

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Oak Capital, L.L.C.		08/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	C&D Technologies, Inc.		
Street Address:	1400 Union Meeting Road		
City:	Blue Bell		
State/Country:	PENNSYLVANIA		
Postal Code:	19422		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1285910	C&D	
Registration Number:	0206922	C&D	
Registration Number:	3623632	C&D OHMIC RING	
Registration Number:	2314108	C&D TECHNOLOGIES POWER SOLUTIONS	
Registration Number:	2204400	C&D TECHNOLOGIES	
Registration Number:	3828909	C&D TRUE FRONT ACCESS	
Registration Number:	1512550	CHARTER POWER SYSTEMS	
Registration Number:	1384119	COMPUCHARGE	
Registration Number:	1302463	DYNASTY	
Registration Number:	1496612	FERRO FIVE	
Registration Number:	1536186	GUARDSMAN	
Registration Number:	1934008	LIBERTY	
Registration Number:	4807763	LIBERTY DCS	
Registration Number:	1353816	LIBERTY SERIES	
Registration Number:	2249525	LIBERTY SERIES 1000	
Registration Number:	3086453	MSENDUR	
Registration Number:	3444604	NTEGRITY	
Registration Number:	4865694	PURE PB	
Registration Number:	1521640	RANGER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2165129	SMARTBATTERY
Registration Number:	2725883	VR SOLAR
Registration Number:	2264301	XT
Registration Number:	2264300	XT PLUS

CORRESPONDENCE DATA

Fax Number: 2127288111

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: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Brandon R. Coyle c/o Willkie Farr & Gall

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Brandon R. Coyle
SIGNATURE:	/brandonrcoyle/
DATE SIGNED:	08/24/2017

Total Attachments: 7

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of August 22, 2017, is made by Silver Oak Capital, L.L.C., a Delaware limited liability company, as lender, (the “Lender”), under that certain Trademark Collateral Assignment and Security Agreement entered into by C&D Technologies, Inc., a Delaware corporation (the “Borrower”), in favor of the Lender, dated September 27, 2013, and recorded with the U.S. Patent and Trademark Office on October 10, 2013 at Reel/Frame 5129/0186 (as amended, supplemented, or modified and in effect from time to time, the “Trademark Security Agreement”), as amended and restated by that certain Amended and Restated Trademark Collateral Assignment and Security Agreement, dated October 23, 2015, (as amended, supplemented, or modified and in effect from time to time, the “Amended Trademark Security Agreement,” and together with the Trademark Security Agreement, the “Trademark Security Agreements”), pursuant to that certain Delayed-Draw Term Loan and Security Agreement, by and among the Debtor (as defined therein) party thereto and the Lender, dated as of September 27, 2013, (as amended, supplemented, or modified and in effect from time to time), as amended and restated by that certain Second Amended and Restated Loan and Security Agreement, dated October 23, 2015, (as amended, supplemented, or modified and in effect from time to time).

WHEREAS, pursuant to the Trademark Security Agreements, the Borrower granted a security interest to the Lender in certain Collateral (as defined below); and

WHEREAS, the Lender has agreed to terminate and release its continuing security interest in and general lien upon the following (a) all of Borrower’s now existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower’s trademarks, trade names, trade styles, and services marks, and all applications, registrations, and recordings relating to the foregoing as may at any time have been filed in the United States Patent and Trademark Office or the Canadian Intellectual Property Office, or in any similar office or agency of the United States, Canada, any state, province, or territory thereof, or any political subdivision thereof, or in any other country, including, without limitation, the trademarks, terms, designs, and applications described on Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Borrower’s use of any trademarks, trade names, trade styles, logos, and service marks, and all reissues, divisions, continuations, extensions, and renewals thereof (collectively, 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 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, all damages and payments or claims by Borrower against third parties for past or future infringement of the Trademarks (collectively, the "Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender does hereby, in each case, without recourse, representation, or warranty of any kind whatsoever, (a) terminate its continuing security interest and general lien created under the Trademark Security Agreements in the Collateral, (b) release its security interest in the Collateral, and (c) discharge and reassign to the Borrower any and all rights, title, and interest it has in the Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Trademark Rights to be duly executed as of the date first set forth above.

