

10/14/03

10-16-2003

OFFICE OF PUBLIC RECORDS

RE



102576119

2003 OCT 14 AM 11:25

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy as is.

1. Name of conveying party(ies):  
**FINANCE SECTION**  
Trojan Battery Company

2. Name and address of receiving party(ies):  
Name: Bank of America, N.A.  
Internal Address: \_\_\_\_\_  
Street Address: 525 South Flower Street  
City: Los Angeles State: California ZIP: 90007-2202

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of California  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other Amended & Restated Trademark and Trade Name Security Agreement

Execution Date: September 30, 2003

Individual(s) citizenship  
 Association National Banking Association  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
75/872625  
76/041639

B. Trademark registration No.(s)

2484338	1982024	1514383	1476667
1982023	1833725	2222135	0736313
1914599	1431858	1549847	1474033
1474035	0650432	1474034	1476666
2187015	1474032	2348719	2296822

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Cathryn A. Berryman  
Jenkins & Gilchrist, P.C.  
Internal Address: \_\_\_\_\_  
Street Address: 1445 Ross Avenue, Ste. 3200  
City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: Twenty-One (22)

7. Total fee (37 CFR 3.41): \$ 565.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:  
10-0447  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Cathryn A. Berryman  
10-7-03  
Signature Date

1/15/2003 8:00AM S: 0000219 75872625

FC: 0521 40.00 DP  
FC: 0522 525.00 DP

Total number of pages comprising cover sheet: -1- Total Pages -16-

AMENDED AND RESTATED TRADEMARK AND  
TRADE NAME SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT ("Agreement") is between TROJAN BATTERY COMPANY, a California corporation with its chief executive office at 12380 Clark Street, Santa Fe Springs, California 90670 (the "Debtor"), and BANK OF AMERICA, N.A., a national banking association with an office at 525 South Flower Street, Los Angeles, California 90007-2202 (the "Secured Party").

WHEREAS, the Debtor and the Secured Party entered into both that certain Credit Agreement (the "Original Credit Agreement") and that certain Security Agreement, each dated as of September 14, 2001, by which the Secured Party acquired security interests in the then owned or existing or thereafter acquired or arising trademarks and trade names and the applications or registrations thereof.

WHEREAS, the Debtor and the Secured Party entered into that certain Trademark and Trade Name Security Agreement dated as of September 14, 2001 which agreement was duly recorded with the United States Patent and Trademark Office.

WHEREAS, concurrently herewith, the Debtor and the Secured Party have entered into that certain Amended and Restated Credit Agreement (the "Amended Credit Agreement") which agreement amends and restates the Original Credit Agreement in its entirety.

WHEREAS, the Debtor has acquired, adopted, and used, and is using, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof, which, as indicated in Exhibit A, are registered in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant, transfer, assign, and convey a lien and security interest to the Secured Party in all rights, titles, and interests of the Debtor in and to the said trademarks and trade names, together with the goodwill of the business symbolized by such trademarks and trade names, and in the registrations or applications for registration thereof (all such property being referred to collectively herein as the "Trademark Collateral").

The Debtor further covenants and warrants to the Secured Party as follows:

(a) the Debtor is the sole and exclusive owner of the Trademark Collateral and all rights comprised of the Trademark Collateral, subject to limitations imposed by law, and has the full authority to make this assignment;

(b) Except as set forth on Exhibit B attached hereto and made a part hereof, none of the Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered, and is in all aspects free and clear of any encumbrances;

(c) to the Debtor's knowledge the validity of the Trademark Collateral has never been questioned;

(d) Except as set forth on Exhibit C attached hereto and made a part hereof, the Debtor has not entered into any contract or made any commitment that will or may impair the Secured Party's rights hereunder; and

(e) Except for Permitted Liens (as such term is defined in the Amended Credit Agreement), the Trademark Collateral and all rights comprised of the Trademark Collateral shall not be licensed or assigned in any manner without prior permission from the Secured Party.

