

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707452

<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>
Stryten Energy LLC		02/08/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	3455 Peachtree Road NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 72</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73490910	ABSOLYTE	
<b>Serial Number:</b>	78363238	AKER WADE	
<b>Serial Number:</b>	85357121	AKER WADE	
<b>Serial Number:</b>	73385910	CLASSIC	
<b>Serial Number:</b>	75181072	CUTTING EDGE	
<b>Serial Number:</b>	78960289	E ELEMENT ECO-FRIENDLY · EFFICIENT · ENE	
<b>Serial Number:</b>	77258373	EFORCE	
<b>Serial Number:</b>	85208149	EMAX HF	
<b>Serial Number:</b>	78904602	ELEMENT	
<b>Serial Number:</b>	72419337	EXIDE	
<b>Serial Number:</b>	73761499	EXIDE	
<b>Serial Number:</b>	74026356	EXIDE	
<b>Serial Number:</b>	85387348	EXIDE EDGE	
<b>Serial Number:</b>	75822366	EXIDE SELECT ORBITAL	
<b>Serial Number:</b>	76977172	EXIDE TECHNOLOGIES	
<b>Serial Number:</b>	76560885	EXIDE	
<b>Serial Number:</b>	97008728	FURY X-1	
<b>Serial Number:</b>	87897364	FURY X-3	
<b>Serial Number:</b>	88754525	FURY X-7	

CH \$1815.00 73490910

Property Type	Number	Word Mark
Serial Number:	75117744	GNB
Serial Number:	77684575	GNB FLOODED CLASSIC
Serial Number:	87240337	MARATHON FPX
Serial Number:	88019298	MARATHON FTX
Serial Number:	75143077	MARATHON
Serial Number:	75153089	MEDALIST
Serial Number:	76552347	MEGA CELL
Serial Number:	77168164	MEGACYCLE
Serial Number:	71196471	NATIONAL
Serial Number:	74095058	NAUTILUS
Serial Number:	75263238	PERFORMANCE EDGE
Serial Number:	72334579	POWER BREED
Serial Number:	76593887	POWERFIT
Serial Number:	73648967	PREVAILER
Serial Number:	76521611	PX-31
Serial Number:	76599261	RELAY GEL
Serial Number:	74251797	ROAD FORCE
Serial Number:	75233754	SELECT
Serial Number:	77962272	SELECT PERFORMANCE
Serial Number:	90244981	SM STRYTEN MANUFACTURING
Serial Number:	90244972	SM STRYTEN MANUFACTURING
Serial Number:	90244968	SM STRYTEN MANUFACTURING
Serial Number:	90244976	SM STRYTEN MANUFACTURING
Serial Number:	75143076	SPRINTER
Serial Number:	75244242	STABL-LOK
Serial Number:	73543566	STOWAWAY
Serial Number:	90099766	STRYTEN
Serial Number:	90099773	STRYTEN
Serial Number:	90099775	STRYTEN
Serial Number:	90099781	STRYTEN
Serial Number:	90099755	STRYTEN
Serial Number:	90099760	STRYTEN
Serial Number:	74203025	SUBZERO
Serial Number:	73545852	SUPER CRANK
Serial Number:	78885885	SUPERCRAK XTRA
Serial Number:	88100481	SURE START
Serial Number:	76558451	TITAN
Serial Number:	86893779	TUBULAR CMX

Property Type	Number	Word Mark
Serial Number:	86870168	TUBULAR LMX
Serial Number:	86867732	TUBULAR LMX
Serial Number:	87067896	TUBULAR MPX
Serial Number:	76464222	TWINMAX
Serial Number:	76464221	UNIMAX
Serial Number:	97003800	S
Serial Number:	97003797	S
Serial Number:	97003802	S
Serial Number:	97003769	S
Serial Number:	97003819	S
Serial Number:	87845689	LIFTFORCE LPX
Serial Number:	71530881	WILLARD
Serial Number:	75445013	E-3600
Serial Number:	75303978	FULL TIMER
Serial Number:	75415191	GNB

