

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&D TECHNOLOGIES, INC.		09/27/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SILVER OAK CAPITAL, L.L.C.
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 36		
Property Type	Number	Word Mark
Registration Number:	1180962	C & D
Registration Number:	1285910	C&D
Registration Number:	0206922	C&D
Registration Number:	3623632	C&D OHMIC RING
Registration Number:	2204400	C&D TECHNOLOGIES
Registration Number:	2314108	C&D TECHNOLOGIES POWER SOLUTIONS
Serial Number:	77552293	C&D TRUE FRONT ACCESS
Registration Number:	1512550	CHARTER POWER SYSTEMS
Registration Number:	1384119	COMPUCHARGE
Registration Number:	1302463	DYNASTY
Registration Number:	1496612	FERRO FIVE
Registration Number:	2950042	FERROCHARGE
Serial Number:	77680292	HELIAN
Registration Number:	2693841	HYPERON

CH \$915.00 1180962

Registration Number:	1934008	LIBERTY
Registration Number:	1353816	LIBERTY SERIES
Registration Number:	3390241	LIBRA
Registration Number:	2840358	MAXRATE
Registration Number:	3086453	MSENDUR
Registration Number:	3444604	NTEGRITY
Serial Number:	77680384	PERENNIAL
Serial Number:	78949681	PLUG 'N GO
Registration Number:	3182155	C-LINE
Serial Number:	77678738	EMPOWER
Serial Number:	77806201	EQUALITY
Serial Number:	77678723	POLITE
Registration Number:	1521640	RANGER
Registration Number:	2979095	SAGEON
Registration Number:	1784781	SCOUT
Registration Number:	2165129	SMARTBATTERY
Registration Number:	3390242	THE PERFECT BALANCE BETWEEN POWER & MAIN
Registration Number:	2890294	VERSACHARGE
Registration Number:	2250494	V-LINE
Registration Number:	2725883	VR SOLAR
Registration Number:	2264301	XT
Registration Number:	2264300	XT PLUS

CORRESPONDENCE DATA

Fax Number: 2127288111
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 728 8000
Email: ipdept@willkie.com
Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	119980.00008 KAW
NAME OF SUBMITTER:	Kim A. Walker
Signature:	/KAW-907/
Date:	10/10/2013

TRADEMARK

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PLEDGE AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated September 27, 2013, is by and between C&D TECHNOLOGIES, INC., a Delaware corporation ("Debtor") and SILVER OAK CAPITAL, L.L.C. ("Lender").

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor, certain affiliates of Debtor, and Lender have entered into or are about to enter into financing arrangements pursuant to which Lender may make loans and advances and provide other financial accommodations to Debtor as set forth in the Delayed-Draw Term Loan and Security Agreement, dated as of the date hereof, by and among Debtor, certain affiliates of Debtor, and Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Lender certain collateral security as set forth herein.

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants to Lender a continuing security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office ("CIPO") or in any similar office or agency of the United States, Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles, logos and service marks, and all reissues,

extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints, recordings and labels on which such trademarks, trade names, trade styles, logos and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue or bring other rights of action for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the best knowledge of Debtor, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Lender, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Lender to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state, provincial, territorial or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office, CIPO, or any similar office or agency in the United States, Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(g) Lender may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If Debtor files any application for the registration of a Trademark with the United States Patent and Trademark Office, CIPO or any similar office or agency in the United States or Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, Debtor shall give Lender prompt written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or CIPO or in any similar office or agency in the United States or Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, Canada, any State, Province or Territory thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Lender, Debtor shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Lender to evidence the security interest in and collateral assignment of such Trademark in favor of Lender.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, illegal, unenforceable, avoided, or avoidable. Debtor shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, illegal, avoided, or avoidable.

