

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Batteries Plus, LLC		11/02/2007	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 N. LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2943090	WERKER
Registration Number:	2855876	NUON
Registration Number:	2725695	+
Registration Number:	2606180	AMERICA'S BATTERY EXPERTS
Registration Number:	2657145	SCANPAK
Registration Number:	2574183	XTREME PLUS VRLA
Registration Number:	2750654	XTREME
Registration Number:	1954621	1,000'S OF BATTERIES FOR 1,000'S OF ITEMS
Registration Number:	1697440	BATTERIES PLUS
Registration Number:	1673125	AMERICA'S BATTERY STORES
Registration Number:	1468100	MEDCEL
Serial Number:	78773460	WERKER

CH \$340.00 2943090

Serial Number:

78522497

LUNAR

CORRESPONDENCE DATA

Fax Number: (312)577-4688

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

332659-00073

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

11/02/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”) made as of November 2, 2007 by BATTERIES PLUS, LLC, a Wisconsin limited liability company (“**Grantor**”) in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (“**Grantee**”):

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among Batteries Buyer LLC, a Georgia limited liability company (“**AcquisitionCo**”; Acquisition Co together with its successors and permitted assigns, including Square Brands International, LLC, a Wisconsin limited liability company from and after the consummation of the Closing Date Merger, the “**Borrower**”), Agent and Lenders, Lenders have agreed to make Loans and other financial accommodations available to the Borrower thereunder; and

WHEREAS, Grantor has delivered to Agent a Guaranty of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the “**Guaranty**”), pursuant to which the Grantor has agreed to guaranty, for the benefit of Agent and the Lenders, the repayment and performance of the Obligations; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor, Grantee and certain Affiliates of Grantor, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Obligations under the Guaranty.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Credit Agreement and Security Agreement.** The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to

as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future: (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

BATTERIES PLUS, LLC, a Wisconsin limited liability company

By: 

Name: Stephen D. Aronson

Title: Vice President and Secretary


Trademark Security Agreement

TRADEMARK
REEL: 003653 FRAME: 0293

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Name: Troy A. Oder
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 003653 FRAME: 0294

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Appl. Date	Reg. No.	Reg. Date	Current Owner/ Applicant
MEDCEL	77089341	1/23/07	N/A	N/A	Batteries Plus, LLC
BATTERIES PLUS	77057569	12/05/06	N/A	N/A	Batteries Plus, LLC
BATTERY SQUAD	77046320	8/07/07	N/A	N/A	Batteries Plus, LLC
QUALTECH BATTERY SOLUTIONS	77003410	9/04/07	N/A	N/A	Batteries Plus, LLC
LUNAR	78906258	6/12/06	N/A	N/A	Batteries Plus, LLC
XTREME	78871434	4/24/07	N/A	N/A	Batteries Plus, LLC
WERKER	78773460	8/17/07	N/A	N/A	Batteries Plus, LLC
ASCENT BATTERY SUPPLY	78522526	3/27/07	N/A	N/A	Batteries Plus, LLC
LUNAR	78522497	8/27/07	N/A	N/A	Batteries Plus, LLC
SQUARE BRANDS	78522493	9/01/07	N/A	N/A	Batteries Plus, LLC
WERKER	78322268	4/19/05	2943090	4/19/05	Batteries Plus, LLC
NUON	78173927	10/14/02	2855876	6/22/04	Batteries Plus, LLC
+	76352689	12/21/01	2725695	6/10/03	Batteries Plus, LLC
AMERICA'S BATTERY EXPERTS	76265477	6/01/01	2606180	8/06/02	Batteries Plus, LLC
SCANPAK	76256376	5/14/01	2657145	12/03/02	Batteries Plus, LLC
XTREME PLUS VRLA	75738621	6/28/99	2574183	5/28/02	Batteries Plus, LLC
XTREME	75568342	10/09/98	2750654	8/12/03	Batteries Plus, LLC
1,000'S OF BATTERIES FOR 1,000'S OF ITEMS	74613017	12/20/94	1954621	2/06/96	Batteries Plus, LLC
BATTERIES PLUS	74168078	5/20/91	1697440	6/30/92	Batteries Plus, LLC
AMERICA'S BATTERY STORES	74168079	5/20/91	1673125	1/21/92	Batteries Plus, LLC
MEDCEL	73641597	1/28/87	1468100	12/8/87	Batteries Plus, LLC