

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

6737-93 (4)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>Microporous Products, L.P.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>Delaware Limited Partnership</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Madison Capital Funding LLC</u>  Internal: <u>as agent</u>  Address: _____  Street Address: <u>30 S. Wacker</u>  City: <u>Chicago</u>  State: <u>IL</u>  Country: <u>USA</u>      Zip: <u>60606</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>Delaware LLC</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>November 6, 2006</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Laura Konrath</u>  Internal Address: <u>Winston &amp; Strawn LLP</u>  Street Address: <u>35 W. Wacker Dr.</u>  City: <u>Chicago</u>  State: <u>IL</u>      Zip: <u>60601</u>  Phone Number: <u>312-558-6352</u>  Fax Number: <u>312-558-5700</u>  Email Address: <u>lkonrath@winston.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <u>4</u></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ <u>115</u></b></p> <p><input type="checkbox"/> Authorized to be charged by credit card  <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers _____  Expiration Date _____</p> <p>b. Deposit Account Number <u>232428</u>  Authorized User Name <u>Laura Konrath</u></p>
<p><b>9. Signature:</b> _____  Signature: _____      Date: <u>11/29/06</u>  <u>Laura Konrath</u>      Total number of pages including cover sheet, attachments, and document: _____  Name of Person Signing</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation  
 Schedule 1  
 to Trademark  
 Security Agreement

ITW

U.S. TRADEMARK REGISTRATIONS

Trademark	Country	Serial # / Filing Date	Reg. # / Reg. Date	Goods/Services
ACE-SIL	U.S.	71351790 5/24/34	0317229 9/18/34	9, hard rubber separators for storage batteries
AMERACE	U.S.	72301297 6/25/68	0876406 9/9/69	9, storage battery parts-namely, separators and containers
CELLFORCE	U.S.	75917240 2/14/00	2532864 1/22/02	9, battery separators
FLEX-SIL	U.S.	73178432 7/17/78	1118794 5/22/79	17, battery separators

FOREIGN TRADEMARK REGISTRATIONS

Trademark	Country	Serial # / Filing Date	Reg. # / Reg. Date	Goods/Services
FLEX-SIL	Canada	044098400 6/13/79	TMA252748 11/14/80	9, battery separators.
ACE-SIL	Canada	021310500 11/12/51	UCA041202 11/12/51	9, hard rubber separators for storage batteries.
ACE SIL	France	96 610962 2/15/96	96 610962	9, electric accumulators and their components; separators of rubber hard for electric batteries.
CELLFORCE	France	00 3046876 8/14/00	00 3046876	9, battery separators.
FLEX SIL	France	INP1145430 7/24/89	1546371	9, separators for batteries; accumulators; apparatus and electric instruments and electronics 17, rubber, balata and substitutes, items made of these substances not included in other classes; paper sheets, plates and rods of plastics (semi finished products); substances used for weather-stripping, for packing and for insulating; asbestos, mica and their products; flexible tubes not of metal.
MICROPOR SIL	France	94 518842 5/4/94	94 518842	9, separators for batteries.
ACE-SIL	Germany	39606674 7 2/13/96	39606674 5/24/96	9, gum dividing elements, in particular ebonite dividing elements for accumulators.
CELLFORCE	Germany	30054784 6 7/24/00	30054784 10/31/00	9, battery separators.
FLEX SIL	Germany	A 32302 9WZ 7/21/79	1003144 6/9/80	9, batteries inserted liner; batteries; electro technical and electronic apparatus and

TRADEMARK

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2006, is between **MICROPOROUS PRODUCTS**, a Delaware limited partnership (the "Grantor") and **MADISON CAPITAL FUNDING LLC**, a Delaware limited liability company, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

**RECITALS**

**WHEREAS**, Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

**WHEREAS**, Grantor has entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Madison Capital Funding LLC, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders;

**WHEREAS**, pursuant to the terms of that certain Borrower Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with Grantee, for itself and the lenders referred to therein ("Lenders"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Liabilities; and

**WHEREAS**, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark registrations (together with any renewals or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of

the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark application referred to in Schedule 1 annexed hereto.

