

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Battery Solutions, Inc.		12/19/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Battery Solutions Holdings, LLC		
Street Address:	551 Fifth Avenue, 14th Floor		
Internal Address:	c/o 551 Capital Management, LLC, c/o Jonathan Rose Companies		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10176		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1941963	BATTERY SOLUTIONS INC.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	gstorer@goodwinprocter.com		
Correspondent Name:	Gessingga Storer		
Address Line 1:	53 State St.		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	128437-218843		
NAME OF SUBMITTER:	Gessingga N. Storer		
Signature:	/Gessingga N. Storer/		

OP \$40.00 1941963

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 REEL: 004940 FRAME: 0940**

Date:

01/11/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 19th day of December, 2012, by and between Battery Solutions, Inc., a corporation organized and existing under the laws of Michigan, and having a usual place of business at 5900 Brighton Pines Ct., Michigan ("Assignor") and Battery Solutions Holdings, LLC, a limited liability company organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademark set forth on Exhibit A attached hereto and incorporated herein by reference (the "Mark");

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Sale Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Mark and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

"Assignor"

BATTERY SOLUTIONS, INC.
a Michigan corporation

By: Christopher R. Sova
Christopher R. Sova, President

"Assignee"

BATTERY SOLUTIONS HOLDINGS, LLC
a Delaware limited liability company
By: Battery Solutions, Inc., its sole member

By: Christopher R. Sova
Christopher R. Sova, President

Signature page to Trademark Assignment