

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northeast Battery & Alternator, LLC	FORMERLY Northeast Battery & Alternator, Inc.	03/04/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund III, L.P.		
Street Address:	201 Tresser Boulevard		
Internal Address:	Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3050134	NORTHEAST BATTERY	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<i>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.</i>			
Phone:	8602758285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	34694.0002		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	03/13/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 4, 2015, is made by and among **NORTHEAST BATTERY & ALTERNATOR, LLC, f/k/a Northeast Battery & Alternator, Inc.** ("Grantor") and **BROOKSIDE MEZZANINE FUND III, L.P.** ("Agent"), as collateral agent for the Lenders (defined below), each having a business location at the address set forth below next to its signature below.

Recitals

A. Grantor, Agent, the lenders party thereto from time to time (the "Lenders"), among others, are parties to a certain Subordinated Loan and Security Agreement (as amended, supplemented or restated from time to time, the "Loan Agreement") dated as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Grantor.

B. As a condition to extending credit to or for the account of the Grantor, Lenders have required the execution and delivery of this Agreement.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Grantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants Agent, for the benefit of itself and the Lenders, a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Loan Agreement. Upon the termination of this Agreement, Agent shall execute all documents, and take all actions reasonably requested by the Grantor to evidence and record the release of the Lien on the Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Address:
240 Washington Street
Route 20
Auburn, MA 01501

**NORTHEAST BATTERY &
ALTERNATOR, LLC, f/k/a Northeast
Battery & Alternator, Inc.**

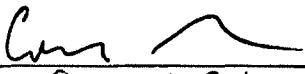
By: _____
Name: John R. Tilly
Its: President and Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement – Mezz]

Address:
201 Tresser Blvd, Suite 330
Stamford, CT 06901

BROOKSIDE MEZZANINE FUND III, L.P.

**By: Brookside Mezzanine Partners III, LLC
Its General Partner**

By: 
Name: Corey L. Sclar
Its: Managing Partner

[Signature Page to Trademark Security Agreement – Mezz]

**TRADEMARK
REEL: 005477 FRAME: 0410**

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
NORTHEAST BATTERY	3,050,134	January 24, 2006

APPLICATIONS

None.