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto.

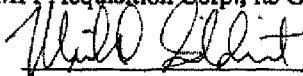
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank;  
Signature Page Follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**MICROPOROUS PRODUCTS, L.P.,**  
a Delaware limited partnership, as the Borrower

By: MPI Acquisition Corp., its General Partner

By:   
Name: Michael Gilchrist  
Title: President

Acknowledged:

**MADISON CAPITAL FUNDING LLC,**  
a Delaware limited liability company, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

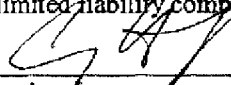
**MICROPOROUS PRODUCTS, L.P.,**  
a Delaware limited partnership, as the Borrower

By: MPI Acquisition Corp., its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**MADISON CAPITAL FUNDING LLC,**  
a Delaware limited liability company, as Agent

By:   
Name: Craig  
Title: Managing Director

[Signature page to Trademark Security Agreement]

*Schedule 1  
to Trademark  
Security Agreement*

U.S. TRADEMARK REGISTRATIONS

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ACE-SIL	Canada	021310500 11/12/51	UCA041202 11/12/51	9, hard rubber separators for storage batteries.
ACE SIL	France	96 610962 2/15/96	96 610962	9, electric accumulators and their components; separators of rubber hard for electric batteries.
CELLFORCE	France	00 3046876 8/14/00	00 3046876	9, battery separators.
FLEX SIL	France	INP1145430 7/24/89	1546371	9, separators for batteries; accumulators; apparatus and electric instruments and electronics 17, rubber, balata and substitutes, items made of these substances not included in other classes; paper sheets, plates and rods of plastics (semi finished products); substances used for weather-stripping, for packing and for insulating; asbestos, mica and their products; flexible tubes not of metal.
MICROPOR SIL	France	94 518842 5/4/94	94 518842	9, separators for batteries.
ACE-SIL	Germany	39606674 7 2/13/96	39606674 5/24/96	9, gum dividing elements, in particular ebonite dividing elements for accumulators.
CELLFORCE	Germany	30054784 6 7/24/00	30054784 10/31/00	9, battery separators.
FLEX SIL	Germany	A 32302 9WZ 7/21/79	1003144 6/9/80	9, batteries inserted liner; batteries; electro technical and electronic apparatus and

Trademark	Country	Serial # / Filing Date	Reg. # / Reg. Date	Goods/Services
				equipment (as included in class 9).
CELLFORCE	Italy	4792 2000 RM 7/28/00	900858 7/4/03	9, separators for batteries.
FLEX-SIL	Italy	2691 99 TO 8/27/99	882549 (renewal Reg. No.)  (378892 original Reg. No.)	9, battery separators, batteries, electrical electronic apparatus and instruments. 17 gum elastic, balata and substitutes, articles not included in other classes made from such materials; materials for caulking, stopping and insulation, asbestos, mica and their products; flexible tubes not of metal.
MICROPOR-SIL	Italy	6437 94 MI 6/30/94	697333 12/18/96	9, battery separators
MICROPOR-SIL	Japan	H06-045313 5/6/94	3301349 5/9/97	9, battery separators; all included in class 9.
FLEX-SIL	South Africa		79/2989	
ACE-SIL	United Kingdom	1585788 9/22/94	1585788 3/15/96	9, separators for electric storage batteries and for accumulators; all included in class 9.
CELLFORCE	United Kingdom	2240324 7/24/00	2240324 1/5/01	9, battery separators.
FLEX-SIL	United Kingdom	B1115681 6/11/79	B1115681	17, rubber in the form of sheets (non-textile) for use in enveloping and in separating battery plates.
MICROPOR-SIL	United Kingdom	B1560730 2/1/94	B1560730 9/29/95	9, battery separators; all included in class 9.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

Trademark	Country	Serial # / Filing Date	Reg. # / Reg. Date	Goods/Services
MICROPOR-SIL	Italy	113 2004 TO 1/16/04		9, battery separators