**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:** Teas@friedfrank.com  
**Correspondent Name:** Justin Charles c/o Fried Frank et al  
**Address Line 1:** One New York Plaza  
**Address Line 4:** New York, NEW YORK 10004

**ATTORNEY DOCKET NUMBER:** 33748-162

**NAME OF SUBMITTER:** Justin Charles

**SIGNATURE:** /Justin Charles/

**DATE SIGNED:** 02/09/2022

**Total Attachments: 7**

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**GRANT OF SECURITY INTEREST–TRADEMARKS**

February 8, 2022

WHEREAS, Stryten Energy LLC (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into that certain Security Agreement, dated October 12, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of BANK OF AMERICA, N.A., as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Collateral (as defined in the Security Agreement), including the Trademarks (other than intent-to-use trademark applications for which no statement of use has been filed with the U.S. Patent and Trademark Office), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Trademark Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral, including the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between this Grant of Security Interest and the Security Agreement, the Security Agreement shall control.

*[Signature page follows]*

IN WITNESS WHEREOF, the Assignor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date first written above.

**STRYTEN ENERGY LLC**

By:   
Name: Louis Martinez  
Title: Authorized Signatory

SCHEDULE A TO GRANT OF SECURITY INTEREST

**United States Trademark Registrations and Applications:**

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
USA	ABSOLYTE	1333053 / 73490910	July 20, 1984	April 30, 1985
USA	AKER WADE Logo	2939939 / 78363238	February 5, 2004	April 12, 2005
USA	AKER WADE	4093856 / 85357121	June 27, 2011	January 31, 2012
USA	CLASSIC	1284099 / 73385910	September 16, 1982	July 3, 1984
USA	CUTTING EDGE	2108929 / 75181072	October 15, 1996	October 15, 1996
USA	E ELEMENT ECO- FRIENDLY · EFFICIENT · ENERGY and Design	3652756 / 78960289	August 25, 2006	July 7, 2009
USA	EFORCE	3763736 / 77258373	August 17, 2007	March 23, 2010
USA	EMAX HF	4046946 / 85208149	December 30, 2010	October 25, 2011
USA	ELEMENT	3304645/7890460 2	June 9, 2006	October 2, 2007
USA	EXIDE	986811 / 72419337	March 24, 1972	June 25, 1974
USA	EXIDE & Design (Starburst)	1545246 / 73761499	November 2, 1988	June 27, 1989
USA	EXIDE & Design (Starburst)	1658819 / 74026356	February 6, 1990	October 1, 1991
USA	EXIDE EDGE	4238762 / 85387348	August 2, 2011	November 6, 2012
USA	EXIDE SELECT ORBITAL	2375439 / 75822366	October 14, 1999	August 8, 2000
USA	EXIDE TECHNOLOGIES	2940639 / 76977172	October 16, 2000	April 12, 2005

Country	Trademark	Application or Registration No.	Filing Date	Registration Date
USA	EXIDE	2881288 / 76560885	November 19, 2003	September 7, 2004
USA	FURY X-1	97008728	September 2, 2021	N/A
USA	FURY X-3	5927544 / 87897364	April 27, 2018	December 3, 2019
USA	FURY X-7	App No. 88754525 (1/10/2020)	January 10, 2020	February 16, 2021
USA	GNB	2077349 / 75117744	June 12, 1996	July 8, 1997
USA	GNB FLOODED CLASSIC	3685770 / 77684575	March 5, 2009	September 22, 2009
USA	MARATHON FPX	5413906 / 87240337	November 17, 2016	February 27, 2018
USA	MARATHON FTX	5898277 / 88019298	June 28, 2018	October 29, 2019
USA	MARATHON	2643080 / 75143077	July 30, 1996	October 29, 2002
USA	MEDALIST	2091137 / 75153089	August 20, 1996	August 26, 1997
USA	MEGA CELL	3008220 / 76552347	October 17, 2003	October 25, 2005
USA	MEGACYCLE	3334368 / 77168164	April 27, 2007	November 13, 2007
USA	NATIONAL	242106 / 71196471	May 2, 1924	May 15, 1928
USA	NAUTILUS	1696840 / 74095058	September 10, 1990	June 23, 1992
USA	PERFORMANCE EDGE	2224735 / 75263238	March 25, 1997	February 16, 1999
USA	POWER BREED	892372 / 72334579	August 6, 1969	June 9, 1970
USA	POWERFIT	2975487 / 76593887	May 25, 2004	July 26, 2005
USA	PREVAILER	1459937 / 73648967	March 11, 1987	October 6, 1987

