

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Batteries Plus, LLC		06/27/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	CCP Agency, LLC, as Agent		
Street Address:	360 W. Rosemary Avenue		
Internal Address:	Suite 1700		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	6633893	NUON	
Registration Number:	6633892	NUON	
Registration Number:	6714547	WE FIX IT	
Registration Number:	6708568	X2POWER	
Registration Number:	6708567	X2POWER	
Registration Number:	6479142	CONTENDER	
Registration Number:	6714438	WERKER W BATTERIES PLUS PRO POWER	
Registration Number:	6403524	X XTREME	
Registration Number:	6438157	WERKER	
Registration Number:	6480639	ULTRALAST	
Registration Number:	6480638	ULTRALAST	
Registration Number:	6522125	LET'S GET TO WERK	
Registration Number:	6708177	W	
Registration Number:	6570649	WERKER W	
Registration Number:	6598860	WERKER W	
Registration Number:	6503884	LET'S GET TO WERK	
Registration Number:	6522076	W	
Registration Number:	6531972	X2 POWER	

OP \$1315.00 6633893

Property Type	Number	Word Mark
Registration Number:	6667580	BATTERIESPLUS
Registration Number:	6660482	BATTERIESPLUS POWER IT. LIGHT IT. FIX IT
Registration Number:	6357533	NUON
Registration Number:	6253019	BATTERIESPLUS POWER IT. LIGHT IT. FIX IT
Registration Number:	4789803	WE FIX IT
Registration Number:	4713817	TRUST THE PLUS
Registration Number:	4634205	BATTERIES + BULBS
Registration Number:	4634202	BATTERIES + BULBS
Registration Number:	4482474	BATTERIES + BULBS
Registration Number:	4744077	BATTERIES + BULBS
Registration Number:	4625585	
Registration Number:	4452568	BATTERIES PLUS BULBS
Registration Number:	4403059	BATTERIES + BULBS
Registration Number:	4438602	BATTERIES + BULBS
Registration Number:	4353192	BATTERIES + BULBS
Registration Number:	3894065	X2POWER
Registration Number:	3963488	CONTENDER
Registration Number:	3455880	ASCENT BATTERY SUPPLY
Registration Number:	3299649	WERKER
Registration Number:	2943090	WERKER
Registration Number:	2855876	NUON
Registration Number:	3959371	WERKER
Registration Number:	3887973	EVERY BATTERY. EVERY BULB. EVERY TIME.
Registration Number:	3887960	ADD POWER TO YOUR LIFE
Registration Number:	3887956	THE REPLACE IT PLACE
Registration Number:	3901836	ULTRA LAST
Registration Number:	3715049	BATTERIESPLUS
Registration Number:	3955295	BATTERIES BULBS
Registration Number:	3628191	GREENENERGY
Registration Number:	3322549	BATTERIES PLUS
Registration Number:	2725695	+·
Registration Number:	2750654	XTREME
Registration Number:	1673125	AMERICA'S BATTERY STORES
Registration Number:	1697440	BATTERIESPLUS

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6913.127
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	06/27/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 27, 2023, by Batteries Plus, LLC, a Wisconsin limited liability company ("Grantor"), in favor of CCP Agency, LLC, a Delaware limited liability company, as Agent (as defined in the Credit Agreement, as defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below).

WITNESSETH:

WHEREAS, Batteries Plus Holding Corporation, a Georgia corporation (the "Borrower"), the Lenders and Agent have entered into a Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for Agent and the Lenders to make various loans and extensions of credit to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, Grantor, the other grantors from time to time parties thereto, and Agent have entered into a Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor is required to secure all of the loans and extensions of credit referred to above, along with all of the other Obligations (as defined in the Credit Agreement), by granting to Agent, for the benefit of Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of Grantor's property, whether now owned or existing or hereafter acquired or arising, including without limitation on all of the property referred to in Section 2 below; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver this Agreement to Agent.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Persons, a security interest in all of such Grantor's right, title and interest in:

(a) Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. **MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, Agent may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

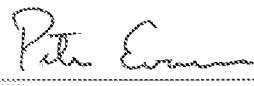
5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including, without limitation, by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures (including, without limitation, electronic signatures) delivered by facsimile, electronic mail or other similar means, each of which shall be fully binding on the signing party.

