

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
VOLTEX BATTERIES, INC.		06/01/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	Mail Code NC 0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1610490	VOLTEX	
Registration Number:	1334145	VOLTEX	
CORRESPONDENCE DATA			
Fax Number: 7045032622			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone: 704 503 2600			
Email: trademarks@kslaw.com,rgarka@kslaw.com,hserbin@kslaw.com,vbantug@kslaw.com			
Correspondent Name: King & Spalding - Attn: Ryan Garka, Esq.			
Address Line 1: 100 N Tryon Street			
Address Line 4: Charlotte, NORTH CAROLINA 28202			
ATTORNEY DOCKET NUMBER:	18464.015099 VOLTEXSECINT		

OP \$65.00 1610490

NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal
Signature:	/Vicky R. Bantug/
Date:	06/26/2012
Total Attachments: 4 source=Signed Voltex Asgt Agmt#page1.tif source=Signed Voltex Asgt Agmt#page2.tif source=Signed Voltex Asgt Agmt#page3.tif source=Signed Voltex Asgt Agmt#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that (a) pursuant to the Security Agreement dated as of June 1, 2012 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"), by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Wells Fargo Bank, National Association, as Collateral Agent (the "Collateral Agent") for the secured parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks shown on Schedule I attached hereto (the "Trademarks") to the Collateral Agent for the ratable benefit of the Secured Parties and (b) the undersigned hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the Trademarks.

The Obligors and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the Trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Trademark.

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Very truly yours,

VOLTEX BATTERIES, INC., a Georgia
corporation

By: *CEP*
Name: Christopher E. Pruitt
Title: Vice President

Acknowledged and Accepted:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Frank Kulp
Name: Frank Kulp
Title: Senior Vice President

Schedule 1

Docket No.	Country	Trademark	Status	Registration No. Registration Date	Application No. Filing Date	Owner
29427-0957	United States	VOLTEX	Registered	74/007,997	1,610,490	Voltex Batteries, Inc.
29427-0958	United States	VOLTEX	Registered	73/493,860	1,334,145	Voltex Batteries, Inc.