

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Amended and Restated Trademark Collateral Assignment and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
C&D Technologies, Inc.		10/23/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	100 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86517102	PURE PB	
<b>Registration Number:</b>	1536186	GUARDSMAN	
<b>Registration Number:</b>	4807763	LIBERTY DCS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Susan O'Brien		
<b>Address Line 1:</b>	187 Wolf Road, Suite 101		
<b>Address Line 2:</b>	CT Lien Solutions		
<b>Address Line 4:</b>	Albany, NEW YORK 12205		
<b>NAME OF SUBMITTER:</b>	Susan O'Brien		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	10/27/2015		
<b>Total Attachments: 22</b>			
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SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated October 23, 2015, is by and between C&D TECHNOLOGIES, INC., a Delaware corporation ("Debtor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for Secured Parties, as such term is defined in the Loan Agreement, as hereinafter defined (in such capacity, "Agent").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor, certain affiliates of Debtor, Agent and the entities from time to time party to the Existing Loan Agreement (as hereinafter defined) as lenders (each a "Lender" and collectively, "Lenders") entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations as set forth in the Amended and Restated Loan and Security Agreement, dated April 9, 2010, by and among Debtor, certain affiliates of Debtor, Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Existing Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Existing Loan Agreement and the Existing Trademark Agreement (as hereinafter defined), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Existing Financing Agreements");

WHEREAS, Debtor and Agent have previously entered into the Amended and Restated Trademark Collateral Assignment and Security Agreement, dated April 9, 2010 (as heretofore amended, modified or supplemented, the "Existing Trademark Agreement"), pursuant to which Debtor pledged to Agent all of its right, title and interest in and to the Collateral (as hereinafter defined) to secure the payment and performance of the obligations under the Existing Financing Agreements;

WHEREAS, Agent, Lenders, Debtor and certain affiliates of Debtor, have or are about to amend and restate the Existing Loan Agreement and certain other Existing Financing Agreements, pursuant to which amendment and restatement Agent, Lenders, Debtor and certain affiliates of Debtor will amend and restate the terms of the Existing Loan Agreement as set forth in the Second Amended and Restated Loan and Security Agreement, dated as of the date hereof,

by and among Agent, Lenders, Debtor and certain affiliates of Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to continue to make loans and advances and provide other financial accommodations to Debtor and certain affiliates of Debtor pursuant thereto, Debtor has agreed to (a) amend and restate the Existing Trademark Agreement by executing and delivering to Agent this Agreement, (b) confirm its prior pledge and grant to Agent, for itself and the benefit of the other Secured Parties (as defined in the Loan Agreement), of a security interest in and lien upon, all of its right, title and interest in and to the Collateral (as defined below) to secure payment and performance of all Obligations (as defined in the Loan Agreement), and (c) deliver to Agent any and all other documents which Agent deems reasonably necessary to protect Agent's interests hereunder.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants to Agent, for itself and for the benefit of Secured Parties, and confirms, reaffirms and restates its prior grant to Agent of, a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office ("CIPO") or in any similar office or agency of the United States, Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles, logos and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints, recordings and labels on which such trademarks, trade names, trade styles, logos and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any

time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue or bring other rights of action for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent, for the benefit of Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the best knowledge of Debtor, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed

with the Commissioner of Patents and Trademarks or any other appropriate federal, state, provincial, territorial or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office, CIPO or any similar office or agency in the United States, Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Agent and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If Debtor files any application for the registration of a Trademark with the United States Patent and Trademark Office, CIPO or any similar office or agency in the United States or Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, Debtor shall give Agent prompt written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or CIPO or in any similar office or agency in the United States or Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, Canada, any State, Province or Territory thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Agent to evidence the security interest in and collateral assignment of such Trademark in favor of Agent.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, illegal, unenforceable, avoided, or avoidable. Debtor shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, illegal, avoided, or avoidable.

