

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Form of Notice of Grant of Security Interest in Trademarks (Term Loan)		
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: 202-370-4750
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-P
NAME OF SUBMITTER:	Brandon Okun
SIGNATURE:	/Brandon Okun/
DATE SIGNED:	12/21/2018

Total Attachments: 8
source=(P) #91595354v2 - (Trademark Security Agreement (Trojan Battery Company))#page2.tif
source=(P) #91595354v2 - (Trademark Security Agreement (Trojan Battery Company))#page3.tif
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Form of Notice of Grant of Security Interest in Trademarks (Term Loan)

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (TERM LOAN), 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 (Term Loan), 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 “*Borrower*”), 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 (Term Loan)]

TRADEMARK
REEL: 006507 FRAME: 0553

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


By: Christine Trotter
Name: Christine Trotter
Title: Assistant Vice President

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


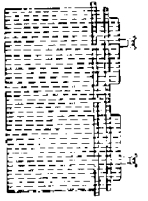
TRADEMARK
REEL: 006507 FRAME: 0554


Trademarks Owned by Trojan Battery Company, LLC

Schedule I
to Notice of Grant of Security Interest (Term Loan) 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)