

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503181

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|--|
| Trojan Battery Company, LLC | | 12/20/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Bank of America, N.A., as Collateral Agent |
| Street Address: | 100 NORTH TRYON ST., SUITE 170 |
| City: | CHARLOTTE |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28202 |
| Entity Type: | Bank: NORTH CAROLINA |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Registration Number: | 5031356 | SAFE-START |
| Registration Number: | 5182780 | TROJAN BATTERY SALES |
| Registration Number: | 4881420 | POLYON |
| Registration Number: | 4704935 | RELIANT |
| Registration Number: | 4655258 | SMART CARBON |
| Registration Number: | 4871199 | C-MAX TECHNOLOGY |
| Registration Number: | 4554203 | RANGER |
| Registration Number: | 4135303 | POWERTRON |
| Registration Number: | 3907118 | T2 |
| Registration Number: | 4088317 | OVERDRIVE AGM 31 |
| Registration Number: | 3717522 | HYDROLINK |
| Registration Number: | 3303457 | CLEAN ENERGY FOR LIFE |
| Registration Number: | 2756563 | |
| Registration Number: | 2484338 | ALPHA PLUS |
| Registration Number: | 2344031 | MAXGUARD |
| Registration Number: | 1914599 | |
| Registration Number: | 1813578 | TROJAN |
| Registration Number: | 1549847 | PACER |
| Serial Number: | 88148039 | TROJAN BATTERY COMPANY |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 87765265 | TRILLIUM |
| Serial Number: | 87735543 | DUAL-MAX |
| Serial Number: | 88181366 | CHARGING FORWARD |
| Serial Number: | 88197748 | |

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1029377 TM-M |
| NAME OF SUBMITTER: | Brandon H. Okun |
| SIGNATURE: | /Brandon H. Okun/ |
| DATE SIGNED: | 12/21/2018 |

Total Attachments: 8
source=(M) #91595349v2 - (Trademark Security Agreement (Trojan Battery Company))#page2.tif
source=(M) #91595349v2 - (Trademark Security Agreement (Trojan Battery Company))#page3.tif
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Form of Notice of Grant of Security Interest in Trademarks (ABL)

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL), dated as of December 20, 2018 (this “Notice”), made by TROJAN BATTERY COMPANY, LLC, a Delaware limited liability company (the “Pledgor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (ABL), dated as of December 20, 2018 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “*Collateral Agreement*”), among C&D Technologies, Inc. (the “*US Borrower*” or “*Borrower Representative*”), each other Subsidiary of Ampere Holdings I B.V. from time to time party thereto (each, a “*Subsidiary Loan Party*” and collectively, the “*Subsidiary Loan Parties*”), the Lenders party thereto from time to time, Bank of America, N.A., as collateral agent and security trustee (together with its successors and assigns in such capacities, the “*Collateral Agent*”), for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I, and all goodwill associated therewith or symbolized thereby; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the

rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination*. This Notice is made to secure the payment of the Secured Obligations. This Notice and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Notice. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Notice and any security interest in, to or under the Trademark Collateral.

SECTION 6. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

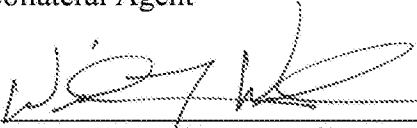
TROJAN BATTERY COMPANY, LLC

By: Donna Costello
Name: Donna Costello
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (ABL)]

TRADEMARK
REEL: 006507 FRAME: 0513


BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____


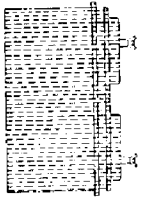
Name: William J. Wilson
Title: Senior Vice President


