

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exide Technologies		08/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Second Lien Collateral Agent		
Street Address:	Global Corporate Trust Services, 60 Livingston Avenue		
Internal Address:	Mailcode: EP-MN-WS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87016849	HEAT GUARD	
Serial Number:	87016847	HEAT SHIELD	
Serial Number:	87067896	TUBULAR MPX	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	08/16/2016		
Total Attachments: 5			

OP \$90.00 87016849

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated as of August 12, 2016, made by the Person listed on the signature pages hereof (the "*Grantor*") to U.S. Bank National Association, not in its individual capacity, but solely in its capacity as collateral agent under the Indenture (in such capacity, together with any successor Second Lien Collateral Agent appointed pursuant to Section 11.07 of the Indenture (as hereinafter defined) and assigns, the "*Second Lien Collateral Agent*") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Exide Technologies, a Delaware corporation, has entered into an Indenture dated as of April 30, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Indenture*"), with U.S. Bank National Association, as trustee and as Second Lien Collateral Agent;

WHEREAS, as a condition precedent to the issuance of the Notes by the Holders under the Indenture, the Grantor has executed and delivered that certain Second Lien Security Agreement dated as of April 30, 2015, made by the Grantor to the Second Lien Collateral Agent (as it may be amended, restated, 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; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in and to, among other property, certain intellectual property of the Grantor, and has agreed 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 and in consideration of the recitals above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or thereafter acquired by the Grantor, wherever located and whether now or hereafter existing or arising (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,

(iii) 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-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, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iv) 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 the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(v) all registrations and applications for registration for any of the foregoing (other than, for the avoidance of doubt, any United States trademark or service mark applications filed on the basis of the Grantor's intent to use such trademark or service mark, unless and until evidence of the use of such trademark or service mark in interstate commerce is submitted to, and accepted by, the US Patent and Trademark Office) and all tangible embodiments thereof; together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vi) 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

(vii) 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 and all proceeds of any such proceeds;

provided, that, notwithstanding any of the other provisions set forth in this Section 1 or in any other Second Lien Document, no Excluded Assets shall constitute Collateral under this IP Security Agreement and the security interest granted to the Second Lien Collateral 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 the Grantor, the due and punctual 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 the Grantor, the payment of all amounts that constitute part of the Secured Obligations and would be owed by the Grantor or by any Subsidiary of the Company, as applicable, to any Secured Party under the Second Lien Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor and other Subsidiaries of the Company. Notwithstanding anything to

the contrary contained in this IP Security Agreement or any other Second Lien Document, "Secured Obligations" shall not include any Excluded Swap Obligations.

SECTION 3. Recordation. The 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or .pdf shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

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. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral 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.

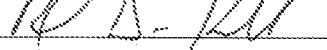
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York, excluding its choice of laws rules (other than Section 5-1401 of the New York General Obligations Law).

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 Second 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 Second Lien Collateral Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Second Lien Collateral 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]

IN WITNESS WHEREOF, the 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

TRADEMARK

REEL: 005857 FRAME: 0494

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

TRADEMARK	COUNTRY	GRANTOR	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
HEAT GUARD	United States of America	Exide Technologies	87016849	4/27/2016			Pending
HEAT SHIELD	United States	Exide Technologies	87016847	4/27/2016			Pending
TUBULAR MPX	United States of America	Exide Technologies	87067896	6/10/2016			Pending

SCHEDULE C

Copyrights

None.