

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Form of Notice of Grant of Security Interest in Trademarks (Term Loan)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&D TECHNOLOGIES, INC.		12/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	100 North Tryon St, Suite 170		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2204400	C&D TECHNOLOGIES	
Registration Number:	2264300	XT PLUS	
Registration Number:	2264301	XT	
Registration Number:	2249525	LIBERTY SERIES 1000	
Registration Number:	2314108	C&D TECHNOLOGIES POWER SOLUTIONS	
Registration Number:	1302463	DYNASTY	
Registration Number:	1285910	C&D	
Registration Number:	1536186	GUARDSMAN	
Registration Number:	1934008	LIBERTY	
Registration Number:	1353816	LIBERTY SERIES	
Registration Number:	1521640	RANGER	
Registration Number:	2165129	SMARTBATTERY	
Registration Number:	2725883	VR SOLAR	
Registration Number:	3086453	MSENDUR	
Registration Number:	3444604	NTEGRITY	
Registration Number:	3623632	C&D OHMIC RING	
Registration Number:	3828909	C&D TRUE FRONT ACCESS	
Registration Number:	1512550	CHARTER POWER SYSTEMS	
Registration Number:	4865694	PURE PB	

OP \$540.00 2204400

Property Type	Number	Word Mark
Registration Number:	4807763	LIBERTY DCS
Registration Number:	206922	C&D

CORRESPONDENCE DATA

Fax Number: 8004947512
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.
Phone: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1029377 TM-O
NAME OF SUBMITTER:	Brandon Okun
SIGNATURE:	/Brandon Okun/
DATE SIGNED:	12/21/2018

Total Attachments: 7

- source=(O) #91595352v2 - (Trademark Security Agreement (Borrower))#page2.tif
- source=(O) #91595352v2 - (Trademark Security Agreement (Borrower))#page3.tif
- source=(O) #91595352v2 - (Trademark Security Agreement (Borrower))#page4.tif
- source=(O) #91595352v2 - (Trademark Security Agreement (Borrower))#page5.tif
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Form of Notice of Grant of Security Interest in Trademarks (Term Loan)

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (TERM LOAN), dated as of December 20, 2018 (this “Notice”), made by C&D TECHNOLOGIES, INC., a Delaware corporation (the “Pledgor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Term Loan), dated as of December 20, 2018 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “*Collateral Agreement*”), among C&D Technologies, Inc. (the “*Borrower*”), each other Subsidiary of Ampere Holdings I B.V. from time to time party thereto (each, a “*Subsidiary Loan Party*” and collectively, the “*Subsidiary Loan Parties*”), the Lenders party thereto from time to time, Bank of America, N.A., as collateral agent and security trustee (together with its successors and assigns in such capacities, the “*Collateral Agent*”), for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice 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 Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and 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”):

all Trademarks of the United States of America, including those listed on Schedule I, and all goodwill associated therewith or symbolized thereby; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “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 Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice 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 Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination*. This Notice is made to secure the payment of the Secured Obligations. This Notice 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 Notice. 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 Notice and any security interest in, to or under the Trademark Collateral.

SECTION 6. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

C&D TECHNOLOGIES, INC.

By: Donna Costello

Name: Donna Costello
Title: Vice President and Chief
Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan)]

TRADEMARK
REEL: 006507 FRAME: 0544

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




By: Christine Trotter
Name: Christine Trotter
Title: Assistant Vice President


[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan)]

TRADEMARK
REEL: 006507 FRAME: 0545

Schedule I
to Notice of Grant of Security Interest (Term Loan) in Trademarks
Trademarks Owned by C&D Technologies, Inc.

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
C&D TECHNOLOGIES	United States	Registered	75/224,596	13-JAN-1997	2,204,400	17-NOV-1998	C&D Technologies, Inc.
XT PLUS	United States	Registered	75/396,582	26-NOV-1997	2,264,300	27-JUL-1999	C&D Technologies, Inc.
XT	United States	Registered	75/396,583	26-NOV-1997	2,264,301	27-JUL-1999	C&D Technologies, Inc.
LIBERTY SERIES 1000 AND DESIGN	United States	Registered	75/464,938	09-APR-1998	2,249,525	01-JUN-1999	C&D Technologies, Inc.
Liberty 1000							
C&D TECHNOLOGIES -POWER SOLUTIONS & DESIGN	United States	Registered	75/601,471	08-DEC-1998	2,314,108	01-FEB-2000	C&D Technologies, Inc.
 C&D TECHNOLOGIES <small>POWER SOLUTIONS</small>							
DYNASTY	United States	Registered	73/453,475	18-NOV-1983	1,302,463	30-OCT-1984	C&D Technologies, Inc.
C&D	United States	Registered	73/435,223	18-JUL-1983	1,285,910	17-JUL-1984	C&D Technologies, Inc.
GUARDSMAN	United States	Registered	73/723,650	21-APR-1988	1,536,186	25-APR-1989	C&D Technologies, Inc.
LIBERTY	United States	Registered	74/480,101	18-JAN-1994	1,934,008	07-NOV-1995	C&D Technologies, Inc.

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
LIBERTY SERIES (STYLIZED) 	United States	Registered	73/518,215	18-JAN-1985	1,353,816	13-AUG-1985	C&D Technologies, Inc.
RANGER	United States	Registered	73/727,235	09-MAY-1988	1,521,640	24-JAN-1989	C&D Technologies, Inc.
SMARTBATTER Y and Design	United States	Registered	75/156,510	26-AUG-1996	2,165,129	16-JUN-1998	C&D Technologies, Inc.
SmartBattery							
VR SOLAR	United States	Registered	78/065,842	25-MAY-2001	2,725,883	10-JUN-2003	C&D Technologies, Inc.
MSENDUR	United States	Registered	78/432,559	09-JUN-2004	3,086,453	25-APR-2006	C&D Technologies, Inc.
NTEGRITY (stylized) 	United States	Registered	77/295,442	03-OCT-2007	3,444,604	10-JUN-2008	C&D Technologies, Inc.
C&D OHMIC RING	United States	Registered	77/221,622	03-JUL-2007	3,623,632	19-MAY-2009	C&D Technologies, Inc.
C&D TRUE FRONT ACCESS	United States	Registered	77/552,293	21-AUG-2008	3,828,909	03-AUG-2010	C&D Technologies, Inc.
CHARTER POWER SYSTEMS*	United States	Registered	73/724,249	25-APR-1988	1,512,550	15-NOV-1988	C&D Technologies, Inc.
PURE PB+ & Design	United States	Registered	86517102	28-JAN-2015	4,865,694	08-DEC-2015	C&D Technologies, Inc.
							

<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
LIBERTY DCS	United States	Registered	86517132	28-JAN-2015	4807763	08-SEP-2015	C&D Technologies, Inc.
C&D (stylized)	United States	Registered	71/216,965	07-JUL-1925	206,922	15-DEC-1925	C&D Technologies, Inc.
							

***NOTE:** The registration for Charter Power Systems will be allowed to lapse on May 15, 2019.