Trademarks Owned by Trojan Battery Company, LLC

Schedule I
to Notice of Grant of Security Interest (ABL) in Trademarks

| Mark | Jurisdiction | Application No./ Filing Date | Reg. No./ Reg. Date | Int'l Classes | Owner | Status/ Registration Basis |
|---|---------------|---------------------------------|------------------------|---------------|---------------------------------|----------------------------------|
| TROJAN BATTERY COMPANY  | United States | 881 48039 09-OCT-2018 | Not Available | 9 | TROJAN BATTERY COMPANY, LLC | Pending (TTU) |
| TRILLIUM | United States | 87765265 22-JAN-2018 | Not Available | 9 | TROJAN BATTERY COMPANY, LLC | Pending (TTU) |
| DUAL-MAX | United States | 87735543 27-DEC-2017 | Not Available | 9 | TROJAN BATTERY COMPANY, LLC | Pending (TTU) |
| SAFE-START | United States | 86881462 20-JAN-2016 | 5031356 30-AUG-2016 | 40 | TROJAN BATTERY COMPANY, LLC. | Registered |
| TROJAN BATTERY SALES <small>TROJAN BATTERY SALES</small> | United States | 86877169 15-JAN-2016 | 5182780 11-APR-2017 | 35 | TROJAN BATTERY COMPANY, LLC | Registered |
| POLYON POLYON | United States | 86651792 04-JUN-2015 | 4881420 05-JAN-2016 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |

| Mark | Jurisdiction | Application No./ Filing Date | Reg. No./ Reg. Date | Int'l Classes | Owner | Status/ Registration Basis |
|------------------|---------------|---------------------------------|------------------------|---------------|--------------------------------|----------------------------------|
| RELIANT | United States | 86142305 12-DEC-2013 | 4704935 17-MAR-2015 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| RELIANT | | | | | | |
| SMART CARBON | United States | 86112168 06-NOV-2013 | 4655258 16-DEC-2014 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| SMART CARBON | | | | | | |
| C-MAX TECHNOLOGY | United States | 86112175 06-NOV-2013 | 4871199 15-DEC-2015 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| C-MAX TECHNOLOGY | | | | | | |
| RANGER | United States | 85793252 03-DEC-2012 | 4554203 24-JUN-2014 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| RANGER | | | | | | |
| POWERTRON | United States | 85413076 01-SEP-2011 | 4135303 01-MAY-2012 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| POWERTRON | | | | | | |
| T2 | United States | 85022972 26-APR-2010 | 3907118 18-JAN-2011 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| T2 | | | | | | |
| OVERDRIVE AGM 31 | United States | 77768311 25-JUN-2009 | 4088317 17-JAN-2012 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| OverDrive AGM 31 | | | | | | |

| Mark | Jurisdiction | Application No./ Filing Date | Reg. No./ Reg. Date | Int'l Classes | Owner | Status/ Registration Basis |
|---|---------------|---------------------------------|------------------------|---------------|--------------------------------|----------------------------------|
| HYDROLINK | United States | 77581600 29-SEP-2008 | 3717522 01-DEC-2009 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| HYDROLINK | | | | | | |
| CLEAN ENERGY FOR LIFE CLEAN ENERGY FOR LIFE | United States | 78470905 20-AUG-2004 | 3303457 02-OCT-2007 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| <i>Design Only</i> | United States | 75872625 15-DEC-1999 | 2756563 26-AUG-2003 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
|  | | | | | | |
| ALPHA PLUS | United States | 75751525 15-JUL-1999 | 2484338 04-SEP-2001 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| MAXGUARD | United States | 75437833 20-FEB-1998 | 2344031 18-APR-2000 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| <i>Design Only</i> | United States | 74450387 20-OCT-1993 | 1914599 29-AUG-1995 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
|  | | | | | | |
| TROJAN | United States | 74381786 19-APR-1993 | 1813578 28-DEC-1993 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |
| PACER | United States | 73667449 19-JUN-1987 | 1549847 01-AUG-1989 | 9 | TROJAN BATTERY COMPANY, LLC | Registered |

| Mark | Jurisdiction | Application No./ Filing Date | Reg. No./ Reg. Date | Int'l Classes | Owner | Status/ Registration Basis |
|---|---------------|---------------------------------|------------------------|---------------|--------------------------------|----------------------------------|
| CHARGING FORWARD | United States | 88181366 05-NOV-2018 | | 9 | TROJAN BATTERY COMPANY, LLC | Pending (TTU) |
|  | United States | 88197748 16-NOV-2018 | | 9 | TROJAN BATTERY COMPANY, LLC | Pending (TTU) |