CH \$90.00 2250

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM335061

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/24/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C&D Technologies, Inc.		03/12/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Crown Battery Manufacturing Company	
Street Address:	1445 Majestic Drive	
City:	Fremont	
State/Country:	OHIO	
Postal Code:	43420-0990	
Entity Type:	CORPORATION: OHIO	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2250494	V-LINE
Registration Number:	3182155	C-LINE
Registration Number:	3440435	VELOCITY

CORRESPONDENCE DATA

Fax Number: 2156894934

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: 215-979-1191

Email: nkmclaughlin@duanemorris.com

Correspondent Name: Nicole K. McLaughlin, Duane Morris LLP

Address Line 1: 30 South 17th Street

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER:	C6494-00462
NAME OF SUBMITTER:	Nicole K McLaughlin
SIGNATURE:	/Nicole K. McLaughlin/
DATE SIGNED:	03/13/2015

Total Attachments: 4

source=C&DAssignment#page1.tif

source=C&DAssignment#page2.tif
source=C&DAssignment#page3.tif
source=C&DAssignment#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made effective as of October 24, 2012 ("Effective Date") by C&D Technologies, Inc., a Delaware corporation with its principal place of business at 1400 Union Meeting Road, Blue Bell, Pennsylvania 19422-0858 ("<u>Assignor</u>") to Crown Battery Manufacturing Company, an Ohio corporation with its principal place of business at 1445 Majestic Drive, Fremont, Ohio 43420-0990 ("<u>Assignee</u>").

WHEREAS, Assignor owns the marks set forth on the attached "Schedule A" and the goodwill of the business symbolized by and associated with those marks in Canada, Mexico, and the United States (these three countries comprising "the Territory"), which marks were embodied by registrations in the United States Patent and Trademark Office and, for two of the marks, in Canada and Mexico (the marks collectively referred to as "the Marks");

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Marks in the Territory; and

WHEREAS, Assignee desires to acquire from Assignor all of its right, title, and interest in, to, and under the Marks in the Territory.

NOW, THEREFORE, for good and valuable consideration as set forth in a separate agreement between the parties entitled "Trademark And Know-How License Agreement" and dated October 24, 2007, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Marks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the Territory, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, Canada, and Mexico, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of October 24, 2012 or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Marks under this Assignment.
- 3. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely

within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

4. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

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

Dated:		ASSIGNOR C&D Technologies, Inc. By: Name: Title: \[\lambda \colon \lambda
Dated:	, 2015	ASSIGNEE Crown Battery Manufacturing Company By: Name:

SCHEDULE A

TRANSFERRED TRADEMARKS

U.S. Trademark Registrations:

Mark:	Goods:	Serial No./ Filing Date:	Registration No./ Registration Date
V-LINE	Batteries, IC 9	75/371,952 10/14/1997	2,250,494 6/1/1999
C-LINE	Industrial batteries, IC 9	76/252,543 5/4/2001	3,182,155 12/12/2006
VELOCITY	Industrial battery and battery charger module for use in the material handling industry, IC 9	77/304,294 10/15/2007	3,440,435 6/3/2008

Foreign Trademark Registrations:

Country:	Mark:	Goods:	Serial No./ Filing Date:	Registration No./ Registration Date
Canada	V-LINE	Batteries	874,932 4/14/1998	TMA 528,312 5/24/2000
Canada	C-LINE	Industrial batteries	1,119,275 10/23/2001	TMA 641,940 6/14/2005
Mexico	V-LINE	Batteries	329306 04/14/1998	624704 9/27/1999
Mexico	C-LINE	Industrial batteries	515029 11/05/2001	879882 4/29/2005

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)	SS:
COUNTY OF Montgomery)	
On this 12 day of 12015, before me, the uppersonally appeared 1200 And 1200 who being of himself/herself to be the 11 Gian Cause (Title) of 120 he/she, as such officer, being authorized to do so, executed to the purposes recited in that document.	iuly swom, did acknowledge Laviologic ((Company), and that
IN WITNESS WHEREOF, I hereunto set my hand a	and official seal.
Rts Biell	Notary Public
My Commission Expires: Nava 22, 2017	
[Seal] COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL RITA BIEHL, Notary Public Whilpain Twp., Montgomery County My Commission Expires March 22, 2017	

RECORDED: 03/13/2015