

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Interest (Supplement No. 1)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Battery Company, LLC		01/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5719486	AMERICAN BATTERY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	01/27/2023		
Total Attachments: 6			
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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January [17], 2023, made by AMERICAN BATTERY, LLC, a Delaware limited liability company (the “Grantor”), in favor of Barclays Bank PLC, as Collateral Agent (the “Agent”) for the Lenders that are parties to the First Lien Credit Agreement, dated as of June 26, 2018, by and among Energy MidCo Ltd., an exempted company incorporated and existing in the Cayman Islands, Energy Holdings (Cayman) Ltd., an exempted company incorporated and existing in the Cayman Islands, Energy Acquisition LP, a Delaware limited partnership, (“Parent Borrower”), Energy Acquisition Company, Inc., a Delaware corporation (“Acquisition Borrower”), Electrical Components International, Inc., a Delaware corporation (“ECI Borrower”) (the Parent Borrower, Acquisition Borrower and ECI Borrower each, a “Borrower”, and collectively, the “Borrowers”), the Lenders and the Administrative Agent (as amended, restated, supplemented, waived or otherwise modified from time to time, the “First Lien Credit Agreement”).

WHEREAS, pursuant to the First Lien Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantor, the Borrowers and the other parties thereto have executed and delivered a Security Agreement, dated as of June 21, 2018, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the Security Agreement.
2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in (subject only to Liens permitted under the First Lien Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right,

title and interest, including without limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the First Lien Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

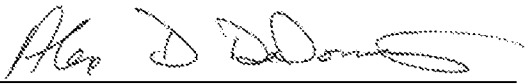
5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Collateral Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

* * *

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IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMERICAN BATTERY COMPANY, LLC

By: 

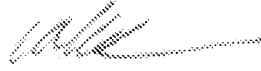
Name: Alex DeDominicis

Title: Chief Financial Officer and Secretary

[Signature Page to First Lien Trademark Agreement]

TRADEMARK
REEL: 007966 FRAME: 0384

BARCLAYS BANK PLC,
as Agent




By: _____

Name: Wendar Chen
Title: Vice President

SCHEDULE I

Trademark Registrations

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	American Battery Company, LLC	AMERICAN BATTERY & Design 	87814731	02/28/2018	5719486	04/09/2019

Trademark Applications

TRADEMARK

App. No.

Filing Date