

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EnerSys Energy Products Inc., f/k/a Hawker Energy Products Inc.		06/27/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3369181	ODYSSEY
Serial Number:	77307426	ODYSSEY THE EXTREME BATTERY
Registration Number:	3368815	TROLLING THUNDER
Registration Number:	3380671	TROLLING THUNDER THE EXTREME DUAL PURPOSE BATTERY
Serial Number:	77422420	CYCL N
Registration Number:	1667996	GENESIS
Registration Number:	1213155	CYCLON

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-819-8200
 Email: trademarkdocket@whitecase.com

CH \$190.00 3369181

Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1130973-0002

NAME OF SUBMITTER: Matthew Bart

Signature: /Matthew Bart/

Date: 07/16/2008

Total Attachments: 8
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**GRANT OF SECURITY
INTEREST IN U.S. PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, EnerSys Energy Products Inc., f/k/a Hawker Energy Products Inc., a Delaware corporation ("the Grantor") with principal offices at 617 North Ridgeview Drive, Warrensburg, MO 64093, hereby grants to Bank of America, N.A., as Collateral Agent (the "Grantee") with principal offices at 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, CA 94103, for the benefit of the Secured Creditors, a continuing security interest in, to and under all of the following: (i) all right, title and interest of the Grantor in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with the registrations and right to all renewals thereof, the goodwill of the business of such Assignor symbolized by the Marks and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same; (ii) all right, title and interest of the Grantor in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, together with all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same; and (iii) all Proceeds and products of any and all of the foregoing (collectively, the "Trademark and Patent Collateral").

Notwithstanding anything to the contrary contained herein, the Trademark and Patent Collateral shall at no time include any items which would at such time constitute Excluded Collateral, including any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a); provided, that upon the Grantor submitting an acceptable notice of such trademark's or service mark's use, such trademark or service mark shall no longer fall within this definition of Excluded Collateral.

THIS GRANT (this "Grant"), effective as of June 27, 2008, is made as security for the prompt and complete payment and performance when due of all of all the Obligations of the Grantor under the Security Agreement, among Grantor, the other assignors from time to time party thereto, and the Grantee, dated as of June 27, 2008 (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement"). Capitalized terms used, but not otherwise defined, in this Grant shall have the meanings given in the Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and the security interest granted hereunder shall terminate upon termination of the Security Agreement. Upon written request of the Grantor, the Collateral

Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademark and Patent Collateral under this Grant.

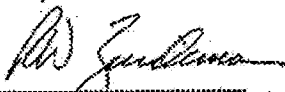
This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

**THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED
BY THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned have executed this Grant on the date first written above.

ENERSYS ENERGY PRODUCTS INC.
F/K/A HAWKER ENERGY PRODUCTS
INC.

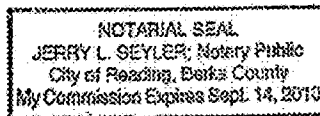
Grantor,

By: 
Name: Richard W. Zuidema
Title: President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF BERKS)

On this 27 day of June 2008, before me personally came Richard W. Zuidema who, being by me duly sworn, did state as follows: that he is President of EnerSys Energy Products Inc. FKA Hawker Energy Products Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public



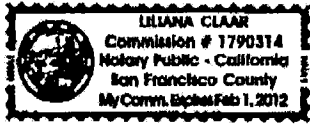
BANK OF AMERICA, N.A.,
as Collateral Agent, as Grantee

By: 
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SAN FRANCISCO }
On JUNE 25 2008 before me, LILIANA CLAR
Date Here Insert Name and Title of the Officer
personally appeared ROBERT RITTELMEYER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Liliana Clar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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SCHEDULE A

U.S. TRADEMARKS OWNED BY ENERSYS ENERGY PRODUCTS INC.,
f/k/a Hawker Energy Products Inc.

Mark	Serial/Reg. No.	Date of Reg./Applic.
ODYSSEY	3,369,181	January 15, 2008
ODYSSEY THE EXTREME BATTERY & Design	77/307,426	October 17, 2007
TROLLING THUNDER	3,368,815	January 15, 2008
TROLLING THUNDER THE EXTREME DUAL PURPOSE BATTERY	3,380,671	February 18, 2008
CYCLON (LOGO)	77/422,420	March 14, 2008
GENESIS	1,667,996	10 December 1991
cyclon	1,213,155	October 19, 1982

SCHEDULE B

U.S. PATENTS AND PATENT APPLICATIONS OWNED
BY ENERSYS ENERGY PRODUCTS INC., f/k/a Hawker Energy Products Inc.

App. Number	Patent No.	Issue Date
390,318	4,902,532	20 Feb. 1990
573,106	5,120,620	9 Jun. 1992
030,762	5,380,603	10 Jan. 1995
187,789	5,389,465	14 Feb. 1995
544,622	5,686,202	11 Nov. 1997
544,813	5,663,015	2 Sep. 1997
652,804	5,834,134	10 Nov. 1998
045,408	D383,434	9 Sep. 1997
707,753	6,555,265	10 Apr. 2003
295,479	4,421,832	20 Dec. 1983
623,959	6,602,638	5 Aug. 2003
593,584	5,637,419	10 Jun. 1997
566,190	6,534,212	18 Mar. 2003
879,674	4,769,299	6 Sept. 1988
887,437	5,182,178	26 Jan. 1993