(j) Debtor shall render any assistance, as Agent shall reasonably determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office or CIPO, any federal, provincial, territorial or state court, or any similar office or agency in the United States, Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best knowledge of Debtor, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent and Lenders, including, without limitation, the creation, validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the legality, validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Agent, Debtor, at Debtor's sole expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage, or expense (including professionals and attorneys' fees and legal expenses or an attorney and his own client basis) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Agent for any and all reasonable expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' and professionals' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Agent set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Agent, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

## 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, Canada, its territories, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving often (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In compliance with applicable law, Agent may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or any employee or employees of Agent or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and/or manager) of any Collateral of Debtor (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of the Debtor, to the extent provided under applicable law, and not Agent, and Agent shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease, license or otherwise



dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the applicable Debtor wherein the Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Agent, all money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Agent. Every such Receiver may, in the discretion of the Agent, be vested with all or any of the rights and powers of the Agent. The Agent, may, either directly or through its agents or nominees, exercise any or all powers and rights given to a Receiver by virtue of the foregoing provisions of this paragraph.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs reasonably incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' and professionals' fees and legal expenses. Debtor agrees that Agent and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(f) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' and professionals' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations in such order and manner as may be authorized or required by the Financing Agreements. Debtor shall remain liable to Agent for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Agent set forth in the Loan Agreement.

(g) Debtor shall supply to Agent or to Agent's designee Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(h) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State

of New York but excluding any principles of conflict of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, whichever Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Debtor and Agent or any Lender in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed immediately upon receipt thereof by Debtor, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANYWAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Agent and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: C&D Technologies, Inc.  
1400 Union Meeting Road  
Blue Bell, Pennsylvania 19422  
Attention: Timothy Hughes  
Telephone No.: (215) 619-7835  
Telecopy No.: (215) 619-7841

If to Agent and Lenders: Wells Fargo Bank, National Association  
100 Park Avenue  
New York, New York 10017  
Attention: Portfolio Manager – C&D Technologies  
Telephone No.: 212-840-2000  
Telecopy No.: 212-545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words “hereof,” “herein,” “hereunder,” “this Agreement” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term “Person” or “person” herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited or unlimited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Loan Agreement.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be illegal, invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other means of electronic transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other means of electronic transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

## 8. ACKNOWLEDGMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that Debtor is indebted to Agent and Secured Parties in respect of any obligations, liabilities or indebtedness for loans, advances and letter of credit accommodations under the Existing Loan Agreement, the Existing Trademark Agreement and the other Existing Financing Agreements, together with all interest accrued and accruing thereon, and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by Debtor to Agent and Secured Parties without offset, defense, or counterclaim of any kind, nature or description whatsoever. Debtor hereby ratifies, assents, adopts and agrees to pay all of the Obligations arising before, on or after the date hereof.

(b) Debtor hereby acknowledges, confirms and agrees that Agent has and shall continue to have, for itself and the benefit of Secured Parties, valid, enforceable and perfected first priority security interests in and liens upon all of the Collateral heretofore granted to Agent pursuant to the Existing Trademark Agreement to secure all of the Obligations subject only to liens permitted under the Loan Agreement and the other Financing Agreements.

(c) Debtor hereby acknowledges, confirms and agrees that the Existing Trademark Agreement has been duly executed and delivered by Debtor and is in full force and effect as of the date hereof. Debtor hereby acknowledges, confirms and agrees that: (i) the agreements and

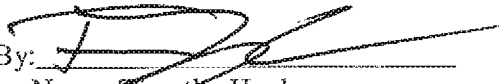
obligations of Debtor contained in the Existing Trademark Agreement constitute legal, valid and binding obligations of Debtor enforceable against it in accordance with the terms thereof, and Debtor has no valid defense, offset or counterclaim to the enforcement of such obligations; and (ii) Agent and Lenders are entitled to all of the rights, remedies and benefits provided for in the Existing Trademark Agreement in accordance with the terms thereof.

(d) Except as otherwise stated in this Section 8, as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Agreement are hereby amended and restated in their entirety, and as so amended and restated, and replaced and superseded by the terms, conditions agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein shall impair or adversely affect the continuation of the liability of Debtor for the obligations or the security interests and liens heretofore granted, pledged or assigned to Agent for itself and the benefit of Secured Parties. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the Existing Trademark Agreement and any of the other Existing Financing Agreements to which Debtor is a party, and the liens and security interests securing such indebtedness and other obligations and liabilities shall not in any manner be impaired, limited, terminated, waived or released.

