

## 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		12/20/2012	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc., as Agent		
Street Address:	500 West Monore Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77932867	BATTERIESPLUS LIGHT BULBS	
Serial Number:	85273468	ASCENT SUPPLY	
Serial Number:	76477203	POWERTHAT LLC -- BATTERIES FOR EVERYTHING AND ANYTHING	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8307		
Email:	latiffany.brown@kattenlaw.com		
Correspondent Name:	LaTiffany Brown c/o Katten Muchin Rosenm		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332659-73		
NAME OF SUBMITTER:	LaTiffany Brown		

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Signature:	/LaTiffany Brown/
Date:	12/20/2012
Total Attachments: 5 source=Batteries+ - Executed Trademark Security Agreement#page1.tif source=Batteries+ - Executed Trademark Security Agreement#page2.tif source=Batteries+ - Executed Trademark Security Agreement#page3.tif source=Batteries+ - Executed Trademark Security Agreement#page4.tif source=Batteries+ - Executed Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”) made as of December 20, 2012 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 Signatory

Agreed and Accepted  
As of the Date First Written Above

**GRANTEE:**

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

By:   
Name: Danielle Katz  
Title: Its 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>BATTERIESPLUS LIGHT BULBS</b>	77932867	02/10/10			Batteries Plus, LLC
<b>ASCENT SUPPLY</b>	85273468	03/22/11	4206953	09/11/12	Batteries Plus, LLC
<b>POWERHAT LLC – BATTERIES FOR EVERYTHING AND ANYTHING</b>	76477203	12/20/02	2861063	07/06/04	Batteries Plus, LLC