

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BATTERIES PLUS, LLC		07/06/2016	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT		
Street Address:	666 FIFTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	2725695	+	
Registration Number:	1954621	1,000'S OF BATTERIES FOR 1,000'S OF ITEM	
Registration Number:	3887960	ADD POWER TO YOUR LIFE	
Registration Number:	3444389	AMERICA'S BATTERY EXPERTS	
Registration Number:	1673125	AMERICA'S BATTERY STORES	
Registration Number:	3455880	ASCENT BATTERY SUPPLY	
Registration Number:	4206953	ASCENT SUPPLY	
Registration Number:	4634205	BATTERIES + BULBS	
Registration Number:	4634202	BATTERIES + BULBS	
Registration Number:	4744077	BATTERIES + BULBS	
Registration Number:	4482474	BATTERIES + BULBS	
Registration Number:	4403059	BATTERIES + BULBS	
Registration Number:	4353192	BATTERIES + BULBS	
Registration Number:	4438602	BATTERIES + BULBS	
Registration Number:	3955295	BATTERIES BULBS	
Registration Number:	3322549	BATTERIES PLUS	
Registration Number:	4452568	BATTERIES PLUS BULBS	
Registration Number:	1697440	BATTERIESPLUS	
Registration Number:	3715049	BATTERIESPLUS	
TRADEMARK			

OP \$965.00 2725695

Property Type	Number	Word Mark
Registration Number:	4272579	BATTERIESPLUS LIGHT BULBS
Registration Number:	3926312	BULBS PLUS
Registration Number:	3963488	CONTENDER
Registration Number:	4625585	
Registration Number:	3887973	EVERY BATTERY. EVERY BULB. EVERY TIME.
Registration Number:	4397808	GET WHAT YOU NEED
Registration Number:	3909173	GREENERGY
Registration Number:	3628191	GREENERGY
Registration Number:	3898024	NUON
Registration Number:	2855876	NUON
Registration Number:	3887956	THE REPLACE IT PLACE
Registration Number:	4713817	TRUST THE PLUS
Registration Number:	3901836	ULTRA LAST
Registration Number:	4789803	WE FIX IT
Registration Number:	3959371	WERKER
Registration Number:	3299649	WERKER
Registration Number:	2943090	WERKER
Registration Number:	3894065	X2POWER
Registration Number:	2750654	XTREME

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	053644-0062
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	07/08/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2016, is made by BATTERIES PLUS, LLC, a Wisconsin limited liability company (the "Grantor"), in favor of Golub Capital Markets LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 6, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BPB Acquisition Corp., a Georgia corporation (the "Borrower"), BPB Buyer Corp., a Delaware corporation ("Holdings"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital Markets LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

ARTICLE I Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

ARTICLE II Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its trademarks, trade names, corporate names, trade dress, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith (other than any "intent-to-use" applications for which a "Statement of Use" or "Amendment to Allege Use" with respect thereto has not been filed with the U.S. Patent and Trademark Office (but only until such statement is filed with the U.S. Patent and Trademark Office, and only to the extent, if any, and only during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof.

ARTICLE III Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

ARTICLE IV Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

ARTICLE V Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

ARTICLE VI Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

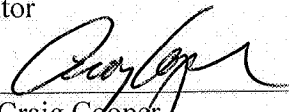
ARTICLE VII Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BATTERIES PLUS, LLC
as Grantor

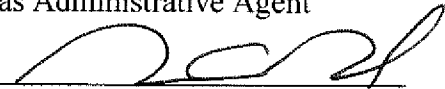
By: 
Name: Craig Cooper
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005832 FRAME: 0247



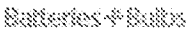
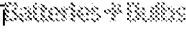


ACCEPTED AND AGREED
as of the date first above written:

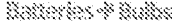
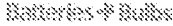



GOLUB CAPITAL MARKETS LLC
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
<p style="text-align: center;">+</p> 	RENEWED (REGISTERED)	76352689 12/21/01	2725695 6/10/03	BATTERIES PLUS, LLC
1,000'S OF BATTERIES FOR 1,000'S OF ITEMS	RENEWED (REGISTERED)	74613017 12/20/94	1954621 2/6/96	BATTERIES PLUS LLC
ADD POWER TO YOUR LIFE	REGISTERED	77937466 2/17/10	3887960 12/7/10	BATTERIES PLUS, LLC
AMERICA'S BATTERY EXPERTS	REGISTERED Section 2(F)	77278273 9/12/07	3444389 6/10/08	BATTERIES PLUS, LLC
AMERICA'S BATTERY STORES	RENEWED (REGISTERED) Supplemental Register	74168079 5/20/91	1673125 1/21/92	BATTERIES PLUS LLC
ASCENT BATTERY SUPPLY	REGISTERED	78980311 11/24/04	3455880 6/24/08	BATTERIES PLUS, LLC
ASCENT SUPPLY	REGISTERED	85273468 3/22/11	4206953 9/11/12	BATTERIES PLUS, LLC
BATTERIES + BULBS	REGISTERED	86171908 1/22/14	4634205 11/4/14	BATTERIES PLUS, LLC
				
