

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enersys Delaware Inc.		06/27/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	1455 Market Street, 5th Floor		
Internal Address:	Mail Code: CA5-701-05-19		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2931609	EXPRESS FAST CHARGER	
Registration Number:	2709460	ENERSYS	
Registration Number:	2084828	THE GENERAL	
Registration Number:	0953048	HERTNER	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1130973-0002		

CH \$115.00 2931609

NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	07/16/2008
Total Attachments: 8 source=enersys delaware#page1.tif source=enersys delaware#page2.tif source=enersys delaware#page3.tif source=enersys delaware#page4.tif source=enersys delaware#page5.tif source=enersys delaware#page6.tif source=enersys delaware#page7.tif source=enersys delaware#page8.tif	

**GRANT OF SECURITY
INTEREST IN U.S. PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Energysys Delaware Inc., a Delaware corporation ("the Grantor") with principal offices at 2366 Bernville Road, Reading, PA 19605, hereby grants to Bank of America, N.A., as Collateral Agent (the "Grantee") with principal offices at 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, CA 94103, for the benefit of the Secured Creditors, a continuing security interest in, to and under all of the following: (i) all right, title and interest of the Grantor in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with the registrations and right to all renewals thereof, the goodwill of the business of such Assignor symbolized by the Marks and 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; (ii) all right, title and interest of the Grantor in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, together with all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same; and (iii) all Proceeds and products of any and all of the foregoing (collectively, the "Trademark and Patent Collateral").

Notwithstanding anything to the contrary contained herein, the Trademark and Patent Collateral shall at no time include any items which would at such time constitute Excluded Collateral, including any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such mark pursuant to 15 U.S.C. § 1051 Section 1(b) and for which a form evidencing use of the mark in interstate commerce has not been filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1060(a); provided, that upon the Grantor submitting an acceptable notice of such trademark's or service mark's use, such trademark or service mark shall no longer fall within this definition of Excluded Collateral.

THIS GRANT (this "Grant"), effective as of June 27, 2008, is made as security for the prompt and complete payment and performance when due of all of all the Obligations of the Grantor under the Security Agreement, among Grantor, the other assignors from time to time party thereto, and the Grantee, dated as of June 27, 2008 (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement"). Capitalized terms used, but not otherwise defined, in this Grant shall have the meanings given in the Security Agreement.

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

This Grant and the security interest granted hereunder shall terminate upon termination of the Security Agreement. Upon written request of the Grantor, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in

recordable form releasing the lien on and security interest in the Trademark and Patent Collateral under this Grant.

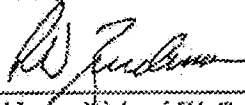
This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED
BY THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned have executed this Grant on the date first written above.

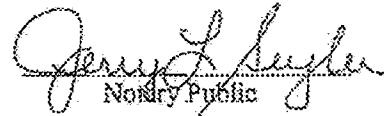
ENERSYS DELAWARE INC.

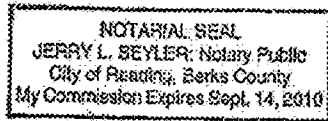
Grantor

By: 
Name: Richard W. Zuidema
Title: President

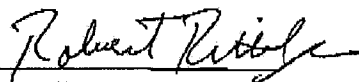
COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF BERKS)

On this 27 day of June 2008, before me personally came Richard W. Zaidema who, being by me duly sworn, did state as follows: that he is President of EnerSys Delaware Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public



BANK OF AMERICA, N.A.,
as Collateral Agent, as Grantee

By: 
Name: ROBERT RITTELMAYER
Title: VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On JUNE 25 2008 before me, LILIANA CLAR
Date Here Insert Name and Title of the Officer

personally appeared ROBERT RITTELMEYER
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Liliana Clar
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

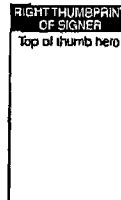
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

U.S. TRADEMARKS OWNED BY ENERSYS DELAWARE INC.

Mark	Serial/Reg. No.	Date of Reg./Applic.
EXPRESS FAST CHARGER	2,931,609	Sep. 10, 2002
ENERSYS	2,709,460	April 22, 2003
THE GENERAL	2,084,828	July 29, 1997
HERTNER & Design*	953,048	Feb. 13, 1973

SCHEDULE B

U.S. PATENTS AND PATENT
APPLICATIONS OWNED BY ENERSYS DELAWARE INC.

<u>App. Number</u>	<u>Patent No.</u>	<u>Issue Date</u>
09/702,369	6,482,541	11/19/2002
09/338,476	6,361,897	03/26/2002