

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERNATIONAL BATTERY, INC.		01/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DP THREE LLC c/o Wexford Capital, LP		
Street Address:	411 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77634044	NICOMAX	
Serial Number:	77634096	INTERNATIONAL BATTERY	
Serial Number:	77785557	IB	
Serial Number:	85224165	IBEXUS	
Serial Number:	85458121	HYPERCLASS	
Serial Number:	85458137	HYDROMAX	
CORRESPONDENCE DATA			
Fax Number:	(617)607-9084		
Phone:	(860) 275-0622		
Email:	rdharris@daypitney.com, rjwasserman@daypitney.com, edugan@daypitney.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard D. Harris c/o Day Pitney LLP		
Address Line 1:	One Audobon Street, 6th Floor		
Address Line 4:	New Haven, CONNECTICUT 06511		

CH \$165.00 77634044

ATTORNEY DOCKET NUMBER:	196300-000030-EAD
NAME OF SUBMITTER:	Richard D. Harris
Signature:	/s/Richard D. Harris 090901302012/
Date:	01/30/2012
Total Attachments: 6 source=TM SECURITY INT#page1.tif source=TM SECURITY INT#page2.tif source=TM SECURITY INT#page3.tif source=TM SECURITY INT#page4.tif source=TM SECURITY INT#page5.tif source=TM SECURITY INT#page6.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of January 26, 2012 is made by INTERNATIONAL BATTERY, INC., a Delaware corporation, located at 6845 Snowdrift Road, Allentown, PA 18106 (the "Obligor"), in favor of DP Three LLC, a Delaware limited liability company, located at c/o Wexford Capital LP, 411 West Putnam Avenue, Greenwich, Connecticut 06830 (the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to the Senior Secured Demand Promissory Note (Including Security Agreement) of Obligor dated January 26, 2012 (as may be amended, extended or supplemented from time to time, the "Note"), the Secured Party has agreed to make a loan to the Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Note, the Obligor pledged and granted to the Secured Party a continuing security interest in all of its intellectual property, including all of its trademarks; and

WHEREAS, the Obligor 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, and in order to induce the Secured Party to make loans and other financial accommodations to the Obligor pursuant to the Note, the Obligor agrees, for the benefit of the Secured Party, as follows:

SECTION 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 Note.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under all of its trademarks (including, without limitation, those items listed on Schedule A hereto, and the entire goodwill of the business of the Obligor connected with and symbolized by such trademarks) (collectively, the "Collateral"), to the Secured Party to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Party in connection with the Note and is expressly subject to the terms and conditions thereof. The Note (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of the Note shall govern.

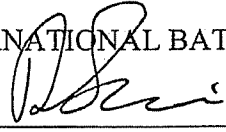
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement shall be governed by the laws of the State of Delaware applicable to contracts entered into and to be performed within the State of Delaware.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto 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.

INTERNATIONAL BATTERY, INC.

By: 

Name: Dennis Sadlowski

Title: Chief Executive Officer

DP THREE LLC

By: _____

Name: Jay Maymudes

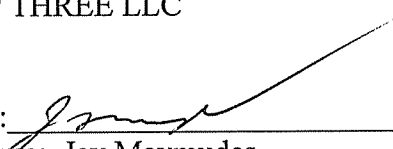
Title: Vice President, Secretary and Treasurer

IN WITNESS WHEREOF, the parties hereto 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.

INTERNATIONAL BATTERY, INC.

By: _____
Name: Dennis Sadlowski
Title: Chief Executive Officer

DP THREE LLC

By:  _____
Name: Jay Maymudes
Title: Vice President, Secretary and Treasurer

Prepared by 315

Grant of Security Interest in Trademark Rights
Approved by Blaze W. Am. J.
DATE 1/26/12

SCHEDULE A
TRADEMARKS

Grant of Security Interest in Trademark Rights
259441.1

TRADEMARK
REEL: 004706 FRAME: 0848

International Battery Trademark Status Chart

Status Key
Italics Trademark Registered

Matter No	Mat Ref	Filing Date	Serial No.	Registration No.	Status	Comments
IBI-T0001	U.S. Trademark Application - NICOMAX	16-Dec-2008	77/634,044		Abandoned per client instructions	
IBI-T0002	U.S. Trademark Application - INTERNATIONAL BATTERY (word mark)	16-Dec-2008	77/634,096	3,795,190	Registered May 25, 2010	
IBI-T0003	U.S. Trademark Application - INTERNATIONAL BATTERY (Logo)	21-Jul-2009	77/785,557	3,849,403	Registered September 21, 2010	
IBI-T0004	U.S. Trademark Application - IBEXUS	24-Jan-2011	85/224,165	4,081,248	Registered January 3, 2012	
IBI-T0005	U.S. Trademark Application - HyperClass	27-Oct-2011	85/458,121		Awaiting initial action	
IBI-T0007	U.S. Trademark Application - HydroMax	27-Oct-2011	85/458,137		Awaiting initial action	