THIS AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED, AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT THE SECURED PARTY'S OFFICES IN LOS ANGELES, CALIFORNIA, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED, AND PERFORMED THEREIN.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Amended and Restated Trademark and Trade Name Security Agreement as of this 30th day of September, 2003.

DEBTOR:

TROJAN BATTERY COMPANY

By: Joseph E. McCarthy  
Name: Joseph E. McCarthy  
Title: Executive Vice President

THE STATE OF CALIFORNIA    §  
  §  
COUNTY OF LOS ANGELES   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Joseph E. McCarthy, the Executive Vice President of Trojan Battery Company, a California corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30<sup>th</sup> day of September, 2003.

[ S E A L ]

My Commission Expires:

March 31, 2005

Cathy Lyn Dossey  
Notary Public in and for  
the State of California



IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Amended and Restated Trademark and Trade Name Security Agreement as of this 30th day of September, 2003.

SECURED PARTY:

BANK OF AMERICA, N.A.

By: K. Trieber

Name: Kevin Trieber

Title: Senior Vice President

THE STATE OF CALIFORNIA    §  
  §  
COUNTY OF LOS ANGELES   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Kevin Trieber, the Senior Vice President of Bank of America, N.A., a national banking association, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30<sup>th</sup> day of September, 2003.

[ S E A L ]

My Commission Expires:

Feb. 2, 2007

[Signature]  
Notary Public in and for  
the State of California

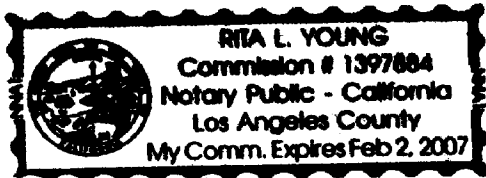


EXHIBIT A

Trademarks

See attached

Trade Names

AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT –  
EXHIBIT A

PASADENA 19611v1 20992-00053

**TRADEMARK**  
**REEL: 002844 FRAME: 0534**

Trojan Battery Company

TRADEMARK STATUS REPORT

TRADEMARK

Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
ALPHA PLUS	Australia	0874920-00028		9	813505	11/11/1999	813505	11/11/1999	11/11/2009	Registered	05/26/2000
ALPHA PLUS	Canada	0874920-00028			1,036,008	11/12/1999	TMA571,541	12/02/2002	12/02/2017	Registered	12/02/2002
ALPHA PLUS	Community Trademark	0874920-00028		9	1380088	11/11/1999	1380088	11/11/1999	11/11/2009	Registered	11/08/2001
ALPHA PLUS	Mexico	0874920-00028		9	405148	01/03/2000				Pending	01/03/2002
ALPHA PLUS	United States	0874920-00028		9	75751,525	07/15/1999	2,484,338	09/04/2001	09/04/2011	Registered	09/04/2001
AU/MAXGUARD	Australia	0874920-00034		9	770926	08/20/1998	770926	08/20/1998	08/20/2008	Registered	01/29/1999
CAMMAXGUARD	Canada	0874920-00034		9	0,886,789	08/07/1998				Published	07/30/2003
CAPACITY PLUS	United States	0874920-00029		9	74593,043	10/31/1994	1,982,023	06/25/1996	06/25/2006	Abandoned	06/19/2002
COLOR (MAROON)	Australia	0874920-00026		9	750445	12/05/1997	750445	12/05/1997	12/05/2007	Registered	03/08/2002
COLOR (MAROON)	Canada	0874920-00026			0,846,772	06/02/1997	TMA566,965	09/05/2002	09/05/2017	Registered	09/05/2002
COLOR (MAROON)	Community Trademark	0874920-00026		9	427104	11/18/1996	427104	11/18/1996	11/18/2006	Registered	10/27/2000
COLOR (MAROON)	United States	0874920-00026		9	74450,387	10/20/1993	1,914,599	08/29/1995	08/29/2005	Registered	08/29/1995
COURSER	United States	0874920-00030		9	73667,455	06/19/1987	1,474,035	01/26/1988	01/26/2008	Registered	01/26/1988
CT/MAXGUARD	Community Trademark	0874920-00034		9	911040	08/20/1998	911040	08/20/1998	08/20/2008	Registered	05/14/2001
CYCLE PLUS	United States	0874920-00031		9	74593,044	10/31/1994	1,982,024	06/25/1996	06/25/2006	Abandoned	06/19/2002
DESIGN (FLYING HORSE)	Austria	0874920-00025		9	AM4956/93	10/19/1993	152104	04/14/1994	04/30/2004	Registered	04/14/1994
DESIGN (FLYING HORSE)	Belarux	0874920-00025		9	76229	10/19/1993	541043	10/19/1993	10/19/2003	Registered	08/01/1994
DESIGN (FLYING HORSE)	Canada	0874920-00025			0,739,446	10/19/1993	TMA473102	03/19/1997	03/19/2012	Registered	03/19/1997

