

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION		05/13/2022	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Stryten Energy LLC		
Street Address:	3700 Mansell Road		
Internal Address:	Suite 400		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	87897364	FURY X-3	
Serial Number:	88754525	FURY X-7	
Serial Number:	87240337	MARATHON FPX	
Serial Number:	88019298	MARATHON FTX	
Serial Number:	87845689	LIFTFORCE LPX	
Serial Number:	88100481	SURE START	
Serial Number:	86893779	TUBULAR CMX	
Serial Number:	86870168	TUBULAR LMX	
Serial Number:	86867732	TUBULAR LMX	
Serial Number:	87067896	TUBULAR MPX	
Serial Number:	76464222	TWINMAX	
Serial Number:	76464221	UNIMAX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$315.00 87897364

Phone: 2026312021
Email: valerie.purdy-pyeron@rieblinglaw.com
Correspondent Name: Valerie Purdy-Pyeron, Paralegal
Address Line 1: 1717 Pennsylvania Avenue, N.W.
Address Line 2: Suite 1025
Address Line 4: Washington, D.C. 20006-3951

ATTORNEY DOCKET NUMBER: 335-105 RELEASE 6390-0188

NAME OF SUBMITTER: Valerie A. Purdy-Pyeron, Paralegal

SIGNATURE: /valerie a. purdy-pyeron/

DATE SIGNED: 05/18/2022

Total Attachments: 7

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**THIS IS A RELEASE OF THE SECURITY INTEREST RECORDED ON MAY 16, 2018 AT REEL/FRAME
6390/0188**

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of May 13, 2022 (this “**Release**”), is made by U.S. Bank National Association, in its capacity as collateral agent under the Indenture (the “**Collateral Agent**”) in favor of Stryten Energy LLC (as assignee of Exide Technologies, LLC, (the “**Grantor**”) with respect to the Released Property (“**Stryten**”).

WHEREAS, the Grantor entered into (a) that certain Indenture dated as of April 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), with the Collateral Agent and (b) that certain First Lien Security Agreement dated as of April 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) with the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in and to, among other property, the Collateral, including the patents and patent applications set forth on Exhibit A hereto and the trademarks and trademark applications set forth on Exhibit B hereto (collectively, the “**Released Property**”);

WHEREAS, under the terms of the Security Agreement, the Grantor has executed and delivered (i) that certain Intellectual Property Security Agreement dated as of August 13, 2018 and recorded with the United States Patent and Trademark Office (the “**USPTO**”) on August 23, 2018 at Patent Reel 046683 Reel 0475 and Trademark Reel 6421 Frame 0250; (ii) that certain Intellectual Property Security Agreement dated as of May 16, 2016 and recorded with the USPTO on May 17, 2016 at Patent Reel 038618 Frame 0700; (iii) that certain Intellectual Property Security Agreement dated as of August 11, 2015 and recorded with the USPTO on August 28, 2015 at Patent Reel 036446 Frame 0634; (iv) that certain Intellectual Property Security Agreement dated as of February 14, 2017 and recorded with the USPTO on February 14, 2017 at Trademark Reel 5988 Frame 0472; (v) that certain Intellectual Property Security Agreement dated as of May 14, 2018 and recorded with the USPTO on May 16, 2018 at Trademark Reel 6390 Frame 0188; (vi) that certain Intellectual Property Security Agreement dated as of November 13, 2018 and recorded with the USPTO on November 14, 2018 at Trademark Reel 6537 Frame 0392; (vii) that certain Intellectual Property Security Agreement dated as of May 16, 2016 and recorded with the USPTO on May 17, 2016 at Trademark Reel 5795 Frame 0216; (viii) that certain Intellectual Property Security Agreement dated as of August 12, 2016 and recorded with the USPTO on August 16, 2016 at Trademark Reel 5858 Frame 0664; (ix) that certain Intellectual Property Security Agreement dated as of February 13, 2018 and recorded with the USPTO on February 13, 2018 at Trademark Reel 6293 Frame 0783; and (x) that certain Intellectual Property Security Agreement dated as of June 17, 2019 and recorded with the USPTO on June 20, 2019 at Trademark Reel 6674 Frame 0921 (each an “**IP Security Agreement**” and together the “**IP Security Agreements**”); and

WHEREAS, pursuant to In re Exide Holdings, Inc., Case No. 20-11157 (CSS) Docket No. 690 (Bankr. D. Del. Aug. 6, 2020) (the “**Court Order**”) the court authorized the sale of certain of the Grantor’s assets (the “**Acquired Assets**,” as described in the Court Order), free and

clear of liens, claims, encumbrances, and other interests pursuant to the Stock and Asset Purchase Agreement, dated as of July 27, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) by and among the Grantor, as seller, Battery BidCo LLC, as buyer (together with its permitted assigns under the Purchase Agreement, the “**Buyer**”), and Atlas Capital Resources III LP, as guarantor, and pursuant to the intellectual property assignment and assumption agreement, effective as of August 25, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Assignment and Assumption Agreement**”) by and among the Grantor, as assignor, and Stryten and others as assignees, the Grantor assigned to Stryten all of its rights, title and interest in and to the Released Property; and

WHEREAS, pursuant to the Court Order, all Claims (as defined in the Court Order) of the Collateral Agent have been unconditionally released, discharged and terminated as to Buyer and the Acquired Assets owned by the Grantor; and the Collateral Agent is deemed to have released any Claims held by it on the Acquired Assets and is authorized and directed to take any such actions as may be reasonably requested by the Grantor to evidence the release of such Claims, including the execution, delivery and filing or recording of such releases as may be reasonably requested by the Grantor or Buyer; and

WHEREAS, at the request of the Grantor and Stryten and in accordance with the Court Order, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Property.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

1. Defined Terms. Any capitalized term that is not otherwise defined herein shall have the meaning given to such term in the relevant IP Security Agreement or the Security Agreement, as applicable.
2. Release of Security Interest. The Collateral Agent hereby terminates, cancels, releases and discharges (i) its and the Secured Parties’ liens on and security interests in the Released Property, including under the Security Agreement, and (ii) the IP Security Agreements.
3. Recordation. The Collateral Agent authorizes and requests that the USPTO and any applicable government officer record this Release.
4. Further Assurances. The Collateral Agent hereby agrees, at the Grantor’s and Stryten's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the intent and purpose of this Release.
5. Governing Law. This Release shall be governed by, and construed in accordance with, the law of the State of New York, excluding its choice of laws rules.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION
As Collateral Agent

By: 

Name: Sandra Spivey

Title: Vice President

Stryten 2015 Indenture First Lien Release

RECORDED: 05/18/2022

TRADEMARK
REEL: 007724 FRAME: 0901