TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384632

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Exide Technologies		05/16/2006	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339-3153
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	86893779	TUBULAR CMX
Serial Number:	86870168	TUBULAR LMX
Serial Number:	86867732	TUBULAR LMX

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	05/17/2016

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this ***"IP Security Agreement"***) dated May 16, 2016, is made by the Persons listed on the signature pages hereof (collectively, the *"Grantors"*) in favor of Bank of America, N.A., as administrative agent (in such capacity, together with any successor Administrative Agent appointed pursuant to Article 8 of the Credit Agreement (as hereinafter defined) and assigns, the ***"Administrative Agent"***) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Exide Technologies, a Delaware corporation, has entered into that certain ABL Credit Agreement dated as of April 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the *"Credit Agreement"),* with Bank of America, N.A., as Administrative Agent, the Lenders party thereto and certain other parties thereto.

WHEREAS, as a condition precedent to the making of Revolving Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain US Security Agreement dated April 30, 2015, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the ***"Security Agreement"***). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Copyright Office, the United States Patent and Trademark Office and certain other Governmental Authorities in accordance with the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the ***"Collateral"***):

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto together with all patentable inventions and other patent rights, including the patents and patent applications set forth in Schedule A hereto (the ***"Patents"***);

(ii) all trademarks, service marks, uniform resource locators, domain names, trade dress, logos, designs, slogans, trade names, brand names, social media identifiers and accounts, business names, corporate names and other source identifiers, whether registered or unregistered, together, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided, that, no security interest shall be granted in United States intent-to-

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use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the ***"Trademarks"***);

(iii) all copyrights, including copyrights in computer software and all source code, object code, specifications, designs and documentation related thereto, internet web sites and the content thereof, whether registered or unregistered, including all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the ***"Copyrights"***);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided, that, notwithstanding any of the other provisions set forth in this Section 1 or in any other Loan Document, no Excluded Assets shall constitute Collateral under this IP Security Agreement and the security interest granted to the Administrative Agent pursuant to this IP Security Agreement shall not attach to any Excluded Assets. Proceeds of Excluded Assets shall be deemed Collateral, unless such proceeds would constitute property or assets of the type described in the definition of Excluded Assets.

SECTION 2. Security for Obligations. This IP Security Agreement and the security interest created hereby secure, in the case of each Grantor, the prompt and complete payment and performance of all Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement and the security interest created hereby secure, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any of the Loan Parties and other Subsidiaries of the Company. Notwithstanding anything to the contrary contained in this IP Security Agreement, "Secured Obligations" shall not include any Excluded Swap Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents or Trademarks and any other applicable government officer record this IP Security Agreement.

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SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms of the Security Agreement and this IP Security Agreement, the terms of the Security Agreement shall govern and control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York, excluding its choice of laws rules (other than Section 5-1401 of the New York General Obligations Law).

SECTION 7. Intercreditor Agreement. Reference is made to the Intercreditor Agreement, dated as of April 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among (i) U.S. Bank National Association ("U.S. Bank"), in its capacity as trustee and First Lien Collateral Agent and in its capacity as Note Control Agent for the Note Secured Parties and the ABL Secured Parties (as such terms are defined therein), (ii) U.S. Bank, in its capacity as trustee and collateral agent for the Second Lien Secured Parties (as defined therein) and (iii) Bank of America, N.A., in its capacities as administrative agent and collateral agent for the parties from time to time to the ABL Facility Agreement as lenders and certain other parties, and in its capacity as ABL Control Agent for the ABL Secured Parties and the Note Secured Parties. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, in each case, with respect to the Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any inconsistency between the terms or conditions of this IP Security Agreement (other than Section 1 or Section 2 hereof) and the terms and conditions of the Intercreditor Agreement, the terms and conditions of the Intercreditor Agreement shall control.

[Signature Pages Follow]

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EXIDE TECHNOLOGIES

By: _____

Name: Brad S. Kalter
Title: EVP, General Counsel and Corporate Secretary

Address for Notices:

13000 Deerfield Parkway
Building 100W
Milton, Georgia 30004

SCHEDULE A
Patents

Grantor	Country	PATENT	App. No.	Patent No.	File / Issue Date
Exide Technologies	United States of America	ADVANCED GRAPHITE ADDITIVE FOR ENHANCED CYCLE-LIFE OF DEEP DISCHARGE LEAD-ACID BATTERIES	15/005,254	Pending	Jan. 25, 2016

SCHEDULE B
Trademarks

Trademark	Country	Grantor	App. No.	Filing Date	Reg. No.	Reg. Date	Status
TUBULAR CMX	United States of America	Exide Technologies	86893779	2/1/16			Pending
TUBULAR LMX	United States of America	Exide Technologies	86870168	1/8/16			Pending
TUBULKAR LMX LOGO	United States of America	Exide Technologies	86867732	1/6/16			Pending

SCHEDULE C
Copyrights

None.