Trojan Battery Company

TRADEMARK STATUS REPORT

Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
DESIGN (FLYING HORSE)	Community Trademark	0874920-00025		9	162628	04/01/1996	162628	04/01/1996	04/01/2006	Registered	10/20/1998
DESIGN (FLYING HORSE)	Costa Rica	0874920-00025		9	N/A	01/13/1997	103456	08/27/1997	08/27/2007	Registered	08/27/1997
DESIGN (FLYING HORSE)	Denmark	0874920-00025		9	0674993	10/19/1993	011301994	02/18/1994	02/18/2004	Registered	02/18/1994
DESIGN (FLYING HORSE)	Dominican Republic	0874920-00025		9	27349	07/28/1998	99712	10/15/1998	10/15/2018	Registered	10/15/1998
DESIGN (FLYING HORSE)	Finland	0874920-00025		9	934691	10/19/1993	134048	09/05/1994	09/05/2004	Registered	09/05/1994
DESIGN (FLYING HORSE)	France	0874920-00025		9	93/488116	10/18/1993	93/488116	10/18/1993	10/17/2003	Registered	04/01/1994
DESIGN (FLYING HORSE)	Germany	0874920-00025		9	T35649/9Wz	10/18/1993	2073422	10/18/1993	10/31/2003	Registered	08/01/1994
DESIGN (FLYING HORSE)	Guatemala	0874920-00025		9	009258	11/27/1996				Pending	01/03/2002
DESIGN (FLYING HORSE)	Haiti	0874920-00025		9	T000807	07/27/1998	45/119	12/11/1998	12/11/2008	Registered	12/11/1998
DESIGN (FLYING HORSE)	Honduras	0874920-00025		9	3077/97	03/14/1997	69284	08/18/1997	08/18/2007	Registered	08/18/1997
DESIGN (FLYING HORSE)	Italy	0874920-00025		9	T093C001997	10/19/1993	665466	10/19/1993	10/19/2003	Registered	12/19/1995
DESIGN (FLYING HORSE)	Japan	0874920-00025		9	H110-061860	07/23/1998	4310386	08/27/1999	08/27/2009	Registered	08/27/1999
DESIGN (FLYING HORSE)	Mexico	0874920-00025		9	180868	10/19/1993	503429	10/19/1993	10/19/2003	Registered	09/08/1995
DESIGN (FLYING HORSE)	New Zealand	0874920-00025		9	231228	10/19/1993	231228	03/17/1997	03/17/2004	Registered	03/17/1997
DESIGN (FLYING HORSE)	Norway	0874920-00025		9	935051	10/19/1993	165622	11/24/1994	11/24/2004	Registered	11/24/1994
DESIGN (FLYING HORSE)	Singapore	0874920-00025		9	12252/96	11/13/1996	T96/12252B	11/13/1996	11/13/2006	Registered	05/08/1999
DESIGN (FLYING HORSE)	Sweden	0874920-00025		9	9309771	10/19/1993	259013	06/17/1994	06/17/2004	Registered	06/17/1994
DESIGN (FLYING HORSE)	Switzerland	0874920-00025		9	1115819938	10/19/1993	417327	10/19/1993	10/19/2003	Registered	10/19/1993
DESIGN (FLYING HORSE)	Thailand	0874920-00025		9	324856	12/24/1996	Kor68398	12/24/1996	12/24/2006	Registered	02/05/1998