Silver Oak Capital, L.L.C., as Lender

By: 
Name: _____
Title: D. Forest Wolfe
Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark Description	Country	Status	Filed	App. No.	Registered	Reg. No.
DYNASTY	Australia	Registered	5/21/1997	734944	6/16/2000	794713
DYNASTY	Austria	Registered	3/30/1995	AM 1826/95	11/30/1995	160,929
DYNASTY	Benelux	Registered	3/31/1995	845,577	4/1/1996	573,227
C&D TECHNOLOGIES	Brazil	Registered	7/28/1997	819991724	9/28/1999	819991724
DYNASTY	Brazil	Registered	4/22/1999	821567381	1/27/2009	821567381
LIBERTY	Brazil	Registered	8/31/2001	823816265	10/7/2014	823816265
C&D TECHNOLOGIES	Canada	Registered	7/11/1997	850,533	7/11/2000	530,072
COMPUCHARGE	Canada	Registered	1/20/1987	576,591	12/31/1987	335,973
DYNASTY	Canada	Registered	4/19/1985	540,505	8/15/1986	TMA317,470
FERRO FIVE	Canada	Registered	6/29/1988	610/260	8/25/1989	359,744
FERROCHARGE	Canada	Registered	7/2/2003	1,181,947	11/22/2006	677,486
HYPERON	Canada	Registered	2/27/2001	1,094,497	3/11/2004	604,852
LIBERTY SERIES & Design	Canada	Registered		579785	7/15/1998	342,760
LIBRA-CANADA	Canada	Registered	2/9/2007	1,334,886	2/5/2010	758982
SAGEON	Canada	Registered	11/6/2003	1,195,304	11/20/2006	677,341
XT	Canada	Registered	5/22/1998	879,238	3/22/2000	525,449
XT PLUS	Canada	Registered	5/22/1998	879,239	5/11/2000	527,593
C&D in China	China	Registered		7412603	12/28/2010	7412603
C&D TECHNOLOGIES	China	Registered	7/14/1997	970,072,1688	6/28/1999	1288688
DYNASTY	China	Registered	7/30/1994	94073981	6/21/1996	848883
LIBERTY	China	Registered	1/24/2000	2000010696	5/7/2001	1566401
LIBERTY SERIES 1000 AND DESIGN (SERIES 1000 DISCLAIMED)	China	Registered	10/7/1998	9800113586	8/14/2000	1432539
MSENDUR	China	Registered	12/29/2004	4440527	8/28/2007	4440527
DYNASTY	Colombia	Registered	9/11/1996	96048452	3/19/1997	195360
LIBERTY SERIES 1000 AND DESIGN	Colombia	Registered	10/7/1998	98 58232	7/22/2002	257163
LIBRA-COLOMBIA	Colombia	Registered	2/9/2007	07013151	12/27/2007	348300
DYNASTY	Denmark	Registered	3/30/1995	VA02.5371995	7/26/1996	VR 04.3991996
C&D TECHNOLOGIES	European Community	Registered	7/7/1997	584615	7/7/1997	584615

Mark Description	Country	Status	Filed	App. No.	Registered	Reg. No.
C&D TECHNOLOGIES - POWER SOLUTIONS (words only)	European Community	Registered	6/4/1999	1198555	6/4/1999	1,198,555
EQUALITY in EC	European Community	Registered	8/25/2009	8508962	2/22/2010	8508962
GUARDSMAN in EC	European Community	Registered	8/28/2009	8517294	2/22/2010	8517294
HELIAN in EC	European Community	Registered	8/25/2009	8508269	1/28/2010	8508269
LIBERTY in EC	European Community	Registered	8/28/2009	8517245	2/22/2010	8517245
MSENDUR	European Community	Registered	12/24/2004	4216347	3/2/2006	4216347
POLITE in EC	European Community	Registered	8/25/2009	8508327	1/28/2010	8508327
DYNASTY	France	Registered	1/21/1991	262,341	1/21/1991	1,647,361
DYNASTY	Germany	Registered	11/16/1990	G38789/9Wz	9/16/1992	2,020,657
DYNASTY	Greece	Registered	7/21/1995	125,358	7/21/1995	125,358
LIBRA-HONDURAS	Honduras	Registered	2/9/2007	5113-07	12/20/2007	103275
MSENDUR in HONG KONG	Hong Kong	Registered	12/28/2004	300344600	12/28/2004	300344600
C&D in India	India	Pending	7/9/2010	1991409		
C&D TECHNOLOGIES in India	India	Pending	7/9/2010	1991410		
C&D TECHNOLOGIES (word)	Indonesia	Registered	7/14/1997	D97-14202	11/8/1999	IDM000186661 (formerly 434866)
DYNASTY	Indonesia	Registered	1/13/1997	D97 591	1/13/1997	IDM000118603 (formerly 431048)
LIBERTY DCS – Madrid	International Protocol (Madrid)	Registered	7/28/2015	A0052035	7/28/2015	1262964
PURE PB+ & Design Madrid	International Protocol (Madrid)	Pending	7/28/2015	A0052044	7/28/2015	1264378
C&D TECHNOLOGIES	Japan	Registered	7/14/1997	138068/1997	7/16/1999	4295970
DYNASTY	Japan	Registered	4/5/1994	33,545/94	10/31/1996	3,216,889
C&D TECHNOLOGIES	Mexico	Registered	7/28/1997	302,591	9/30/1997	560137
FERRO 1500	Mexico	Registered	4/14/1998	329307	4/14/1998	624,705

