRANTOR AND THE GRANTEE EACH IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS GRANT OR OTHER DOCUMENT RELATED THERETO. THE GRANTOR AND THE GRANTEE EACH WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, have caused this instrument to be executed under seal on the date first written above.

ESRMCO, INC., as Grantor

By 
Name: Richard W. Zuidema
Title: Vice President


ENERSYS ENERGY PRODUCTS, INC.,
ENERSYS DELAWARE, INC., as Grantors

By 
Name: Richard W. Zuidema
Title: President

STATE OF PENNSYLVANIA)
) ss.:

COUNTY OF BERKS)

On May 24, 2011, before me personally appeared Richard Zuidema to me known who, being by me duly sworn, did depose and say that s/he is the Vice President of ESRMCO, INC. and the President of ENERSYS DELAWARE, INC., ENERSYS ENERGY PRODUCTS, INC., described herein and which executed the foregoing instrument and that s/he signed his/her name thereto pursuant to the authority granted by ENERSYS DELAWARE, INC., ENERSYS ENERGY PRODUCTS, INC., ESRMCO, INC.



Notary Public
COMMONWEALTH OF PENNSYLVANIA
TARA PRATT, Notary Public
Born Twp., Berks County
My Commission Expires January 24, 2015

BANK OF AMERICA, N.A., as Collateral Agent,
as Grantee

By Chris Burk
Name: CHRIS BURK
Title: VICE PRESIDENT

SCHEDULE A

ENERSYS DELAWARE INC.

Mark	Serial/Reg. No.	Date of Registration
Lithium & Design United States	1953264	January 30, 1996
LEGACY	85186906	November 30, 2010

ESRMCO, INC.

Mark	Serial/Reg. No.	Date of Registration
COBRA	2081911	July 22, 1997
CONNECT WITH A LEADER (Stylized)	3504923	September 23, 2008
D (Stylized)	1450558	January 12, 1987
DEPTH CHARGER	1785355	August 3, 1993
DESERTHOG	2815089	February 17, 2004
DOUGLAS LEGACY POWER SYSTEM & DESIGN	2128001	January 1, 1998
ENERSYS	2709460	April 22, 2003
ENERSYS IRONCLAD DESERTHOG TUBULAR SINCE 1910 & Design	3505175	September 23, 2008
ENERSYS IRONCLAD LOADHOG TUBULAR SINCE 1910 & Design	3505172	September 23, 2008
ENERSYS IRONCLAD SMARTHOG TUBULAR SINCE 1910 & Design	3505173	September 23, 2008
ENERSYS IRONCLAD SUPERHOG TUBULAR SINCE 1910 & Design	3505174	September 23, 2008

Mark	Serial/Reg. No.	Date of Registration
ENERSYS IRONCLAD WORKHOG TUBULAR SINCE 1910	3505176	September 23, 2008
ENERSYS POWER/FULL SOLUTIONS & Design	3058715	February 14, 2006
ENFORCER	3486071	August 12, 2008
EON	3172203	November 14, 2006
EXPRESS	3430696	May 20, 2008
EXPRESS FAST CHARGER	2931609	September 10, 2002
FIBERSAFE	3673651	August 25, 2009
GENERAL BATTERY	3605478	April 14, 2009
GUARDIAN	2064276	May 27, 1997
GROUNDHOG	3372782	January 22, 2008
GROUNDHOG ENERSYS & Design	3391658	March 4, 2008
HUP	1758119	March 16, 1993
HUP. THE BETTER BUILT BATTERY	1758118	March 16, 1993
IRONCLAD	2865140	July 20, 2004
IRONCLAD & Design	82,219	June 26, 2001
LEGACY	1775785	June 8, 1993
LOADHOG	3423887	May 6, 2008
LOADHOG & Design	1725132	October 20, 1992
LOADHOG EXPRESS	3119679	July 25, 2006
POWER/FULL REWARDS	3781846	April 27, 2010
PRO SERIES & Design	3575078	February 17, 2009

Mark	Serial/Reg. No.	Date of Registration
PRO SERIES	3474523	July 29, 2008
SAFEGUARD	2303976	December 28, 1999
SMARTHOG	2229379	March 2, 1999
SUPERHOG & Design	1732555	November 17, 1992
SUPERHOG	3372261	January 22, 2008
SYSTEMSAFE	3538242	January 25, 2008
THE GENERAL	2084828	July 29, 1997
WORKHOG	2357889	June 13, 2000

ENERSYS ENERGY PRODUCTS INC. (F/K/A HAWKER ENERGY PRODUCTS INC.)

Mark	Serial/Reg. No.	Date of Registration
CYCLON	1213155	October 19, 1982
CYCLON & Design	3558873	January 6, 2009
GENESIS	1667996	December 10, 1991
ODYSSEY	3369181	January 15, 2008
ODYSSEY THE EXTREME BATTERY	3461187	July 8, 2008
TROLLING THUNDER	3368815	January 15, 2008
TROLLING THUNDER THE EXTREME DUAL PURPOSE BATTERY	3380671	February 18, 2008

SCHEDULE B

ENERSYS DELAWARE INC.

Registration Number	Filing Date	Title
6153335	September 25, 1998	Battery Cell Construction including fibrous mat separator
6641951	November 28, 2000	Battery Cell Tray Assembly and System
7740142	April 2, 2004	Battery Construction for mounting a shelved rack
7548429	January 31, 2006	Battery Storage System
6162559	September 21, 1998	Compressed Battery System for Motive Power Applications
6482541	October 31, 2000	Battery sleeve frame
6361897	June 22, 1999	Dual terminal battery for modular power supply and power supply

ENERSYS ENERGY PRODUCTS INC. (F/K/A Hawker Energy Products, Inc.)

Registration Number	Filing Date	Title
6534212 WO/01/89007 PCT/US01/14599	May 5, 2000	High Performance battery and current collector therefor (equiv. EP1279198)
D383434	October 18, 1995	Stress resistant battery (design)
5380603	March 12, 1993	Battery terminal seal
5182178	May 21, 1992	Suppression of electrolyte leakage from the terminal of a lead-acid battery
5380603	March 12, 1993	Battery terminal seal
5389465	January 26, 1994	Snap fit battery case and method
5637419	January 30, 1996	Up and through battery intercell weld
5663015	October 18, 1995	Sealant gasketing plastic nut battery terminal seal
5686202	October 18, 1995	Stress resistant battery configuration
5834134	May 23, 1996	Sealant gasketing plastic nut

Registration Number	Filing Date	Title
		battery terminal seal
6534212	May 5, 2000	High performance battery and current collector therefor
D383434	October 18, 1995	Stress resistant battery

ESRMCO, INC.

Registration Number	Filing Date	Title
6784636 WO0131729 PCT/GB00/04117	October 27, 1999	Multi cell battery
6784636	September 30, 2002	Multi-cell battery