(j) Debtor shall render any assistance, as Lender shall reasonably determine is necessary, to Lender in any proceeding before the United States Patent and Trademark Office or CIPO, any federal, provincial, territorial or state court, or any similar office or agency in the United States, Canada, any State, Province or Territory thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best knowledge of Debtor, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender and Lenders, including, without limitation, the creation, validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the legality, validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Lender if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Lender, Debtor, at Debtor's sole expense, shall join with Lender in such action as Lender, in Lender's discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Lender and Lenders harmless from and against any claim, suit, loss, damage, or expense (including professionals and attorneys' fees and legal expenses or an attorney and his own client basis) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Lender for any and all reasonable expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' and professionals' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Lender, upon the occurrence of any Event of Default, as such time is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Lender or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Lender by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, Canada, its territories, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving often (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In compliance with applicable law, Lender may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or any employee or employees of Lender or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and(or manager) of any Collateral of Debtor (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the Lender of the Debtor, to the extent provided under applicable law, and not Lender, and Lender shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to

take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the applicable Debtor wherein the Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Lender, all money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Lender. Every such Receiver may, in the discretion of the Lender, be vested with all or any of the rights and powers of the Lender. The Lender, may, either directly or through its Lenders or nominees, exercise any or all powers and rights given to a Receiver by Virtue of the foregoing provisions of this paragraph.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Lender on demand all costs reasonably incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' and professionals' fees and legal expenses. Debtor agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(f) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' and professionals' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations in such order and manner as may be authorized or required by the Financing Agreements. Debtor shall remain liable to Lender for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Lender on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Lender set forth in the Loan Agreement.

(g) Debtor shall supply to Lender or to Lender's designee Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(h) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Lender irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, whichever Lender may elect, and waive any objection based on venue or forum rum conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Debtor and Lender in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed immediately upon receipt thereof by Debtor, or, at Lender's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND LENDER EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANYWAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, ANP WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND LENDER EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Lender shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender

that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to any Pledgor:	C&D Technologies, Inc. 1400 Union Meeting Road Blue Bell, Pennsylvania 19422 Attention: Timothy Hughes Telephone No.: (215) 619-7835 Telecopy No.: (215) 619-7841
With a copy to:	Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, New York 10019 Attention: Matthew Feldman, Esq. Attention: Jeffrey Goldfarb, Esq. Telephone No.: (212) 728-8507 Telecopy No.: (212) 728-9507
If to Lender:	Silver Oak Capital, L.L.C. c/o Angelo, Gordon & Co. 245 Park Avenue New York, New York 10167 Attention: Peter C. Gingold Telephone No.: (212) 692-8223 Telecopy No.: (212) 867-1388

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Lender, and Borrowers pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words “hereof,” “herein,” “hereunder,” “this Agreement” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term “Person” or “person” herein shall mean any individual, sole proprietorship, partnership, corporation (including,

without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited or unlimited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Loan Agreement.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Lender and its successors and assigns.

(d) If any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be illegal, invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

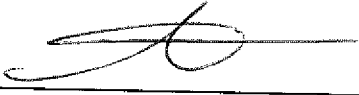
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender. Lender shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other means of electronic transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other means of electronic transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Lender have executed this Agreement as of the day and year first above written.

C&D TECHNOLOGIES, INC.

By: 
Name: Christian Rheault
Title: President and Chief Executive Officer

SILVER OAK CAPITAL, L.L.C.

By: _____
Name: Thomas M. Fuller
Title: Authorized Signatory

[Signature Page to Trademark Collateral Assignment and Security Agreement]

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IN WITNESS WHEREOF, Debtor and Lender have executed this Agreement as of the day and year first above written.

C&D TECHNOLOGIES, INC.

By: _____
Name: Christian Rheault
Title: President and Chief Executive Officer

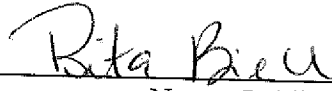
SILVER OAK CAPITAL, L.L.C.

By: Thomas M. Fuller
Name: Thomas M. Fuller
Title: Authorized Signatory

{Signature Page to Trademark Collateral Assignment and Security Agreement}

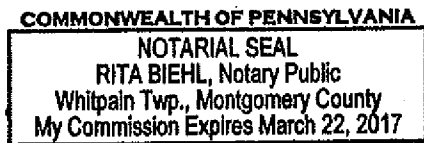
COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF MONTGOMERY)

On the 26th day of September, 2013, before me personally came Christian Rheault, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the President and Chief Executive Officer of C&D TECHNOLOGIES, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the board of directors of such corporation.



