

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BATTERIES PLUS, LLC		10/17/2011	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	GE BUSINESS FINANCIAL SERVICES INC., AS AGENT
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3963488	CONTENDER
Registration Number:	3959371	WERKER
Registration Number:	3887973	EVERY BATTERY. EVERY BULB. EVERY TIME.
Registration Number:	3887960	ADD POWER TO YOUR LIFE
Registration Number:	3887956	THE REPLACE IT PLACE
Registration Number:	3909173	GREENERGY
Registration Number:	3901836	ULTRA LAST
Registration Number:	3898024	NUON
Registration Number:	3926312	BULBS PLUS
Registration Number:	3955295	BATTERIES BULBS
Registration Number:	3373660	MEDCEL
Registration Number:	3322549	BATTERIES PLUS
Registration Number:	3409732	QUALTECH BATTERY SOLUTIONS
Registration Number:	3636882	XTREME

**TRADEMARK**

**900205719**

**REEL: 004649 FRAME: 0627**

**CH \$390.00 3963488**

Registration Number:

3349408

SQUARE BRANDS

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

332659-00073

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

10/27/2011

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”) made as of October 17, 2011 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. Bronson  
Title: Authorized Signatory

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

**GE BUSINESS FINANCIAL SERVICES INC.,  
as Agent**

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.**,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Danielle Katz
Duly Authorized Signatory

**Schedule 1 to Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Serial Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Current Owner</b>
<b>CONTENDER</b>	85042399	05/19/10	3963488	05/17/11	Batteries Plus, LLC
<b>WERKER</b>	77966284	03/23/10	3959371	05/10/11	Batteries Plus, LLC
<b>EVERY BATTERY, EVERY BULB, EVERY TIME.</b>	77939600	02/19/10	3887973	12/07/10	Batteries Plus, LLC
<b>ADD POWER TO YOUR LIFE</b>	77937466	02/17/10	3887960	12/07/10	Batteries Plus, LLC
<b>THE REPLACE IT PLACE</b>	77936792	02/16/10	3887956	12/07/10	Batteries Plus, LLC
<b>GREENENERGY</b>	77898357	12/21/09	3909173	01/18/11	Batteries Plus, LLC
<b>ULTRA LAST</b>	77891245	12/11/09	3901836	01/04/11	Batteries Plus, LLC
<b>NUON</b>	77870320	11/11/09	3898024	12/28/10	Batteries Plus, LLC
<b>BULBS PLUS</b>	77724672	04/29/09	3926312	03/01/11	Batteries Plus, LLC
<b>BATTERIES BULBS</b>	77663192	02/04/09	3955295	05/03/11	Batteries Plus, LLC
<b>MEDCEL</b>	77089341	01/23/07	3373660	01/22/08	Batteries Plus, LLC
<b>BATTERIES PLUS</b>	77057569	12/05/06	3322549	10/30/07	Batteries Plus, LLC
<b>QUALTECH BATTERY SOLUTIONS</b>	77003410	09/04/07	3409732	04/08/08	Batteries Plus, LLC
<b>XTREME</b>	78871434	04/24/07	3636882	01/09/09	Batteries Plus, LLC
<b>SQUARE BRANDS</b>	78522493	09/01/07	3349408	12/04/07	Batteries Plus, LLC