

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exide Technologies, LLC		08/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Exide Technologies GmbH		
Street Address:	Im Thiergarten		
City:	Büdingen		
State/Country:	GERMANY		
Postal Code:	63654		
Entity Type:	Private Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1459937	PREVAILER	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Megan Briskman		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	M.Briskman - 44362.0003		
NAME OF SUBMITTER:	Megan Briskman		
SIGNATURE:	/Megan Briskman/		
DATE SIGNED:	08/07/2020		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), effective as of August 7th, 2020 (“Effective Date”), is by and between Exide Technologies, LLC, a limited liability company organized and existing under the laws of Delaware (“Assignee”), and Exide Technologies GmbH, a private limited liability company organized and existing under the laws of Germany (“Assignor”) (each of Assignee and Assignor, a “Party” and, together, the “Parties”).

WHEREAS, pursuant to Section 6.16 of that certain Stock and Asset Purchase Agreement, dated as of June 17, 2020, by and among Exide Holdings, Inc. (“Seller”), Assignee, EIH Europe Acquisition LLC and certain noteholders (as amended, supplemented or otherwise modified, the “Purchase Agreement”), Seller has agreed to cause Assignor to transfer, convey and assign, and Assignee has agreed to acquire and accept from Assignor, all of Assignor’s right, title and interest in, to, and under the Assigned Trademark, on the terms and subject to the conditions set forth in the Purchase Agreement. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement;

WHEREAS, as required in the Purchase Agreement, Assignor hereby desires to transfer, convey and assign to Assignee the Trademark registration identified on Exhibit A hereto (the “Assigned Trademark”); and

WHEREAS, Assignee desires to acquire and accept the Assigned Trademark from Assignor.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **Assignment of Trademarks**. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee its entire worldwide right, title and interest in and to the Assigned Trademark, together with any and all goodwill connected with and symbolized by the Assigned Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.
2. **Binding Agreement**. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademark.
3. **Severability**. If any term or provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Assignment will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable,

the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

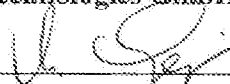
4. Amendments. This Assignment may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by each Party.
5. Further Assurances. Each of the Parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by the other Party to carry out the transactions contemplated by this Assignment, and shall take such reasonable actions as may be necessary or appropriate to record, memorialize or make effective the assignments of the Assigned Trademark contemplated hereby as may be reasonably requested by the other Party, and to vest and perfect in Assignee such right, title, and interest in and to the Assigned Trademark as sold, assigned and transferred to Assignee hereunder.
6. Recordations. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Trademark.
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.
8. Governing Law. This Assignment will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of New York, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of New York to be applied.
9. No Third-Party Beneficiaries. Nothing in this Assignment shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party.
10. Entire Agreement. This Assignment, the Purchase Agreement and the other Transaction Agreements (and all exhibits and schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

[Signature page follows]

IN WITNESS WHEREOF, the Parties, through their authorized representatives,
have caused this Assignment to be duly executed and delivered as of the Effective Date.

Assignor:

Exide Technologies GmbH

By: 

Name: *M. Geiger*
Title: *VP Sales, Marketing*

Assignee:

Exide Technologies, LLC

By: _____

Name:
Title:


[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]



IN WITNESS WHEREOF, the Parties, through their authorized representatives,
have caused this Assignment to be duly executed and delivered as of the Effective Date.

Assignor:

Exide Technologies GmbH

By:  _____

Name: Stefan Stübing

Title: President

Assignee:

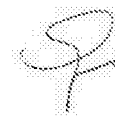
Exide Technologies, LLC

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]



TRADEMARK
REEL: 007017 FRAME: 0751

IN WITNESS WHEREOF, the Parties, through their authorized representatives,
have caused this Assignment to be duly executed and delivered as of the Effective Date.

Assignor:

Exide Technologies GmbH

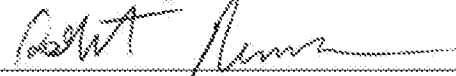
By: _____

Name:

Title:

Assignee:

Exide Technologies, LLC

By:  _____

Name: *Robert Penman*

Title: *Assistant Secretary*

EXHIBIT A

ASSIGNED TRADEMARK

Trademark	Country	Owner Name	Application Number	Application Date	Registration Number	Registration Date
PREVAILER	United States	Exide Technologies GmbH	73648967	3/11/1987	1459937	10/6/1987