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)



On the ___ th day of September, 2013, before me personally came Thomas M. Fuller, to me known, who being by me duly sworn, did depose, acknowledge and say that he is an Authorized Signatory of SILVER OAK CAPITAL, L.L.C., the limited liability company described in and which executed the foregoing instrument and that he signed his name thereto.

Notary Public

[Signature Page to Trademark Collateral Assignment and Security Agreement]

TRADEMARK
REEL: 005129 FRAME: 0200

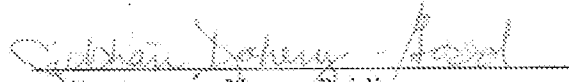
COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF MONTGOMERY)

On the ____th day of September, 2013, before me personally came Christian Rheault, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the President and Chief Executive Officer of C&D TECHNOLOGIES, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the board of directors of such corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 27th day of September, 2013, before me personally came Thomas M. Fuller, to me known, who being by me duly sworn, did depose, acknowledge and say that he is an Authorized Signatory of SILVER OAK CAPITAL, L.L.C., the limited liability company described in and which executed the foregoing instrument and that he signed his name thereto.



Notary Public

SHONHAN DOHENY-GOOD
Notary Public, State of New York
No. 01DC6984458
Qualified in New York County
Commission Expires Dec. 2, 2014

{Signature Page to Trademark Collateral Assignment and Security Agreement}

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

Pending and Granted Trademarks Worldwide

Mark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.	Expires
C&D	USA	Granted/Registered			12/8/1981	1,180,962	12/8/2011
C&D	USA	Granted/Registered			7/17/1984	1,285,910	7/17/2014
C&D	Chile	Granted/Registered	4/19/1990	497,783	12/1/2000	584,067	12/1/2010
C&D	China	Pending/filed by Jun He					
C&D (Design)	Canada	Pending	5/28/2001	1,104,142	9/29/2006	673,897	9/29/2021
C&D (Design)	USA	Granted/Registered			12/15/1925	206,922	12/15/2015
C&D DNTY	China	Pending/filed by Jun He	9/29/09				
C&D EQTY	China	Pending/filed by Jun He	10/20/09				
C&D GRDM	China	Pending/filed by Jun He	10/20/09				
C&DLBTY	China	Pending/filed by Jun He	10/15/09				
C&D OHMIC RING	USA	Granted/Registered		7/3/2007.77/22 1622	5/19/2009	3,623,632	
C&D PLTE	China	Pending/filed by Jun He		10/20/2009			
C&D TECHNOLOGIES	Brazil	Granted/Registered	7/28/1997	819991724	9/28/1999	819991724	9/28/2009
C&D TECHNOLOGIES	Canada	Granted/Registered	7/11/1997	850,533	7/11/2000	530,072	7/12/2015
C&D TECHNOLOGIES	China	Granted/Registered (June He's docket)	7/14/1997	970,072,168	6/28/1999	1288688	6/27/2019
C&D TECHNOLOGIES INC.	European Community	Granted/Registered	7/7/1997	584615	7/7/1997	584615	7/7/2017
C&D TECHNOLOGIES	Indonesia	Granted/Registered	7/14/1997	D97-14202	11/8/1999	434866	4/9/2008
C&D TECHNOLOGIES	Japan	Granted/Registered	7/14/1997	138068/1997	7/16/1999	4295970	7/16/2009 Instructed to Renew
C&D TECHNOLOGIES	Malaysia	Pending	9/10/1997	97/02904			drop
C&D TECHNOLOGIES	Mexico	Granted/Registered.	7/28/1997	302,591	9/30/1997	560,137	7/28/2007
C&D TECHNOLOGIES	USA	Granted/Registered.			11/17/1998	2,204,400	11/17/2018
C&D TECHNOLOGIES - POWER SOLUTIONS (words only)	European Community	Granted/Registered	6/4/1999	1,198,555	6/4/1999	1,198,555	6/30/2019
C&D TECHNOLOGIES - POWER SOLUTIONS (design mark)	USA	Granted/Registered			2/1/2000	2,314,108	2/1/2020
*C&D TRUE FRONT ACCESS	USA		8/21/2008	77/552293			
CD	Canada	Granted/Registered	2/17/1967	302,820	10/6/1967	TMA153,549	10/6/2012
CHARTER POWER SYSTEMS.	USA	Granted/Registered			11/15/1988	1,512,550	11/15/2018
C-LINE	Canada	Granted/Registered	10/23/2	19,275	6/14/2020	641,940	6/14/2020
C-LINE	USA	Granted/Registered			12/12/2006	3182155	
C-LINE	Mexico	Granted/Registered	11/5/2	7028	4/29/2005	879,882	11/5/2011

