

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental Battery Manufacturing Corporation		12/14/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC as agent		
Street Address:	100 Federal Street		
Internal Address:	31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1765232	TERMINATOR	
Registration Number:	1577450	CONTINENTAL	
Registration Number:	2346884	BUILT TO BEAT THE HEAT	
CORRESPONDENCE DATA			
Fax Number:	8883259116		
<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>			
Email:	jessica.davis@lockelord.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	2800 Financial Plaza		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	1514439.00024		
NAME OF SUBMITTER:	Jessica Davis		
SIGNATURE:	/JDavis/		
DATE SIGNED:	01/09/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of December 14, 2017, by CONTINENTAL BATTERY MANUFACTURING CORPORATION, a Delaware corporation (“**Grantor**”), to and with CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, acting in the capacity as administrative agent for the benefit of itself and the lenders parties (the “**Lenders**”) party to the Credit Agreement referred to below (in such capacity, the “**Administrative Agent**”).

RECITALS

A. Pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Continental Battery Acquisition Corp., a Delaware corporation, and Continental Battery Company, a Texas corporation (collectively, the “**Borrowers**”) the other Loan Parties party thereto from time to time, the Lenders and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

B. Grantor has executed and delivered to the Administrative Agent a certain Guarantee and Collateral Agreement dated as of the date hereof (as the same may be amended, renewed, reaffirmed, restated or extended from time to time, the “**Security Agreement**”) by and among, the Borrowers, Grantor, the other grantors party thereto from time to time, and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent (for the benefit of the Lenders) a security interest and continuing lien on all of Grantor’s right, title and interest in, to and under all Trademark Collateral (as defined below) to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement).

C. Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Administrative Agent and the Lenders under the Credit Agreement and Security Agreement.

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

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. Any term used in the UCC and not defined in this Agreement or the Security Agreement shall have the meaning given to such term in the UCC.

2. **Security Interest.** As security for the Secured Obligations, Grantor hereby grants to the Administrative Agent, for the benefit of itself and the Lenders, a continuing security interest in and lien on all of Grantor’s right title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto and all goodwill associated with or symbolized by any of such Trademarks (though excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)) (the “**Trademark Collateral**”).

3. **Recordation.** Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. **Incorporation by Reference.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent (for the benefit of the Lenders) pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

5. **Governing Law.** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. **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. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

CONTINENTAL BATTERY MANUFACTURING CORPORATION, as Grantor

By: 
Name: David Nelson
Title: Chief Financial Officer

CRESCENT DIRECT LENDING, LLC,
as Administrative Agent

By: 

Name: Michael Rogers
Title: Managing Director

By: 

Name: Joseph Cignetti
Title: Managing Director

EXHIBIT A

TRADEMARKS

Grantor	Mark	Reg./Ser. No.	Reg./Filing Date
Continental Battery Manufacturing Corporation	TERMINATOR	1765232	1/16/1990
Continental Battery Manufacturing Corporation	CONTINENTAL	1577450	4/13/1993
Continental Battery Manufacturing Corporation	BUILT TO BEAT THE HEAT	2346884	5/2/2000
Continental Battery Manufacturing Corporation	CONTINENTAL BATTERIES	MO 2960	5/5/1975