

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Battery Solutions, LLC		05/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Byline Bank		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74412569	BATTERY SOLUTIONS INC.	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	1568022.00002		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	05/06/2016		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of May 6, 2016, by **BATTERY SOLUTIONS, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **BYLINE BANK**, as administrative agent and collateral agent for the Lenders (the “**Agent**”) under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, among Grantor, Recupyl Battery Solutions, LLC, a Michigan limited liability company (“**RBS**” and together with Grantor, the “**Borrowers**,” and each individually, a “**Borrower**”), Battery Solutions Holdings, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility and to extend term loans to the Borrowers.

WHEREAS, Grantor has executed and delivered to Agent that certain Security Agreement of even date herewith, among Borrowers, Holdings, and Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. **Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest**. As security for the Obligations, Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “**Collateral**”). Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference**. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

Grantor:

BATTERY SOLUTIONS, LLC

By: 
Print Name: Robert Egan
Title: Vice President

Accepted:

BYLINE BANK, as Agent

By: _____
Print Name: _____
Title: _____

(Signature page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

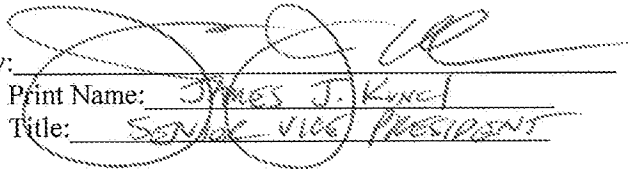
Grantor:

BATTERY SOLUTIONS, LLC

By: _____
Print Name: _____
Title: _____

Accepted:

BYLINE BANK, as Agent

By: 
Print Name: JAMES J. KYNEL
Title: SENIOR VICE PRESIDENT

(Signature page to Trademark Security Agreement)

EXHIBIT A

I. Trademark and Service Mark Registrations and Applications:

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Serial No./ Registration No.</u>	<u>Filing/ Registration Date</u>
Battery Solutions, LLC	United States of America	“Battery Solutions, Inc.”	Ser. No. 74412569 Reg. No. 1,941,963	Filing Date: July 15, 1993 Registration Date: December 19, 1995

II. Trade Names

None.

III. Common Law Trademarks

None.

IV. Trademarks Not Currently in Use

None.

V. Trademark Licenses

None.