TRADEMARK

REEL: 002844 FRAME: 0536



Trojan Battery Company

TRADEMARK STATUS REPORT

Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
DESIGN (FLYING HORSE)	United Kingdom	0874920-00025		9	1550982	10/19/1993	1550982	10/19/2000	10/19/2010	Registered	11/11/1994
DESIGN (FLYING HORSE)	United States	0874920-00025		9	74381,783	04/19/1993	1,833,725	05/03/1994	05/03/2004	Registered	05/03/1994
DESIGN (WINGED HORSE)	Canada	0874920-00024			1,062,964	06/12/2000	TMA568,370	10/02/2002	10/02/2017	Registered	10/02/2002
DESIGN (WINGED HORSE)	Community Trademark	0874920-00024		9	1675206	05/25/2000	1675206	10/02/2001	05/25/2010	Registered	10/02/2001
DESIGN (WINGED HORSE)	Hong Kong	0874920-00024		9	2000/12751	12/15/1999	04106/2002	12/15/1999	12/15/2006	Registered	04/15/2002
DESIGN (WINGED HORSE)	Mexico	0874920-00024		9	430909	06/14/2000	666063	06/14/2000	06/14/2010	Registered	07/27/2000
DESIGN (WINGED HORSE)	Singapore	0874920-00024		9	T00/10262B	06/14/2000	T00/10262B	12/15/1999	12/15/2009	Registered	12/15/1999
DESIGN (WINGED HORSE)	United States	0874920-00024		9	75/872,625	12/15/1999				Allowed	03/04/2003
GEL-SAFE	United States	0874920-00032		9	73/614,224	08/11/1986	1,431,858	03/10/1987	03/10/2007	Registered	03/10/1987
MASTERCARGE	United States	0874920-00033		9	76/041,639	05/05/2000				Abandoned	05/19/2003
MILEAGE MASTER	Australia	0874920-00035		9	813506	11/11/1999	813506	11/11/1999	11/11/2009	Registered	11/24/2000
MILEAGE MASTER	Canada	0874920-00035		9	1,036,007	11/12/1999	TMA557,677	02/11/2002	02/11/2017	Registered	02/11/2002
MILEAGE MASTER	Community Trademark	0874920-00035		9	1379536	11/11/1999				Abandoned	11/13/2001
MILEAGE MASTER	Mexico	0874920-00035		9	400237	11/23/1999	639155	11/23/1999	11/23/2009	Registered	01/27/2000
MILEAGE MASTER	United States	0874920-00035		9	71/683,000	03/07/1955	0,650,432	08/20/1997	08/20/2007	Renewed	08/20/1997
MUSTANG	United States	0874920-00036		9	73/667,454	06/19/1987	1,514,383	11/29/1988	11/29/2008	Registered	11/29/1988
MXMAXGUARD	Mexico	0874920-00034		9	343523	08/13/1998	596008	08/13/1998	08/13/2008	Registered	12/09/1998
ODYSSEY	United States	0874920-00037		9	75/139,461	07/18/1996	2,222,135	02/09/1999	02/09/2009	Registered	02/09/1999
PACER	United States	0874920-00038		9	73/667,449	06/19/1987	1,549,847	08/01/1989	08/01/2009	Registered	08/01/1989

