

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440690

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
C&D TECHNOLOGIES, INC.		08/22/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, as collateral agent		
<b>Street Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2204400	C&D TECHNOLOGIES	
<b>Registration Number:</b>	2264300	XT PLUS	
<b>Registration Number:</b>	2264301	XT	
<b>Registration Number:</b>	2249525	LIBERTY SERIES 1000	
<b>Registration Number:</b>	2314108	C&D TECHNOLOGIES POWER SOLUTIONS	
<b>Registration Number:</b>	1302463	DYNASTY	
<b>Registration Number:</b>	1285910	C&D	
<b>Registration Number:</b>	1496612	FERRO FIVE	
<b>Registration Number:</b>	1536186	GUARDSMAN	
<b>Registration Number:</b>	1934008	LIBERTY	
<b>Registration Number:</b>	1353816	LIBERTY SERIES	
<b>Registration Number:</b>	1521640	RANGER	
<b>Registration Number:</b>	2165129	SMARTBATTERY	
<b>Registration Number:</b>	2725883	VR SOLAR	
<b>Registration Number:</b>	3086453	MSENDUR	
<b>Registration Number:</b>	3444604	NTEGRITY	
<b>Registration Number:</b>	3623632	C&D OHMIC RING	
<b>Registration Number:</b>	3828909	C&D TRUE FRONT ACCESS	
<b>Registration Number:</b>	1512550	CHARTER POWER SYSTEMS	

CH \$565.00 2204400

Property Type	Number	Word Mark
Registration Number:	4865694	PURE PB
Registration Number:	4807763	LIBERTY DCS
Registration Number:	0206922	C&D

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** astark@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com

**Correspondent Name:** ALEXANDER STARK

**Address Line 1:** 1285 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	12598-548
<b>NAME OF SUBMITTER:</b>	Alexander Stark
<b>SIGNATURE:</b>	/Alexander Stark/
<b>DATE SIGNED:</b>	08/25/2017

**Total Attachments: 6**

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**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL FACILITY)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (ABL FACILITY) dated as of August 22, 2017 (this "Agreement"), made by C&D TECHNOLOGIES, INC., a Delaware corporation (the "Pledgor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to the Collateral Agreement (ABL Facility) dated as of August 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among is among, AMPERE HOLDINGS I B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat in Amsterdam ("Holdings"), Ampere Holdings II B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its statutory seat in Amsterdam, C&D TECHNOLOGIES, INC., a Delaware corporation, each Subsidiary Party party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

(a) all U.S. trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I and (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of,

the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

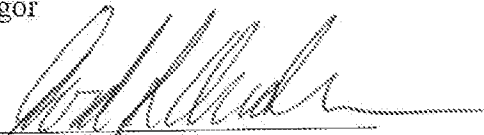
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

C&D TECHNOLOGIES, INC., as  
Pledgor

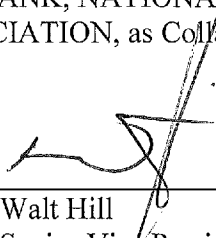
By: 

Name: David J. Anderson

Title: Vice President, General  
Counsel and Secretary

*[Signatures Continue on Next Page]*

PNC BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By:   
Name: Walt Hill  
Title: Senior Vice President



*[Signature Page to Notice of Grant of Security Interest in Trademarks (ABL Facility)]*

**TRADEMARK**  
**REEL: 006138 FRAME: 0275**

**Schedule I**

**Trademarks**

<b>Mark</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
C&D TECHNOLOGIES	Registered	75/224,596	13-JAN-1997	2,204,400	17-NOV-1998
XT PLUS	Registered	75/396,582	26-NOV-1997	2,264,300	27-JUL-1999
XT	Registered	75/396,583	26-NOV-1997	2,264,301	27-JUL-1999
LIBERTY SERIES 1000 AND DESIGN  Liberty <b>1000</b>	Registered	75/464,938	09-APR-1998	2,249,525	01-JUN-1999
C&D TECHNOLOGIES - POWER SOLUTIONS & Design  	Registered	75/601,471	08-DEC-1998	2,314,108	01-FEB-2000
DYNASTY	Registered	73/453,475	18-NOV-1983	1,302,463	30-OCT-1984
C&D	Registered	73/435,223	18-JUL-1983	1,285,910	17-JUL-1984
FERRO FIVE	Registered	73/667,861	22-JUN-1987	1,496,612	19-JUL-1988
GUARDSMAN	Registered	73/723,650	21-APR-1988	1,536,186	25-APR-1989
LIBERTY	Registered	74/480,101	18-JAN-1994	1,934,008	07-NOV-1995
LIBERTY SERIES (STYLIZED)  	Registered	73/518,215	18-JAN-1985	1,353,816	13-AUG-1985
RANGER	Registered	73/727,235	09-MAY-1988	1,521,640	24-JAN-1989
SMARTBATTERY and Design  <b>SmartBattery</b>	Registered	75/156,510	26-AUG-1996	2,165,129	16-JUN-1998
VR SOLAR	Registered	78/065,842	25-MAY-2001	2,725,883	10-JUN-2003
MSENDUR	Registered	78/432,559	09-JUN-2004	3,086,453	25-APR-2006
N TEGRITY (stylized)  	Registered	77/295,442	03-OCT-2007	3444604	10-JUN-2008
C&D OHMIC RING	Registered	77/221,622	03-JUL-2007	3623632	19-MAY-2009
C&D TRUE FRONT ACCESS	Registered	77/552,293	21-AUG-2008	3,828,909	03-AUG-2010
CHARTER POWER SYSTEMS	Registered	73/724,249	25-APR-1988	1,512,550	15-NOV-1988
PURE PB+ & Design	Registered	86517102	28-JAN-2015	4865694	08-DEC-2015

					
LIBERTY DCS LIBERTY DCS	Registered	86517132	28-JAN-2015	4807763	08-SEP-2015
C&D (stylized) 	Registered	71/216,965	07-JUL-1925	206,922	15-DEC-1925