

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308011

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trojan Battery Company, LLC		06/12/2014	LIMITED LIABILITY COMPANY: DELAWARE
Safe-Start, LLC		06/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 W Monroe Street
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
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	
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

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85793252	RANGER
Serial Number:	86142305	RELIANT
Serial Number:	86112168	SMART CARBON
Serial Number:	86112175	C-MAX TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-592
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	06/18/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 12, 2014, 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 12, 2014 (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 12, 2014 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.

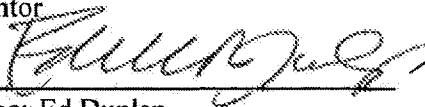
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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: Ed Dunlap
Title: Chief Financial Officer

SAFE-START, LLC, as Grantor

By: _____
Name: Thomas Sudderth
Title: Chief Financial Officer, Chief Operating
Officer & Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005305 FRAME: 0088

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: Ed Dunlap
Title: Chief Financial Officer

SAFE-START, LLC, as Grantor

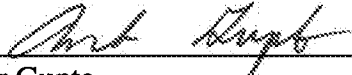
By: _____
Name: Thomas Sudderth
Title: Chief Financial Officer, Chief Operating
Officer & Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005305 FRAME: 0089

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

Title	Registration Number	Registration Date
T2	3,907,118	Jan 18, 2011
SEA STALLION WORD	1476666	Feb 16, 1988
MAROON (COLOUR)	1914599	Aug 29, 1995
CLEAN ENERGY FOR LIFE WORD	3303457	Oct 2, 2007
TROJAN (WORDMARK)	1813578	Dec 28, 1993
ALPHA PLUS WORD	2484338	Sep 4, 2001
SUREVENT WORD	3325738	Oct 30, 2007
FLOWBRIDGE	3265757	Jul 17, 2007
WINGED HORSE DESIGN	2756563	Aug 26, 2003
FLYING HORSE (DESIGN)	1833725	May 3, 1994
MAXGUARD WORD	2344031	Apr 18, 2000
MILEAGE MASTER WORD	650432	Aug 20, 1957
OVERDRIVE AGM 31	4088317	Jan 17, 2012
PACER	1549847	Aug 1, 1989
DEEP-CYCLE GEL (LOGO)	3604658	Apr 7, 2009
TRANSPower (WORD MARK)	4050530	Nov 1, 2011
HYDROLINK (WORD MARK)	3717522	Dec 1, 2009
POWERTRON	4135303	May 1, 2012

2. TRADEMARK APPLICATIONS

Title	Application Number	Application Date
RANGER WORD	85/793,252	Dec 3, 2012
RELIANT	86/142,305	Dec 12, 2013
SMART CARBON	86/112,168	Nov 6, 2013
C-MAX TECHNOLOGY	86/112,175	Nov 6, 2013