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IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

C&D TECHNOLOGIES, INC.

By:   
Name: Timothy Hughes  
Title: Vice President of Finance

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

C&D TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:   
Name: Thomas A. Martin  
Title: Vice President

EXHIBIT A  
TO  
SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Mark Description</u>	<u>Country</u>	<u>Status</u>	<u>Filed</u>	<u>App. No.</u>	<u>Registered</u>	<u>Reg. No.</u>	<u>Renewal Due Date</u>
C&D	United States	Registered	7/18/1983	73/435,223	7/17/1984	1,285,910	7/17/2024
LIBERTY	United States	Registered	1/18/1994	74/480,101	11/7/1995	1,934,008	11/7/2015
SMARTBATTERY	United States	Registered	8/26/1996	75/156,510	6/16/1998	2,165,129	6/16/2018
MSENDUR	United States	Registered	6/9/2004	78/432,559	4/25/2006	3,086,453	4/25/2016
NTEGRITY (stylized)	United States	Registered	10/3/2007	77/295,442	6/10/2008	3444604	6/10/2018
C&D OHMIC RING	United States	Registered	7/3/2007	77/221,622	5/19/2009	3623632	5/19/2019
C&D TRUE FRONT ACCESS	United States	Registered	8/21/2008	77/552,293	8/3/2010	3,828,909	8/3/2016
CHARTER POWER SYSTEMS	United States	Registered	4/25/1988	73/724,249	11/15/1988	1,512,550	11/15/2018
1 PURE PB+ & Design	United States	Published	1/28/2015	86517102			
2 LIBERTY DCS	United States	Registered	1/28/2015	86517132	9/8/2015	4807763	9/8/2021
C&D TECHNOLOGIES	United States	Registered	1/13/1997	75/224,596	11/17/1998	2,204,400	11/17/2018
XT PLUS	United States	Registered	11/26/1997	75/396,582	7/27/1999	2,264,300	7/27/2019
XT	United States	Registered	11/16/1997	75/396,583	7/27/1999	2,264,301	7/27/2019
LIBERTY SERIES 1000 AND DESIGN	United States	Registered	4/9/1998	75/464,938	6/1/1999	2,249,525	6/1/2019



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C&D TECHNOLOGIES - POWER SOLUTIONS & DEVICE (words only)	United States	Registered	12/8/1998	75/601,471	2/1/2000	2,314,108	2/1/2020
COMPUCHARGE	United States	Registered	7/25/1989	73/550,093	2/25/1986	1,384,119	2/25/2016
FERRO FIVE	United States	Registered	6/22/1987	73/667,861	7/19/1988	1,496,612	7/19/2018
GUARDSMAN	United States	Registered	4/21/1988	73/723,650	4/25/1989	1,536,186	4/25/2019
LIBERTY SERIES (STYLIZED)	United States	Registered	1/18/1985	73/518,215	8/13/1985	1,353,816	2/13/2016
RANGER	United States	Registered	5/9/1988	73/727,235	1/24/1989	1,521,640	1/24/2019
TM "SMART BATTERY"	United States	Registered	8/26/1996	75/156510	6/16/1998	2165129	6/16/2018
DYNASTY	United States	Registered	11/18/1983	73/453,475	10/30/1984	1,302,463	10/30/2024
C&D (stylized)	United States	Registered	7/7/1985	71/216,965	12/15/1985	206,922	12/15/2015
FERROCHARGE	United States	Registered	5/29/2003	78/255,745	5/10/2005	2,950,042	11/10/2015
C&D TECHNOLOGIES	Canada	Registered	7/11/1997	850,533	7/11/2000	530,072	7/11/2030
HYPERON	Canada	Registered	2/27/2001	1,094,497	3/11/2004	604,852	3/11/2019
FERROCHARGE	Canada	Registered	7/2/2003	1,181,947	11/22/2006	677,486	11/22/2021
SAGEON	Canada	Registered	11/6/2003	1,195,304	11/20/2006	677,341	11/20/2021
DYNASTY	Canada	Registered	4/19/1985	540,505	8/15/1986	TMA317,470	8/15/2016
LIBRA-CANADA	Canada	Registered	2/9/2007	1,334,886	2/5/2010	758982	2/5/2025
XT PLUS	Canada	Registered	5/22/1998	879,239	5/11/2000	527,593	5/11/2030
XT	Canada	Registered	5/22/1998	879,238	3/22/2000	525,449	3/22/2030
FERRO FIVE	Canada	Registered	6/29/1988	610/260	8/25/1989	359,744	8/25/2019
COMPUCHARGE	Canada	Registered	1/20/1987	576,591	12/31/1987	335,973	12/31/2017

