

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exide Technologies		06/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 Livingston Avenue		
Internal Address:	Global Trust Services, Mailcode: EP-MN-WS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4093856	AKER WADE	
Registration Number:	2939939	AKER WADE	
Registration Number:	2785927	TWINMAX	
Registration Number:	2785926	UNIMAX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	mpotts@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Marissa Potts		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	16227-032		
NAME OF SUBMITTER:	Marissa Potts		
SIGNATURE:	/Marissa Potts/		
DATE SIGNED:	06/20/2019		
Total Attachments: 7			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “IP Security Agreement Supplement”) dated June 17, 2019, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of 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 First Lien Collateral Agent appointed pursuant to Section 11.07 of the Indenture (as hereinafter defined) and assigns, the “First 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 amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), with U.S. Bank National Association, as trustee and as First Lien Collateral Agent.

WHEREAS, as a condition precedent to the issuance of the Notes by the Holders under the Indenture, the Grantor and certain other Persons have executed and delivered that certain First Lien Security Agreement dated as of April 30, 2015, made by the Grantor and such other Persons to the First Lien Collateral Agent (as amended, 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.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (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, 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 with the goodwill symbolized thereby (the “Trademarks”);

(iii) 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”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) 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

(vi) any and 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 or arising from any of the foregoing;

provided, that, notwithstanding any of the other provisions set forth in this Section 1 or in any other First Lien Document, no Excluded Assets shall constitute Collateral under this IP Security Agreement Supplement and the security interest granted to the First Lien Collateral Agent pursuant to this IP Security Agreement Supplement 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 Supplement and the security interest created hereby secure the due and punctual payment and performance of all Secured Obligations of the Grantor. Without limiting the generality of the foregoing, this IP Security Agreement Supplement 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 the Company or any Subsidiary of the Company to any Secured Party under the First 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 Company, the Grantor and other Subsidiaries of the Company. Notwithstanding anything to the contrary contained in this IP Security Agreement Supplement, “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 to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement 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 First 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 Supplement, the terms of the Security Agreement shall govern and control.

SECTION 5. Governing Law. This IP Security Agreement Supplement 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 6. 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 First 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 First Lien Collateral Agent pursuant to this IP Security Agreement Supplement and the exercise of any right or remedy by the First 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 Supplement (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 Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EXIDE TECHNOLOGIES

By: _____

Name: John Gasparovic

Title: Executive Vice President,
Chief Legal Officer and Secretary


SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Serial No./ Filing Date</u>	<u>Reg. No./ Reg. Date</u>	<u>Owner</u>	<u>Status</u>
AKER WADE AKER WADE	United States	85357121 27-JUN-2011	4093856 31-JAN-2012	EXIDE TECHNOLOGIES	Registered
AKER WADE  AKER WADE	United States	78363238 05-FEB-2004	2939939 12-APR-2005	EXIDE TECHNOLOGIES	Registered
TWINMAX	United States	76464222 05-NOV-2002	2785927 25-NOV-2003	EXIDE TECHNOLOGIES	Registered
UNIMAX	United States	76464221 05-NOV-2002	2785926 25-NOV-2003	EXIDE TECHNOLOGIES	Registered

SCHEDULE C

Copyrights

None.