BATTERIES + BULBS	REGISTERED	86170183 1/20/14	4634202 11/4/14	BATTERIES PLUS, LLC
				
BATTERIES + BULBS	REGISTERED	85843736 2/7/13	4744077 5/26/15	BATTERIES PLUS, LLC
				
BATTERIES + BULBS	REGISTERED	85843882 2/7/13	4482474 2/11/14	BATTERIES PLUS, LLC
				
BATTERIES + BULBS	REGISTERED	85841422 2/5/13	4403059 9/17/13	BATTERIES PLUS, LLC
BATTERIES + BULBS	REGISTERED	85739117 9/26/12	4353192 6/18/13	BATTERIES PLUS, LLC
				

Trademark	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
BATTERIES + BULBS 	REGISTERED	85739119 9/26/12	4438602 11/26/13	BATTERIES PLUS, LLC
BATTERIES BULBS 	REGISTERED	77663192 2/4/09	3955295 5/3/11	BATTERIES PLUS, LLC
BATTERIES PLUS BULBS	REGISTERED	77057569 12/5/06	3322549 10/30/07	BATTERIES PLUS, LLC
BATTERIESPLUS	RENEWED (REGISTERED)	74168078 5/20/91	1697440 6/30/92	BATTERIES PLUS, LLC
BATTERIESPLUS + 	REGISTERED	77725776 4/30/09	3715049 11/24/09	BATTERIES PLUS, LLC
BATTERIESPLUS LIGHT BULBS	REGISTERED	77932867 2/10/10	4272579 1/8/13	BATTERIES PLUS, LLC
 BULBS PLUS	REGISTERED	77724672 4/29/09	3926312 3/1/11	BATTERIES PLUS, LLC
CONTENDER	REGISTERED	85042399 5/19/10	3963488 5/17/11	BATTERIES PLUS, LLC
Design Only 	REGISTERED	85843464 2/7/13	4625585 10/21/14	BATTERIES PLUS, LLC
EVERY BATTERY. EVERY BULB. EVERY TIME.	REGISTERED	77939600 2/19/10	3887973 12/7/10	BATTERIES PLUS, LLC
GET WHAT YOU NEED	REGISTERED	85766150 10/29/12	4397808 9/3/13	BATTERIES PLUS, LLC
GREENERGY	REGISTERED	77898357 12/21/09	3909173 1/18/11	BATTERIES PLUS, LLC
GREENERGY	REGISTERED	77402747 2/21/08	3628191 5/26/09	BATTERIES PLUS, LLC
NUON	REGISTERED	77870320 11/11/09	3898024 12/28/10	BATTERIES PLUS, LLC
NUON	RENEWED (REGISTERED)	78173927 10/14/02	2855876 6/22/04	BATTERIES PLUS, LLC
THE REPLACE IT PLACE	REGISTERED	77936792 2/16/10	3887956 12/7/10	BATTERIES PLUS, LLC
TRUST THE PLUS	REGISTERED	86186070 2/6/14	4713817 3/31/15	BATTERIES PLUS, LLC
ULTRA LAST	REGISTERED	77891245 12/11/09	3901836 1/4/11	BATTERIES PLUS, LLC

Trademark	Status	Application Number Application Date	Registration Number Registration Date	Owner Name
WE FIX IT We Fi It	REGISTERED	86484753 12/18/14	4789803 8/11/15	BATTERIES PLUS, LLC
WERKER	REGISTERED	77966284 3/23/10	3959371 5/10/11	BATTERIES PLUS, LLC
WERKER	REGISTERED	78773460 12/14/05	3299649 9/25/07	BATTERIES PLUS, LLC
WERKER	RENEWED (REGISTERED)	78322268 11/3/03	2943090 4/19/05	BATTERIES PLUS, LLC
X2POWER	REGISTERED	85080022 7/8/10	3894065 12/21/10	BATTERIES PLUS, LLC
XTREME	RENEWED (REGISTERED)	75568342 10/9/98	2750654 8/12/03	BATTERIES PLUS LLC