

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
Trojan Battery Company, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Safe-Start, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1975544	POWERTRON	
Registration Number:	1559637	POWERTRON	
Registration Number:	2076626	POWERTRON	
Registration Number:	3907118	T2	
Registration Number:	1476666	SEA STALLION	
Registration Number:	1914599		
Registration Number:	3303457	CLEAN ENERGY FOR LIFE	
Registration Number:	1813578	TROJAN	
Registration Number:	2484338	ALPHA PLUS	
Registration Number:	3325738	SUREVENT	
Registration Number:	3265757	FLOWBRIDGE	
Registration Number:	2756563		

CH \$540.00 1975544

Registration Number:	1833725	
Registration Number:	2344031	MAXGUARD
Registration Number:	650432	MILEAGE MASTER
Registration Number:	4088317	OVERDRIVE AGM 31
Registration Number:	1549847	PACER
Registration Number:	3604658	DEEP-CYCLE GEL
Registration Number:	4050530	TRANSPower
Registration Number:	3717522	HYDROLINK
Registration Number:	4135303	POWERTRON

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:	207170-592
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	06/28/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 28, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 28, 2013 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.

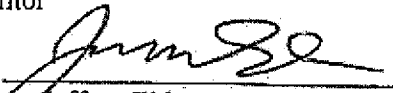
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

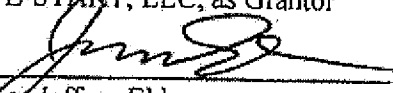
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TROJAN BATTERY COMPANY, LLC, as
Grantor

By: 
Name: Jeffrey Elder
Title: President and Chief Executive Officer

SAFE-START, LLC, as Grantor

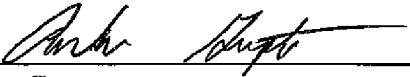
By: 
Name: Jeffrey Elder
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005058 FRAME: 0970

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Ankur Gupta

Title: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Please see Exhibit 1, attached hereto. All trademarks listed on Exhibit 1 are held by Trojan Battery Company, LLC.

The following is a list of Safe-Start, LLC's Marks, which Safe-Start, LLC was assigned pursuant to that certain Trademark Assignment, dated December 30, 2010, by and between Safe-Start, LLC and Royal Battery Distributors, Inc. (formerly known as Royal Battery Distributors Acquisition Company, Inc.):

Mark	Reg. No./Date
POWERTRON	1,975,544 05/28/1996
POWERTRON	1,559,637 10/10/1989
POWERTRON	2,076,626 07/08/1997

2. TRADEMARK APPLICATIONS

Please see Exhibit 1, attached hereto. All trademark applications listed on Exhibit 1 are held by Trojan Battery Company, LLC.

Exhibit 1 to Trademark Security Agreement

FILE NUMBER	TITLE	APPLICATION NUMBER	DATE FILED	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
1275TB0001	TRAVELER WORDMARK	85/778,165	Nov 13, 2012	Pending		
1275TB00010	T2	85/022,972	Apr 26, 2010	Registered	3,907,118	Jan 18, 2011
1275TB0002	SEA STALLION WORD	73/667,451	Jun 19, 1987	Registered	1476666	Feb 16, 1988
1275TB0003	MAROON (COLOUR)	74/450,387	Oct 20, 1993	Registered	1914599	Aug 29, 1995
1275TB0004	CLEAN ENERGY FOR LIFE WORD	78/470,905	Aug 20, 2004	Registered	3303457	Oct 2, 2007
1275TB0005	RANGER WORD	85/793,252	Dec 3, 2012	Pending		
1275TB0006	TROJAN (WORDMARK)	74/381,786	Apr 19, 1993	Registered	1813578	Dec 28, 1993
1275TB0007	ALPHA PLUS WORD	75/751,525	Jul 15, 1999	Registered	2484338	Sep 4, 2001
1275TB0008	SUREVENT WORD	78/470,137	Aug 19, 2004	Registered	3325738	Oct 30, 2007
1275TB0009	FLOWBRIDGE	78/466,380	Aug 12, 2004	Registered	3265757	Jul 17, 2007
1275TB0011	WINGED HORSE DESIGN	75/872,625	Dec 15, 1999	Registered	2756563	Aug 26, 2003
1275TB0012	FLYING HORSE (DESIGN)	74/381,783	Apr 19, 1993	Registered	1833725	May 3, 1994
1275TB0013	MAXGUARD WORD	75/437,833	Feb 20, 1998	Registered	2344031	Apr 18, 2000
1275TB0014	MILEAGE MASTER WORD	71/683,000	Mar 7, 1955	Registered	650432	Aug 20, 1957
1275TB0015	OVERDRIVE AGM 31	77/768,311	Jun 25, 2009	Registered	4088317	Jan 17, 2012
1275TB0016	PACER	73/667,449	Jun 19, 1987	Registered	1549847	Aug 1, 1989
1275TB0018	DEEP-CYCLE GEL (LOGO)	77/466,063	Mar 5, 2008	Registered	3604658	Apr 7, 2009
1275TB0019	TRANSPower (WORD MARK)	85/131,141	Sep 16, 2010	Registered	4050530	Nov 1, 2011
1275TB0021	HYDROLINK (WORD MARK)	77/581,600	Sep 29, 2008	Registered	3717522	Dec 1, 2009
1275TB0022	POWERTRON	85/413,076	Sep 1, 2011	Registered	4135303	May 1, 2012