

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338344

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&D Technologies, Inc.		12/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UNIPOWER, LLC		
Street Address:	3900 Coral Ridge Drive		
City:	Coral Springs		
State/Country:	FLORIDA		
Postal Code:	33065		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2979095	SAGEON	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	125616/202134		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	04/16/2015		
Total Attachments: 4			
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OP \$40.00 2979095

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated as of December 19, 2014, is by and between C&D Technologies, Inc., a Delaware corporation having a principal place of business at 1400 Union Meeting Road, Blue Bell, PA 19422 (“Assignor”), and Unipower, LLC, a Delaware limited liability company having a principal place of business at 3900 Coral Ridge Drive, Coral Springs, FL 33065 (“Assignee”).

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the “Marks”);

WHEREAS, Assignee has entered into that certain Asset Purchase Agreement (the “Purchase Agreement”) with Assignor, dated December 19, 2014, pursuant to which Assignee is purchasing certain assets of Assignor, including the Marks and the goodwill of business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor does hereby assign, sell and transfer to Assignee, and its successors, assigns and legal representatives, all right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto.
2. Assignor does also hereby assign, sell and transfer to Assignee, and its successors, assigns and legal representatives, all claims for damages for reason of past or current infringement of the Marks, as well as the right to sue for and collect the same for its own use and enjoyment.
3. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns and legal representatives in accordance with the terms of this instrument.
4. Multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

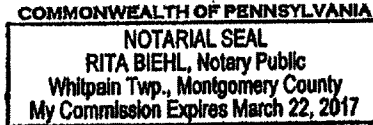
C&D TECHNOLOGIES, INC.

By: [Signature]
Name: Christian Rheault
Title: President

NOTARIZATION

On this 18 day of December, 2014, before me, the undersigned Notary Public, personally appeared Christian Rheault, proved to me through satisfactory evidence of identification, which was/were passport, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature: Rita Biehl]
Signature of Notary



My Commission Expires: March 22, 2017

UNIPOWER, LLC

By: _____
Name: _____
Title: _____

NOTARIZATION

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

My Commission Expires: _____

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

C&D TECHNOLOGIES, INC.

By: _____
Name:
Title: President

NOTARIZATION

On this ____ day of _____, 2014, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

My Commission Expires: _____

UNIPOWER, LLC

By: John G. Heindel
Name: John G. Heindel
Title: CEO

NOTARIZATION

On this 18th day of December, 2014, before me, the undersigned Notary Public, personally appeared John Heindel, proved to me through satisfactory evidence of identification, which was/were Personally Known, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Joseph Rengen
Signature of Notary

My Commission Expires: 8-1-2017



JOSEPH HILTON RENGEN
MY COMMISSION # FF 003756
EXPIRES: August 1, 2017
Bonded Thru Budget Notary Services

Schedule A

MARK	Country	Appl. Date	Appl. No.	Reg. Date	Reg. No.
SAGEON	U.S.	8/4/2003	78/282,927	7/26/2005	2,979,095
SAGEON	Canada	11/6/2003	1,195,304	11/20/2006	677,341