Country	Trademark	Application or Registration No.	Filing Date	Registration Date
USA	PX-31	2859692 / 76521611	June 10, 2003	July 6, 2004
USA	RELAY GEL	3174544 / 76599261	June 25, 2004	November 21, 2006
USA	ROAD FORCE	1730831 / 74251797	March 3, 1992	November 10, 1992
USA	SELECT	2132484 / 75233754	January 30, 1997	January 27, 1998
USA	SELECT PERFORMANCE	3967481 / 77962272	March 18, 2010	May 24, 2011
USA	SM STRYTEN MANUFACTURING and Design	90244981	October 9, 2020	N/A
USA	SM STRYTEN MANUFACTURING and Design	90244972	October 9, 2020	N/A
USA	SM STRYTEN MANUFACTURING and Design	90244968	October 9, 2020	N/A
USA	SM STRYTEN MANUFACTURING and Design	90244976	October 9, 2020	N/A
USA	SPRINTER	2126324 / 75143076	July 30, 1996	December 30, 1997
USA	STABL-LOK	2270995 / 75244242	February 19, 1997	August 17, 1999
USA	STOWAWAY	1377978 / 73543566	June 17, 1985	January 14, 1986
USA	STRYTEN	90099766	August 7, 2020	N/A
USA	STRYTEN	90099773	August 7, 2020	N/A
USA	STRYTEN	90099775	August 7, 2020	N/A
USA	STRYTEN	90099781	August 7, 2020	N/A
USA	STRYTEN	90099755	August 7, 2020	N/A
USA	STRYTEN	90099760	August 7, 2020	N/A
USA	SUBZERO	1759116 / 74203025	September 13, 1991	March 16, 1993



Country	Trademark	Application or Registration No.	Filing Date	Registration Date
USA	SUNLYTE	1759116 / 74203025	September 23, 1992	June 13, 1995
USA	SUPER CRANK	1439833 / 73545852	July 1, 1985	May 19, 1987
USA	SUPERCRAK XTRA	3367053 / 78885885	May 17, 2006	January 8, 2008
USA	SURE START	5892699 / 88100481	August 31, 2018	October 22, 2019
USA	TITAN	2915805 / 76558451	November 10, 2003	January 4, 2005
USA	TUBULAR CMX	5205782 / 86893779	February 1, 2016	May 16, 2017
USA	TUBULAR LMX	5251854 / 86870168	January 8, 2016	July 25, 2017
USA	TUBULAR LMX Logo	5251851 / 86867732	January 6, 2016	July 25, 2017
USA	TUBULAR MPX	5355925 / 87067896	June 10, 2016	December 12, 2017
USA	TWINMAX	2785927 / 76464222	November 5, 2002	N/A
USA	UNIMAX	2785926 / 76464221	November 5, 2002	N/A
USA	No Text Elements	97003800	August 31, 2021	N/A
USA	No Text Elements	97003797	August 31, 2021	N/A
USA	No Text Elements	97003802	August 31, 2021	N/A
USA	No Text Elements	97003769	August 31, 2021	N/A
USA	No Text Elements	97003819	August 31, 2021	N/A
USA	LIFTFORCE LPX	87845689	March 22, 2018	N/A

Country	Trademark	Application or Registration No.	Filing Date	Registration Date
USA	WILLIARD (STYLIZED)	0502333 / 71530881	August 8, 1947	September 21, 1948
USA	E-3600	2234170/7544501 3	March 5, 1998	March 23, 1999
USA	FULL TIMER	2241947/7530397 8	June 5, 1997	April 27, 1999
USA	GNB and Design	2249173/7541519 1	January 8, 1998	June 1, 1999