

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ener1, Inc.,		03/30/2012	CORPORATION:
EnerDel, Inc.,		03/30/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis,		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85101226		
Serial Number:	85101207	ENER1	
Serial Number:	77289586	ENERDEL	
Serial Number:	85101219	ENERDEL	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave,		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	71605.0090/KRIS VILLARREA		

CH \$115.00 85101226

NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	04/09/2012
<p>Total Attachments: 5 source=Ener1#page1.tif source=Ener1#page2.tif source=Ener1#page3.tif source=Ener1#page4.tif source=Ener1#page5.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2012, by **Ener1, Inc.**, a Florida Corporation and **EnerDel, Inc.**, a Delaware corporation (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of **Wilmington Trust, National Association**, in its capacity as collateral agent for the Secured Parties under the Collateral Agreement (defined below) (herein, "**Grantee**");

WITNESSETH

WHEREAS, Grantors, one or more of its affiliates, Grantee and the lenders identified therein (the "**Lenders**") are parties to that certain Loan Agreement dated as of March 30, 2012 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Loan Agreement**"), providing for extensions of credit to be made to each Grantor (or one or more affiliates thereof) by the Lenders; and

WHEREAS, pursuant to the terms of that certain Collateral Agreement dated as of March 14, 2012 among Grantors, one or more of their affiliates and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Collateral Agreement**"), each Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in certain assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement and Collateral Agreement. The Loan Agreement and Collateral 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 Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such 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, renewals, 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 forgoing, including without limitation, any claim by such 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.

[Signature page follows]

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

ENER1, INC.

By 
Its CEO

ENERDEL, INC.

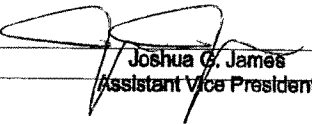
By 
Its CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004752 FRAME: 0853

Agreed and Accepted
As of the Date First Written Above

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By  _____
Its _____ **Joshua G. James** _____
Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004752 FRAME: 0854

Schedule B

Trademarks

Attached

Entity	Trademark Name	Serial Number	Registration Number
Ener1, Inc.	Illusion Drawing without Words	85101226	n/a
Ener1, Inc.	Illusion Drawing w/ Words	85101207	n/a
EnerDel, Inc.	EnerDel	77289586	3609561
EnerDel, Inc.	Standard Character Mark	77289586	3609561
EnerDel, Inc.	Illusion Drawing w/ Words	85101219	n/a