6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).**

[Signature Pages Follow]

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

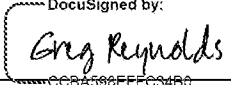
BATTERIES PLUS, LLC,
a Wisconsin limited liability company

By: 
Name: Peter Evans
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

CCP AGENCY, LLC, as Agent

By: Comvest Capital Advisors LLC, its sole Member

By:  _____
Name: Greg Reynolds
Title: Partner

SCHEDULE A**Trademarks**

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
BATTERIESPLUS POWER IT. LIGHT IT. FIX IT.	n/a	n/a	Batteries Plus, LLC
NUON	6633893	02/01/22	Batteries Plus, LLC
NUON	6633892	02/01/22	Batteries Plus, LLC
WE FIX IT	6714547	04/26/22	Batteries Plus, LLC
X2POWER	6708568	04/19/22	Batteries Plus, LLC
X2POWER	6708567	04/19/22	Batteries Plus, LLC
CONTENDER	6479142	09/07/21	Batteries Plus, LLC
WERKER W BATTERIES PLUS PRO POWER	6714438	04/26/22	Batteries Plus, LLC
X XTREME	6403524	06/29/21	Batteries Plus, LLC
WERKER	6438157	08/03/21	Batteries Plus, LLC
ULTRALAST	6480639	09/07/21	Batteries Plus, LLC
ULTRALAST	6480638	09/07/21	Batteries Plus, LLC
LET'S GET TO WERK	6522125	10/12/21	Batteries Plus, LLC
W	6708177	04/19/22	Batteries Plus, LLC
WERKER W	6570649	11/23/21	Batteries Plus, LLC
WERKER W	6598860	12/21/21	Batteries Plus, LLC
LET'S GET TO WERK	6503884	09/28/21	Batteries Plus, LLC
W	6522076	10/12/21	Batteries Plus, LLC
X2 POWER	6531972	10/19/21	Batteries Plus, LLC
BATTERIESPLUS	6667580	03/08/22	Batteries Plus, LLC
BATTERIESPLUS POWER IT.	6660482	03/01/22	Batteries Plus, LLC

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
LIGHT IT. FIX IT.			
NUON	6357533	05/18/21	Batteries Plus, LLC
BATTERIESPLUS POWER IT. LIGHT IT. FIX IT.	6253019	01/19/21	Batteries Plus, LLC
WE FIX IT	4789803	08/11/15	Batteries Plus, LLC
TRUST THE PLUS	4713817	03/31/15	Batteries Plus, LLC
BATTERIES + BULBS	4634205	11/04/14	Batteries Plus, LLC
BATTERIES + BULBS	4634202	11/04/14	Batteries Plus, LLC
BATTERIES + BULBS	4482474	02/11/14	Batteries Plus, LLC
BATTERIES + BULBS	4744077	05/26/15	Batteries Plus, LLC
[Design Only]	4625585	10/21/14	Batteries Plus, LLC
BATTERIES PLUS BULBS	4452568	12/17/13	Batteries Plus, LLC
BATTERIES + BULBS	4403059	09/17/13	Batteries Plus, LLC
BATTERIES + BULBS	4438602	11/26/13	Batteries Plus, LLC
BATTERIES + BULBS	4353192	06/18/13	Batteries Plus, LLC
X2POWER	3894065	12/21/10	Batteries Plus, LLC
CONTENDER	3963488	05/17/11	Batteries Plus, LLC
ASCENT BATTERY SUPPLY	3455880	06/24/08	Batteries Plus, LLC
WERKER	3299649	09/25/07	Batteries Plus, LLC
WERKER	2943090	04/19/05	Batteries Plus, LLC
NUON	2855876	06/22/04	Batteries Plus, LLC
WERKER	3959371	05/10/11	Batteries Plus, LLC
EVERY BATTERY. EVERY BULB. EVERY TIME.	3887973	12/07/10	Batteries Plus, LLC
ADD POWER TO YOUR LIFE	3887960	12/07/10	Batteries Plus, LLC
THE REPLACE IT PLACE	3887956	12/07/10	Batteries Plus, LLC
ULTRA LAST	3901836	01/04/11	Batteries Plus, LLC
BATTERIESPLUS	3715049	11/24/09	Batteries Plus, LLC

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
BATTERIES BULBS	3955295	05/03/11	Batteries Plus, LLC
GREENERGY	3628191	05/26/09	Batteries Plus, LLC
BATTERIES PLUS	3322549	10/30/07	Batteries Plus, LLC
+	2725695	06/10/03	Batteries Plus, LLC
XTREME	2750654	08/12/03	Batteries Plus, LLC
AMERICA'S BATTERY STORES	1673125	01/21/92	Batteries Plus, LLC
BATTERIESPLUS	1697440	06/30/92	Batteries Plus, LLC