LIBERTY SERIES & Design	Canada	Registered		579785	7/15/1998	342,760	7/15/2018
C&D TECHNOLOGIES	European Community	Registered	7/7/1997	584615	7/7/1997	584615	7/31/2017
MSENDUR	European Community	Registered	12/24/2004	4216347	3/2/2006	4216347	12/24/2024
GUARDSMAN in EC	European Community	Registered	8/28/2009	8517294	2/22/2010	8517294	8/28/2019
LIBERTY in EC	European Community	Registered	8/28/2009	8517245	2/22/2010	8517245	8/28/2019
EQUALITY in EC	European Community	Registered	8/25/2009	8508962	2/22/2010	8508962	8/25/2019
HELIAN in EC	European Community	Registered	8/25/2009	8508269	1/28/2010	8508269	8/25/2019
POLITE in EC	European Community	Registered	8/25/2009	8508327	1/28/2010	8508327	8/25/2019
C&D TECHNOLOGIES - POWER SOLUTIONS (words only)	European Community	Registered	6/4/1999	1198555	6/4/1999	1,198,555	6/4/2019
C&D TECHNOLOGIES	Mexico	Registered	7/28/1997	302,591	9/30/1997	560137	7/28/2017
MSENDUR	Mexico	Registered	6/22/2004	662741	10/28/2004	857576	6/22/2024
LIBRA-MEXICO	Mexico	Registered	2/12/2007	835515	6/26/2007	989727	2/12/2017
FERRO SEALED LINE	Mexico	Registered	4/14/1998	329305	4/14/1998	624703	4/14/2018
FERRO 1500	Mexico	Registered	4/14/1998	329307	4/14/1998	624,705	4/14/2018
DYNASTY	Australia	Registered	5/21/1997	734944	6/16/2000	794713	5/21/2017
DYNASTY	Austria	Registered	3/30/1995	AM 1826/95	11/30/1995	160,929	11/30/2015
DYNASTY	Benelux	Registered	3/31/1995	845,577	4/1/1996	573,227	3/31/2025
DYNASTY	Brazil	Registered	4/22/1999	821567381	1/27/2009	821567381	1/27/2019
C&D TECHNOLOGIES	Brazil	Registered	7/28/1997	819991724	9/28/1999	819991724	9/28/2019