Mark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.	Expires
COMPUCHARGE	USA	Granted/Registered	2/25/1986	1,384,119	2/25/2016		
DYNASTY	Australia	Granted/Registered	5/21/1997	3/16/3912	6/16/1997	794713	5/21/2007
DYNASTY	Austria	Granted/Registered	3/30/1995	AM 1826/95	11/30/1995	160,929	
DYNASTY	Benelux	Granted/Registered	3/31/1995	845,577	4/1/1996	573227	3/31/2015
DYNASTY	Brazil	Granted/Registered	4/22/1999	821567381	1/27/2009	82156738	1/27/2019
DYNASTY	Canada	Granted/Registered	4/19/1985	11/6/3379	8/15/1986	TMA317,470	8/15/2011
DYNASTY	China	Granted/Registered	7/30/1994	6/21/1996	6/21/2016		
DYNASTY	Colombia	Granted/Registered	9/11/1996	96048452	3/19/1997	195,360	3/19/2007
DYNASTY	Czech Republic	Granted/Registered	2/1/1995	96,851	9/26/1996	193 773	2/1/2015
DYNASTY	Denmark	Granted/Registered	3/30/1995	02.5371995	7/26/1996	VR 04.399 1996	7/26/2016
DYNASTY	European Community	Granted/Registered	7/31/2001	2334423	7/31/2001	2334423	7/31/2011
DYNASTY	France	Granted/Registered	1/21/1991	262,341	1/21/1991	1,647,361	1/21/2011
DYNASTY	Germany	Granted/Registered	11/16/1990	G38789/9Wz	9/16/1992	2,020,657	11/30/2010
DYNASTY	Greece	Granted/Registered	7/21/1995	125,358	7/21/1995	125,358	7/21/2015
DYNASTY	Hong Kong	Granted/Registered	3/12/1994	2884/94	9/28/1995	8192/1995	3/12/2015
DYNASTY	India	Granted/Registered	11/17/1995	687,164	11/17/1995	687,164	11/17/2009
DYNASTY	Indonesia	Granted/Registered	1/13/1997	D97 591	1/13/1997	431048	1/13/2007
DYNASTY	Ireland	Granted/Registered	3/11/1994	94/1603	3/11/1994	160,869	3/10/2015
DYNASTY	Italy	Granted/Registered	12/14/1990	42926c/90	7/14/1993	602,467	12/14/2010
DYNASTY	Japan	Granted/Registered	4/5/1994	33,545/94	10/31/1996	3,216,889	10/31/2016
DYNASTY	Malaysia	Pending	3/10/1997	97002981	11/11/2008	97002981	3/10/2004 Delays caused reg to be issued after its expiration date -we are renewing now (7/2009)
DYNASTY	Mexico	Granted/Registered	4/4/1994	1953 85	7/22/2003	799998	7/22/2013
DYNASTY	New Zealand	Granted/Registered	1/30/1995	245,159	1/30/1995	245,159	1/30/2016
DYNASTY	Norway	Granted/Registered	3/30/1995	952,081	7/18/1996	175,581	7/18/2016
DYNASTY	Poland	Granted/Registered	6/3/1996	Z-160,512	8/10/1999	114080	6/3/2016
DYNASTY	Saudi Arabia	Granted/Registered	8/21/1995	530,561	5/4/1996	376/73	5/1/2015
DYNASTY	South Korea	Granted/Registered	11/21/1990	90-33919	3/28/1992	234839	3/28/2012
DYNASTY	Sweden	Granted/Registered	3/30/1995	95-03816	1/12/1996	307,861	1/12/2016
DYNASTY	Switzerland	Granted/Registered	3/31/1995	5957/1995.0	10/9/1996	428,769	3/31/2015
DYNASTY	Taiwan	Granted/Registered	2/5/1991	180 -05777	8/1/1991	530746	8/1/2011
DYNASTY	Thailand	Granted/Registered	5/18/2004	552852	5/18/2004	210916	5/18/2014
DYNASTY	United Kingdom	Granted/Registered	3/9/1994	1,564,977	3/9/1994	1,564,977	3/9/2011
DYNASTY	USA	Granted/Registered			10/30/1984	1,302,463	10/30/2014
EM-LINE	Mexico	Pending	6/1/2005	720635			
*EMPOWER	USA	Abandoned	2/26/2009	77/678738			

