

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621645

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTINENTAL BATTERY MANUFACTURING CORPORATION		01/20/2021	Corporation: TEXAS
CONTINENTAL BATTERY COMPANY		01/20/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	ACF FINCO I LP
Street Address:	560 White Plains Road
Internal Address:	4th floor
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1577450	CONTINENTAL
Registration Number:	1765232	TERMINATOR
Registration Number:	5305683	BARRACUDA
Registration Number:	3365860	BARRACUDA
Registration Number:	4978695	
Registration Number:	5664134	ELLIS BATTERY
Registration Number:	5678041	EXTREME ENERGY
Registration Number:	5842163	FISH HUNTER
Registration Number:	5580312	
Registration Number:	5599717	
Registration Number:	5247292	MAINSTREAM
Registration Number:	4937040	PRECISION ALTERNATORS AND STARTERS
Registration Number:	5214300	PRECISION BATTERIES
Registration Number:	6062220	BATTERYWHOLESALE
Registration Number:	6062221	BRIGHT WAY GROUP

CH \$490.00 1577450

Property Type	Number	Word Mark
Registration Number:	6062219	BRIGHT WAY GROUP
Registration Number:	4529381	REIKKEN
Serial Number:	88802047	BATTERY JOE
Serial Number:	88802063	BATTERY JOE

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 212-596-9287

Email: nicole.mollica@ropesgray.com

Correspondent Name: Nicole Mollica, Ropes & Gray LLP

Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	HIGM-149-003
NAME OF SUBMITTER:	Nicole Mollica
SIGNATURE:	/nicole mollica/
DATE SIGNED:	01/21/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each of (i) Continental Battery Manufacturing Corporation, a Texas corporation and (ii) Continental Battery Company, a Texas corporation (each, a “**Grantor**” and, collectively, the “**Grantors**”) in favor of ACF FINCO I LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement dated as of January 20, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, all extensions or renewals thereof, and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or violations thereof, and all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) all rights corresponding thereto throughout the world, and to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by such Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

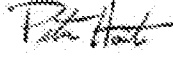
This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered

shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CONTINENTAL BATTERY
MANUFACTURING CORPORATION**, as a
Grantor


By: 
Name: Peter Hart
Title: Secretary

CONTINENTAL BATTERY COMPANY, as
a Grantor

By: 
Name: Peter Hart
Title: Secretary



ACCEPTED AND ACKNOWLEDGED BY:


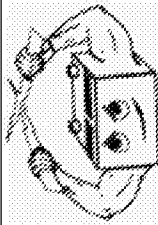
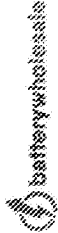

ACF FINCO I LP,
as Administrative Agent and Collateral Agent

By: 
Name: *Olen Szczepiak*
Title: *Authorized Signer*


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date
Continental Battery Manufacturing Corporation	CONTINENTAL	1577450	1/16/1990
Continental Battery Manufacturing Corporation	TERMINATOR	1765232	4/13/1993
Continental Battery Manufacturing Corporation	BARRACUDA	5305683	10/10/2017
Continental Battery Manufacturing Corporation		3365860	1/8/2008
Continental Battery Manufacturing Corporation		4978695	6/14/2016
Continental Battery Manufacturing Corporation	ELLIS BATTERY	5664134	1/29/2019
Continental Battery Company	EXTREME BATTERY	5678041	2/19/2019
Continental Battery Company	FISH HUNTER	5842163	08/27/2019

Grantor	Mark	Registration Number	Registration Date
Continental Battery Company		5580312	10/9/2018
Continental Battery Company		5599717	11/6/2018
Continental Battery Company	MAINSTREAM	5247292	07/18/2017
Continental Battery Company	PRECISION ALTRNATORS AND STARTERS	4937040	4/12/2016
Continental Battery Company	PRECISION BATTERIES	5214300	5/30/2017
Continental Battery Company	 batterywholesale	6062220	05/26/2020
Continental Battery Company	 BRIGHT WAY GROUP	6062221	05/26/2020
Continental Battery Company	BRIGHTWAY GROUP	6062219	05/26,2020
Continental Battery Company	REIKKEN	4529381	05/13/2014

TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Application Date
Continental Battery Company	BATTERY JOE	88/802,047	2/19/2020
Continental Battery Company		88/802,063	2/19/2020