

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
SAFT AMERICA INC.		01/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	16, Boulevard des Italiens
City:	Paris
State/Country:	FRANCE
Postal Code:	75009
Entity Type:	CORPORATION:

Name:	BNP Paribas
Street Address:	16, Boulevard des Italiens
City:	Paris
State/Country:	FRANCE
Postal Code:	75009
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1038142	AMERICAD
Registration Number:	2171745	COMPETITOR SERIES
Registration Number:	2637893	ETERNACELL
Registration Number:	1856218	LION
Registration Number:	2317103	POWERING A WIRELESS WORLD
Registration Number:	2068050	TEAMING
Registration Number:	721248	NICAD

CORRESPONDENCE DATA

CH \$190.00 1038142

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128788300
Email: trademark.group@cliffordchance.com
Correspondent Name: Melissa Scanzillo
Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166-0153

ATTORNEY DOCKET NUMBER:

C2017-05440

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Melissa Scanzillo

Total Attachments: 4
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SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, SAFT AMERICA INC., a Delaware corporation (herein referred to as "**Grantor**"), having an address at 711 Gil Harbin Industrial Boulevard, Valdosta, GA 31601, USA (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, Grantor has entered into a Security Agreement dated as of January 14, 2004 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**," the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of BNP Paribas as Security Trustee; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Security Trustee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Liabilities.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further confirm, and put on the public record, its grant to Security Trustee of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Liabilities.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Trustee with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Trustee's address is 16, Boulevard des Italiens, 75009, Paris, France.

IN WITNESS WHEREOF, Grantor has duly executed or caused this Supplement to Security Agreement to be duly executed as of January 14th, 2004.

SAFT AMERICA INC.

By:

A handwritten signature in black ink, appearing to read 'Khushrow K. Press', written over a horizontal dotted line.

.....

Name: Khushrow K. Press

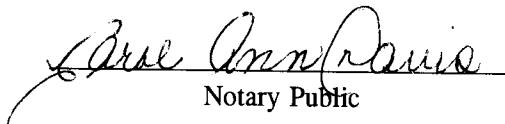
Title: President

STATE OF MARYLAND)

) ss.:

COUNTY OF BALTIMORE)

On this 14th day of January, 2004, before me personally appeared Khushrow K. Press, to me known, who, being by me duly sworn, did depose and say that he/she resides at 6302 Bellona Avenue, Baltimore, Maryland and that he/she is President of Grantor; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.


Notary Public

**SCHEDULE 1 TO THE SUPPLEMENT TO SECURITY AGREEMENT
(TRADEMARKS)**

List of the registrations of the trademarks,
whether currently used or not, which are owned by
SAFT AMERICA INC
(legal owner)

Ref.	Mark	Country	Class(es)	Date (filing, registration or last renewal)	Number (filing, registration or last renewal)	Recorded in the name of the legal owner	Status as know on June 16, 2003	Next renewal
003288	AMERICAD	UNITED STATES OF AMERICA	09	24-JUL-1996	1 038 142	YES	REGISTERED	20-APR-2006
203124	COMPETITOR SERIES	UNITED STATES OF AMERICA	09	07-JUL-1998	2 171 745	YES	REGISTERED	07-JUL-2008 (Affidavit = 07-JUL-2004)
203122	ETERNACELL	UNITED STATES OF AMERICA	09	22-OCT-2002	2 637 893	NO	REGISTERED	22-OCT-2012 (Affidavit = 22-OCT-2008)
003544	LION	UNITED STATES OF AMERICA	09	27-SEP-1994	1 856 218	NO	REGISTERED	27-SEP-2004
003255	NICAD	UNITED STATES OF AMERICA	09	31-MAY-2001	721 248	YES	REGISTERED	12-SEP-2011
203123	POWERING-A WIRELESS WORLD	UNITED STATES OF AMERICA	09	08-FEV-2000	2 317 103	YES	REGISTERED	08-FEV-2010 (Affidavit = 08-FEV-2006)
	TEAMING	UNITED STATES OF AMERICA	42	03-JUN-1997	2 068 050	YES	REGISTERED	