LIBERTY	Brazil	Registered	8/31/2001	823816265	10/7/2014	823816265	10/7/2024
MSENDUR	China	Registered	12/29/2004	4440527	8/28/2007	4440527	8/27/2017
C&D in China	China	Registered		7412603	12/28/2010	7412603	12/27/2020
DYNASTY	China	Registered	7/30/1994	94073981	6/21/1996	848883	6/20/2016
LIBERTY	China	Registered	1/24/2000	2000010696	5/7/2001	1566401	5/6/2021
C&D TECHNOLOGIES	China	Registered	7/14/1997	970,072,168	6/28/1999	1288688	6/27/2019
LIBERTY SERIES 1000 AND DESIGN (SERIES 1000 DISCLAIMED)	China	Registered	10/7/1998	9800113586	8/14/2000	1432539	8/14/2020
DYNASTY	Colombia	Registered	9/11/1996	96048452	3/19/1997	195360	3/18/2017
LIBRA-COLOMBIA	Colombia	Registered	2/9/2007	07013151	12/27/2007	348300	12/27/2017
LIBERTY SERIES 1000 AND DESIGN	Colombia	Registered	10/7/1998	98 58232	7/22/2002	257163	7/22/2022
DYNASTY	Denmark	Registered	3/30/1995	VA 02.5371995	7/26/1996	VR 04.399 1996	7/26/2016
DYNASTY	France	Registered	1/21/1991	262,341	1/21/1991	1,647,361	1/21/2021
DYNASTY	Germany	Registered	11/16/1990	G38789/9W z	9/16/1992	2,020,657	11/30/2020
DYNASTY	Greece	Registered	7/21/1995	125,358	7/21/1995	125,358	7/21/2025
LIBRA-HONDURAS	Honduras	Registered	2/9/2007	5113-07	12/20/2007	103275	12/20/2017
MSENDUR in HONG KONG	Hong Kong	Registered	12/28/2004	300344600	12/28/2004	300344600	12/27/2024
C&D in India	India	Pending	7/9/2010	1991409			5/16/2016
C&D TECHNOLOGIES in India	India	Pending	7/9/2010	1991410			5/16/2016
DYNASTY	Indonesia	Registered	1/13/1997	D97 591	1/13/1997	IDM000118603 formerly 431048	1/12/2017
C&D TECHNOLOGIES (word)	Indonesia	Registered	7/14/1997	D97-14202	11/8/1999	IDM000186661 formerly 434866	4/9/2018

DYNASTY	Japan	Registered	4/5/1994	33,545/94	10/31/1996	3,216,889	10/31/2016
C&D TECHNOLOGIES	Japan	Registered	7/14/1997	138068/199 7	7/16/1999	4295970	7/16/2019
LIBERTY DCS – Madrid	International Protocol (Madrid)	Registered	7/28/2015	A0052035	7/28/2015	1262964	7/28/2025
PURE PB+ & Design Madrid	International Protocol (Madrid)	Pending	7/28/2015	A0052044	7/28/2015	1264378	11/25/2015
DYNASTY	New Zealand	Registered	1/30/1995	245,159	1/30/1995	245,159	1/30/2016
LIBRA- NICARAGUA	Nicaragua	Registered	2/12/2007	2007/00481	3/10/2008	0800495 LM	3/9/2018
DYNASTY	Norway	Registered	3/30/1995	952,081	7/18/1996	175,581	7/18/2016
DYNASTY	Poland	Registered	6/3/1996	Z-160,512	8/10/1999	114080	6/3/2016
DYNASTY	South Korea	Registered	11/21/1990	90-33919	3/28/1992	40-0234839	3/28/2022
DYNASTY	Sweden	Registered	3/30/1995	95-03816	1/12/1996	307861	1/12/2016
DYNASTY	Switzerland	Registered	3/31/1995	5957/1995.0	10/9/1996	428,769	3/31/2025
MSENDUR	Thailand	Filed	1/6/2005	578090	1/6/2006	232386	1/5/2025
DYNASTY	Thailand	Registered	5/18/2004	552852	5/18/2004	210916	5/17/2024
MSENDUR	Taiwan	Registered	12/24/2004	093060327	2/16/2006	1195995	2/15/2016
MSENDUR	Venezuela	Registered	12/28/2004	22790-2004	6/17/2009	22790-2004	6/17/2024
LIBRA- VENEZUELA	Venezuela	Registered	2/12/2007	2007- 002584	4/21/2008	P-284529	4/21/2018
LIBERTY SERIES 1000 AND DESIGN	Venezuela	Registered	10/5/1998	18296-98	4/7/2000	P219548	4/7/2020

EXHIBIT B  
TO  
SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT

List of Licenses

None.

EXHIBIT C  
TO  
SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT

Special Power of Attorney (Trademarks)

STATE OF \_\_\_\_\_ )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that C&D TECHNOLOGIES, INC. (“Debtor”), having an office at 1400 Union Meeting Road, Blue Bell, Pennsylvania 19422 hereby appoints and constitutes, severally, WELLS FARGO BANK, NATIONAL ASSOCIATION (“Agent”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
  
2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Second Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest is made for consideration, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Agent.

Dated: October 23, 2015

C&D TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this \_\_\_\_\_ day of October, 2015, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of C&D TECHNOLOGIES, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public