

04-09-2004



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Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent

record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ESRMCO, Inc.

Individuals Association
 General Partnership Limited Partnership

Corporation - Delaware
 Other

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

2. Name and address of receiving party(ies):

Name: Bank of America, N.A.

Internal Address:
 Street Address: Mailcode NC1-001-15-04
101 North Tryon Street
 City: Charlotte State: North Carolina Zip Code: 28255

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - _____
 Corporation _____
 Other First-Lien Collateral Agent

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: March 17, 2004

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

A. Trademark Application No.(s)

78/269826

Additional numbers attached? Yes No

Trademark Registration No.(s)

1559619	2815089	1758119	1001993
319475	1557785	1758118	816535
1229476	709282	2356074	2229379
1292706	1545225	82219	1732555
2081911	1174952	1725132	2084828
2422430	2352644	1274932	2357889
1785355	953048	2263210	1267829
2082287	1619487		

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41): \$ 700.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)
 (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.

Helen Bruno [Signature] April 6, 2004
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
 PO Box 1450
 Alexandria, VA 22313-1450

04/06/2004 BBYRNE 00000012 78269826

01 FC:8521 40.00/DP
 02 FC:8522 750.00/DP

ASSIGNMENT OF SECURITY INTEREST IN U.S. TRADEMARKS

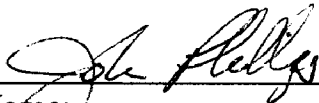
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ESRMCO, INC., a Delaware corporation (“the Assignor”) with principal offices at 14 Par la ville Road, Hamilton HMJX, Bermuda, hereby assigns and grants to Bank of America, N.A., as First-Lien Collateral Agent (the “Assignee”) with principal offices at Mailcode NC1-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, a security interest in (i) all of the Assignor’s right, title and interest in and to the trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and, (iv) 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.

THIS ASSIGNMENT OF SECURITY INTEREST (this “Assignment”), effective as of March 17, 2004, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement, among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 17, 2004 (as amended, restated, modified and/or supplemented from time to time, the “Security Agreement”).

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee 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 Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17 day of March, 2004.

ESRMCO, INC.
Assignor,

By: 
Name:
Title:

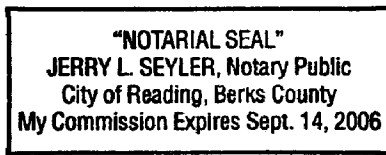
BANK OF AMERICA, N.A.,
as First Lien Collateral Agent, as Assignee

By: _____
Name:
Title:

Pennsylvania
STATE OF ~~NEW YORK~~)
Berks) ss.:
COUNTY OF ~~NEW YORK~~)

On this 17 day of March, 2004, before me personally came, John Phillips who, being by me duly sworn, did state as follows: that [s]he is Vice President of ESRMCO, INC., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Jerry L. Seyler
Notary Public




IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 17 day of March, 2004.

ESRMCO, INC.
Assignor,

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as First Lien Collateral Agent, as Assignee

By: 
Name: **Charles D. Graber**
Title: **Vice President**

California

STATE OF NEW YORK)

) ss.:

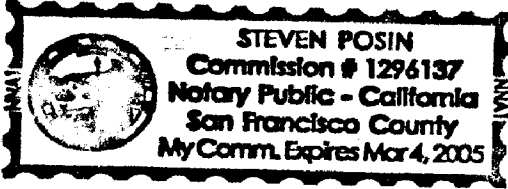
COUNTY OF NEW YORK)

San Francisco

On this 17th day of March, 2004, before me personally came Charles D. Graham who, being by me duly sworn, did state as follows: that [s]he is Vice President of BANK OF AMERICA, N.A., that [s]he is authorized to execute the foregoing Assignment on behalf of said company and that [s]he did so by authority of said company.

Steven Posin

Notary Public



Schedule A

U.S. TRADEMARKS OWNED BY ESRMCO, INC.

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg./Applic.</u>	<u>Notes</u>
ALPHA SERIES & Design	1,559,619	Oct. 10, 1989	1
CHALLENGER	319475	Nov. 27, 1934	1
CHALLENGER	1229476	Mar. 8, 1983	3
CHALLENGER PLUS	1292706	Sep. 4, 1984	1
COBRA	2,081,911	July 22, 1997	1
COBRA LINK	2422430	Jan. 23, 2001	1
DEPTH CHARGER	1,785,355	Aug. 3, 1993	1
DESERTHOG	2815089	Feb. 17, 2004	1
DYNACEL	1,557,785	Sept. 26, 1989	1
DYNACLAD	709,282	Jan. 3, 1961	1
G SERIES & Design	1,545,225	June 27, 1989	1
GROUND HUGGER	1,174,952	Oct. 27, 1981	1
HERITAGE	2,352,644	May 23, 2000	1
HERTNER	953,048	Feb. 13, 1973	1
HUP.	1758119	Mar. 16, 1993	1
HUP. THE BETTER BUILT BATTERY	1,758,118	March 16, 1993	1
INDEPENDENCE	2,356,074	June 6, 2000	1
IRONCLAD	78269826	July 2, 2003	1
IRONCLAD & Design	82,219	26 June 2001	1
LOADHOG & Design	1,725,132	Oct. 20, 1992	1
MXB	1274932	Apr. 24, 1984	1

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg./Applic.</u>	<u>Notes</u>
PERMA-CONNECT	2263210	July 20, 1999	1
POWER PARTNERS	1,001,993	Jan. 21, 1975	1
RAIL-TITAN	816,535	Oct. 11, 1966	1
SMARTHOG	2,229,379	March 2, 1999	1
SUPERHOG	1,732,555	Nov. 17, 1992	1
THE GENERAL	2,084,828	July 29, 1997	2
WORKHOG	2,357,889	June 13, 2000	1
YT	1267829	Feb. 21, 1984	1
YUASA SERVICE	2082287	Jul. 22, 1997	1
DESIGN ONLY	1619487	Oct. 30,1990	1

Note 1: Patent and Trademark Office records show ownership in the name of Yermco, Inc.

Note 2: Patent and Trademark Office records show ownership in the name of Yuasa-Exide, Inc.

Note 3: Patent and Trademark Office records show ownership in the name of Yuasa-Exide Battery Corporation