Trojan Battery Company

TRADEMARK STATUS REPORT

Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
PACKHORSE	United States	0874920-00039		9	73/667,452	06/19/1987	1,474,034	01/26/1988	01/26/2008	Registered	01/26/1988
PERFORMANCE PLUS	United States	0874920-00040		9	74/593,045	10/31/1994	2,187,015	09/08/1998	09/08/2008	Registered	09/08/1998
PLOWHORSE	United States	0874920-00041		9	73/667,447	06/19/1987	1,474,032	01/26/1988	01/26/2008	Registered	01/26/1998
POLYON	Australia	0874920-00042		9	813504	11/11/1999	813504	11/11/1999	11/11/2009	Registered	06/07/2000
POLYON	Canada	0874920-00042			1,036,009	11/12/1999	TMA551,419	09/24/2001	09/24/2016	Registered	09/24/2001
POLYON	Community Trademark	0874920-00042		9	1380112	11/11/1999	1380112	11/11/1999	11/11/2009	Registered	12/22/2000
POLYON	Mexico	0874920-00042		9	405149	01/03/2000	642266	01/03/2000	01/03/2010	Registered	02/22/2000
POLYON	United States	0874920-00042		9	75/751,508	07/15/1999	2,348,719	05/09/2000	05/09/2010	Registered	05/09/2000
PUREBRED	United States	0874920-00043		9	73/667,453	06/19/1987	1,476,667	02/16/1988	02/16/2008	Registered	02/16/1988
QUICK WATER	United States	0874920-00044		9	72/128,118	09/18/1961	0,736,313	08/21/1982	08/21/2002	Abandoned	08/13/2002
SADDLEHORSE	United States	0874920-00045		9	73/667,450	06/19/1987	1,474,033	01/26/1988	01/26/2008	Registered	01/26/1988
SEA STALLION	United States	0874920-00046		9	73/667,451	06/19/1997	1,476,666	02/16/1988	02/16/2008	Registered	02/16/1988
SUPERGEL	Canada	0874920-00047		9	0,885,619	07/27/1998				Pending	05/06/2003
SUPERGEL	Community Trademark	0874920-00047		9	888040	07/27/1998	888040	07/27/1998	07/27/2008	Registered	12/22/1999
SUPERGEL	Mexico	0874920-00047		9	341345	07/27/1998	597386	07/27/1998	07/27/2008	Registered	01/13/1999
SUPERGEL	United States	0874920-00047		9	75/424,083	01/27/1998	2,296,822	11/30/1999	11/30/2009	Registered	11/30/1999
TROJAN	Australia	0874920-00022		9	746800	10/21/1997	746800	10/21/1997	10/21/2007	Registered	03/25/2002
TROJAN	Austria	0874920-00022		9	AM4957/93	10/19/1993	150741	01/14/1994	01/31/2004	Registered	01/14/1994
TROJAN	Belux	0874920-00022		9	76230	10/19/1993	541044	10/19/1993	10/19/2003	Registered	08/01/1994

