

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		12/19/2013	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	GE Business Financial Services Inc., as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85841432	BATTERIES PLUS BULBS
Registration Number:	4353192	BATTERIES + BULBS
Registration Number:	4438602	BATTERIES + BULBS
Registration Number:	4397808	GET WHAT YOU NEED
Registration Number:	4403059	BATTERIES + BULBS

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: 312.577.8034
 Email: oscar.ruiz@kattenlaw.com
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
 Address Line 1: 525 West Monroe Street
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-73	TRADEMARK
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CH \$140.00 85841432

NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	12/19/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("**Agreement**") made as of December 19, 2013 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


Trademark Security Agreement

TRADEMARK
REEL: 005177 FRAME: 0577

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

Trademark Security Agreement

TRADEMARK
REEL: 005177 FRAME: 0578

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number	Application Date	Registration Number	Registration Date	Current Owner
BATTERIES PLUS BULBS	85841432	02/05/13	N/A	N/A	Batteries Plus, LLC
BATTERIES + BULBS	85739117	09/26/12	4353192	06/18/13	Batteries Plus, LLC
BATTERIES + BULBS	85739119	09/26/12	4438602	11/26/12	Batteries Plus, LLC
GET WHAT YOU NEED	85766150	10/29/12	4397808	09/03/13	Batteries Plus, LLC
BATTERIES + BULBS	85841422	02/05/13	4403059	09/17/13	Batteries Plus, LLC