

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest recorded on April 6, 2004 at Reel/Frame 2945/0325

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/27/2008	Second-Lien Collateral Agent:

RECEIVING PARTY DATA

Name:	Esrnico, Inc.
Street Address:	14 Par la Ville Road
City:	Hamilton HMJX
State/Country:	BERMUDA
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1559619	ALPHA SERIES
Registration Number:	0319475	CHALLENGER
Registration Number:	1229476	CHALLENGER
Registration Number:	1292706	CHALLENGER PLUS
Registration Number:	2081911	COBRA
Registration Number:	2422430	COBRA LINK
Registration Number:	1785355	DEPTH CHARGER
Registration Number:	2815089	DESERTHOG
Registration Number:	1557785	DYNACEL
Registration Number:	0709282	DYNACLAD
Registration Number:	1545225	G SERIES
Registration Number:	1174952	GROUND HUGGER
Registration Number:	2352644	HERITAGE
Registration Number:	0953048	HERTNER
Registration Number:	1758119	HUP.

CH \$790.00 1559619

Registration Number:	1758118	HUP. THE BETTER BUILT BATTERY
Registration Number:	2356074	INDEPENDENCE
Registration Number:	2865140	IRONCLAD
Registration Number:	0082219	IRONCLAD
Registration Number:	1725132	LOADHOG
Registration Number:	1274932	MXB
Registration Number:	2263210	PERMA-CONNECT
Registration Number:	1001993	POWER PARTNERS
Registration Number:	816535	RAIL-TITAN
Registration Number:	2229379	SMARTHOG
Registration Number:	1732555	SUPERHOG
Registration Number:	2084828	THE GENERAL
Registration Number:	2357889	WORKHOG
Registration Number:	1267829	YT
Registration Number:	2082287	YUASA SERVICE
Registration Number:	1619487	

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Matthew Bart

Signature: /Matthew Bart/

Date: 07/17/2008

TRADEMARK

REEL: 003817 FRAME: 0476

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of this 27th day of June, 2008, given by Bank of America, N.A., as Second-Lien Collateral Agent, (the "Assignor") with principal offices at Mailcode NC1-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, to ESRMCO, Inc., a Delaware corporation (together with any successors-in-interest to the Marks, the "Assignee"), having an address at 14 Par la Ville Road, Hamilton HMJX, Bermuda, as follows:

WITNESSETH

WHEREAS, pursuant to the Assignment of Security Interest in U.S. Trademarks, dated effective as of March 17, 2004, between Assignor and Assignee (the "Trademark Security Agreement"), the Assignee granted to the Assignor a security interest in (i) all of Assignee's right, title and interest in and to the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), 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 business 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 (the "Trademark Collateral"), to secure the satisfactory performance and payment of all the Obligations (as defined in that certain Security Agreement, dated as of March 17, 2004, among the Assignee, the other assignors from time to time party thereto and the Assignor (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement")) of the Assignee; and

WHEREAS, the Assignor wishes to release its security interest and restore all right, title and interest in and to the Trademark Collateral to the Assignee and to dissolve any and all liens and encumbrances respecting the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby releases and discharges its security interest, and quit claims, reconveys, and relinquishes unto the Assignee all of its right, title and interest, in the Trademark Collateral granted to Assignor by the Assignee pursuant to the Trademark Security Agreement, which Trademark Security Agreement was duly recorded on April 6, 2004, at Reel/Frame 2945/0325 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,
has caused this instrument to be executed under seal on the date first written above.

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

By Robert Rittelmeier
Name:
Title: ROBERT RITTELMAYER
VICE PRESIDENT

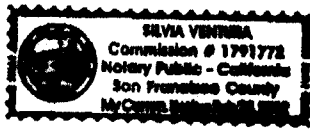
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of San Francisco }
 On June 25, 2008 before me, Sylvia Ventura
Date Here insert Name and Title of the Officer
 personally appeared Robert Bittelmeier
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.



Place Notary Seal Above

Signature Sylvia Ventura
Signature of Notary Public

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: _____

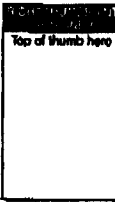
Document Date: _____ Number of Pages: _____

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>Mark</u>	<u>Serial/Reg. No.</u>	<u>Date of Reg./Applic.</u>
ALPHA SERIES & Design	1,559,619	Oct. 10, 1989
CHALLENGER	319,475	Nov. 27, 1934
CHALLENGER	1,229,476	Mar. 8, 1983
CHALLENGER PLUS	1,292,706	Sep. 4, 1984
COBRA	2,081,911	July 22, 1997
COBRA LINK	2,422,430	Jan. 23, 2001
DEPTH CHARGER	1,785,355	Aug. 3, 1993
DESERTHOG	2,815,089	Feb. 17, 2004
DYNACEL	1,557,785	Sept. 26, 1989
DYNACLAD	709,282	Jan. 3, 1961
G SERIES & Design	1,545,225	June 27, 1989
GROUND HUGGER	1,174,952	Oct. 27, 1981
HERITAGE	2,352,644	May 23, 2000
HERTNER	953,048	Feb. 13, 1973
HUP.	1,758,119	Mar. 16, 1993
HUP. THE BETTER BUILT BATTERY		
	1,758,118	March 16, 1993
INDEPENDENCE	2,356,074	June 6, 2000
IRONCLAD	2,865,140	July 20, 2004
IRONCLAD & Design	82,219	June 6, 1911
LOADHOG & Design	1,725,132	Oct. 20, 1992
MXB	1,274,932	Apr. 24, 1984
PERMA-CONNECT	2,263,210	July 20, 1999
POWER PARTNERS	1,001,993	Jan. 21, 1975
RAIL-TITAN	816,535	Oct. 11, 1966
SMARTHOG	2,229,379	March 2, 1999
SUPERHOG	1,732,555	Nov. 17, 1992
THE GENERAL	2,084,828	July 29, 1997
WORKHOG	2,357,889	June 13, 2000
YT	1,267,829	Feb. 21, 1984
YUASA SERVICE	2,082,287	Jul. 22, 1997
DESIGN ONLY	1,619,487	Oct. 30, 1990