TRADEMARK

REEL: 002844 FRAME: 0538

Trojan Battery Company

TRADEMARK STATUS REPORT

Mark Name	Country	Client-Matter Number	Client Ref. Number	Class No.	Serial Number	Filing Date	Current Reg. Number	Current Reg. Date	Renewal Date	Sub Status	Sub Status Date
TROJAN	Canada	0874920-00022		9	0,739,430	10/19/1993				Abandoned	02/12/2003
TROJAN	China P.R.	0874920-00022		9	960040660	03/27/1996	1042242	06/28/1997	06/28/2007	Registered	06/28/1997
TROJAN	Community Trademark	0874920-00022		9	162610	04/01/1996	162610	04/01/1996	04/01/2006	Registered	10/07/1998
TROJAN	Costa Rica	0874920-00022		9	n/a	01/16/1997	103457	08/27/1997	08/27/2007	Registered	08/27/1997
TROJAN	Denmark	0874920-00022		9	0674893	10/19/1993	011291994	02/18/1994	02/18/2004	Registered	02/18/1994
TROJAN	Dominican Republic	0874920-00022		9	27339	07/28/1998	99713	09/15/1998	09/15/2018	Registered	09/15/1998
TROJAN	Finland	0874920-00022		9	934690	10/19/1993	134047	09/05/1994	09/05/2004	Registered	09/05/1994
TROJAN	France	0874920-00022		9	93/488115	10/18/1993	93/488115	10/18/1993	10/17/2003	Registered	04/01/1994
TROJAN	Germany	0874920-00022		9	T35618/9Wz	10/18/1993	2074842	10/18/1993	10/31/2003	Registered	08/11/1994
TROJAN	Guatemala	0874920-00022		9	009259	11/27/1996				Pending	01/08/2002
TROJAN	Haiti	0874920-00022		9	T000806	07/27/1998	44/119	12/11/1998	12/11/2008	Registered	12/11/1998
TROJAN	Honduras	0874920-00022		9	3078/97	03/14/1997	69249	08/18/1997	08/18/2007	Registered	08/18/1997
TROJAN	Hong Kong	0874920-00022		9	2722/96	03/06/1996	02329/1998	03/06/1996	03/06/2003	Abandoned	02/26/2003
TROJAN	Italy	0874920-00022		9	T093C001996	10/19/1993	665465	10/19/1993	10/19/2003	Registered	12/19/1996
TROJAN	Japan	0874920-00022		9	H10-061859	07/23/1998	4335033	11/12/1999	11/12/2009	Registered	11/12/1999
TROJAN	Mexico	0874920-00022		9	180869	10/19/1993	517168	10/19/1993	10/19/2003	Registered	02/21/1996
TROJAN	New Zealand	0874920-00022		9	231227	10/19/1993	231227	04/19/2000	04/19/2014	Registered	01/16/1998
TROJAN	Norway	0874920-00022		9	935050	10/19/1993	165621	11/24/1994	11/24/2004	Registered	11/24/1994
TROJAN	Singapore	0874920-00022		9	T96/122531	11/13/1996	T96/122531	11/13/1996	11/13/2006	Registered	12/13/1999

TRADEMARK

REEL: 002844 FRAME: 0539

Page 6+ May contain more than one class/goods number.

EXHIBIT B

AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT –  
EXHIBIT B

PASADENA 19611v1 20992-00053

TRADEMARK  
REEL: 002844 FRAME: 0541

1. **Owned Propriety Rights:** see attached lists
2. **Licensing agreements or arrangements:** the following agreements contain licenses to use certain of the Proprietary Rights for the marketing or production of the Borrower's products.

**A. Master Distributor Agreements with the following parties (contain licenses to certain marks of the Borrower for sales and marketing purposes):**

- AA Battery
- Batteries, Inc. dba Standard Batteries, Allied Battery and Battery X-Change & Repair, Inc.
- Battery Sales/Service, LLC
- Continental Battery Co.
- Harris Battery Company, Inc.
- Hensley Battery
- Magnacharge Battery Corp.
- Northeast Battery
- Northwest Battery (formerly Battery X-Change)
- Piedmont Battery (Hecks Battery)
- Safe Start, Inc.
- Standard Batteries
- Storage Battery Systems
- Sunbelt Batteries Co.
- Shumaker Battery

EXHIBIT C

AMENDED AND RESTATED TRADEMARK AND TRADE NAME SECURITY AGREEMENT –  
EXHIBIT C

PASADENA 19611v1 20992-00053

**TRADEMARK**  
**REEL: 002844 FRAME: 0543**

1. **Owned Propriety Rights:** see attached lists
2. **Licensing agreements or arrangements:** the following agreements contain licenses to use certain of the Proprietary Rights for the marketing or production of the Borrower's products.
  - A. **Master Distributor Agreements with the following parties (contain licenses to certain marks of the Borrower for sales and marketing purposes):**
    - AA Battery
    - Batteries, Inc. dba Standard Batteries, Allied Battery and Battery X-Change & Repair, Inc.
    - Battery Sales/Service, LLC
    - Continental Battery Co.
    - Harris Battery Company, Inc.
    - Hensley Battery
    - Magnacharge Battery Corp.
    - Northeast Battery
    - Northwest Battery (formerly Battery X-Change)
    - Piedmont Battery (Hecks Battery)
    - Safe Start, Inc.
    - Standard Batteries
    - Storage Battery Systems
    - Sunbelt Batteries Co.
    - Shumaker Battery