Mark Description	Country	Status	Filed	App. No.	Registered	Reg. No.
FERRO SEALED LINE	Mexico	Registered	4/14/1998	329305	4/14/1998	624703
LIBRA-MEXICO	Mexico	Registered	2/12/2007	835515	6/26/2007	989727
MSENDUR	Mexico	Registered	6/22/2004	662741	10/28/2004	857576
DYNASTY	New Zealand	Registered	1/30/1995	245,159	1/30/1995	245,159
LIBRA-NICARAGUA	Nicaragua	Registered	2/12/2007	2007/0048	3/10/2008	0800495
DYNASTY	Norway	Registered	3/30/1995	952,081	7/18/1996	175,581
DYNASTY	Poland	Registered	6/3/1996	Z-160,512	8/10/1999	114080
DYNASTY	South Korea	Registered	11/21/1990	90-33919	3/28/1992	40-0234839
DYNASTY	Sweden	Registered	3/30/1995	95-03816	1/12/1996	307861
DYNASTY	Switzerland	Registered	3/31/1995	5957/1995.0	10/9/1996	428,769
MSENDUR	Taiwan	Registered	12/24/2004	093060327	2/16/2006	1195995
DYNASTY	Thailand	Registered	5/18/2004	552852	5/18/2004	210916
MSENDUR	Thailand	Filed	1/6/2005	578090	1/6/2006	232386
C&D	United States	Registered	7/18/1983	73/435,223	7/17/1984	1,285,910
C&D (stylized)	United States	Registered	7/7/1985	71/216,965	12/15/1985	206,922
C&D OHMIC RING	United States	Registered	7/3/2007	77/221,622	5/19/2009	3,623,632
C&D TECHNOLOGIES	United States	Registered	1/13/1997	75/224,596	11/17/1998	2,204,400
C&D TECHNOLOGIES POWER SOLUTIONS and Design	United States	Registered	12/8/1998	75/601,471	2/1/2000	2,314,108
C&D TRUE FRONT ACCESS	United States	Registered	8/21/2008	77/552,293	8/3/2010	3,828,909
CHARTER POWER SYSTEMS	United States	Registered	4/25/1988	73/724,249	11/15/1988	1,512,550
COMPUCHARGE	United States	Registered	7/25/1985	73/550,093	2/25/1986	1,384,119
DYNASTY	United States	Registered	11/18/1983	73/453,475	10/30/1984	1,302,463
FERRO FIVE	United States	Registered	6/22/1987	73/667,861	7/19/1988	1,496,612
GUARDSMAN	United States	Registered	4/21/1988	73/723,650	4/25/1989	1,536,186
LIBERTY	United States	Registered	1/18/1994	74/480,101	11/7/1995	1,934,008
LIBERTY DCS	United States	Registered	1/28/2015	86/517,132	9/8/2015	4,807,763
LIBERTY SERIES and Design	United States	Registered	1/18/1985	73/518,215	8/13/1985	1,353,816
LIBERTY SERIES 1000 and Design	United States	Registered	4/9/1998	75/464,938	6/1/1999	2,249,525
MSENDUR	United States	Registered	6/9/2004	78/432,559	4/25/2006	3,086,453
N TEGRITY and Design	United States	Registered	10/3/2007	77/295,442	6/10/2008	3,444,604

Mark Description	Country	Status	Filed	App. No.	Registered	Reg. No.
PURE PB and Design	United States	Registered	1/28/2015	86/517,102	12/8/2015	4,865,694
RANGER	United States	Registered	5/9/1988	73/727,235	1/24/1989	1,521,640
SMARTBATTERY and Design	United States	Registered	8/26/1996	75/156,510	6/16/1998	2,165,129
VR SOLAR	United States	Registered	5/25/2001	78/065,842	6/10/2003	2,725,883
XT	United States	Registered	11/26/1997	75/396,583	7/27/1999	2,264,301
XT PLUS	United States	Registered	11/26/1997	75/396,582	7/27/1999	2,264,300
LIBERTY SERIES 1000 AND DESIGN	Venezuela	Registered	10/5/1998	18296-98	4/7/2000	P219548
LIBRA- VENEZUELA	Venezuela	Registered	2/12/2007	2007-002584	4/21/2008	P-284529
MSENDUR	Venezuela	Registered	12/28/2004	22790-2004	6/17/2009	22790-2004