Mark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.	Expires
*EQUALITY	USA	Pending	8/17/2009	77/806201			
*EQUALITY	USA						
	European Community	Pending					
EQUALITY (Stylized with globe)	China	Pending/filed by Jun He	10/21/2009				
FERRO 1500	Canada	Granted/Registered	4/14/1998	874,935	5/24/2000	528,311	5/24/2015
FERRO 1500	Mexico	Granted/Registered	4/14/1998	329307	4/14/1998	624,705	4/14/2018
FERRO FIVE	Canada	Granted/Registered	6/29/1988	610/260	8/25/1989	TMA359744	8/25/2019
FERRO FIVE	USA	Granted/Registered			7/19/1988	1,496,612	7/19/2018
FERRO SEALED LINE	Mexico	Granted/Registered	4/14/1998	329305	4/14/1998	624703	4/14/2018
FERROCHARGE	Canada	Pending	7/2/2003	1,181,947			
FERROCHARGE	USA	Granted/Registered			5/10/2005	2,950,042	5/10/2015
GRDM	China	Pending/filed by Jun He	10/20/2009				
GUARDSMAN	European Community	Pending	8/28/2009				
*HELIAN	USA	NOA	2/27/2009	77/680292			
*HELIAN	European Community	Pending	8/25/2009				
HYPERON	Canada	Granted/Registered	2/27/2001	1,094,497	3/11/2004	604,852	3/11/2019
HYPERON	Mexico	Pending	2/28/2001	473409			
HYPERON	USA	Granted/Registered	4/4/2003	2,693,841	4/4/2013		
LIBERTY	Brazil	Published	8/31/2001	823816265			
LIBERTY	China	Granted/Registered	1/24/2000	2000010696	5/7/2001	1566401	5/7/2011
LIBERTY	USA	Granted/Registered			11/7/1995	1,934,008	11/7/2015
LIBERTY	European Community	Pending	8/28/2009				
LIBERTY 2000 MAX	Malaysia	Granted/Registered	10/5/1998	98/11465	4/7/1998	98/11465	10/2/2018
LIBERTY 2000 MAX	Singapore	Granted/Registered	10/5/1998	10018/98	4/7/1998	T98/10018F	4/7/2018
LIBERTY 2000 MAX	Venezuela	Pending	10/5/1998	18297-1998			
LIBERTY 2000 MAX	China	Granted/Registered	10/7/1998	9800113587	8/14/2000	1432538	8/14/2010
LIBERTY ECLIPSE	Brazil	Granted/Registered	7/28/1997	819991686	9/28/1999	819991686	9/28/2009
LIBERTY ECLIPSE	Canada	Granted/Registered	7/11/1997	850,528	7/11/2000	530,071	7/11/2015
LIBERTY ORION	Mexico	Granted/Registered	7/28/1997	302,595	4/23/2001	695,279	7/28/2007
LIBERTY SERIES & Design	Canada	Granted/Registered		579785	7/15/1998	342,760	7/15/2018
LIBERTY SERIES & Design	USA	Granted/Registered			8/13/1985	1,353,816	8/13/2015
LIBERTY SERIES 1000 & Design	Thailand	Granted/Registered	10/7/1998	371327	10/7/1998	TM108929	0/7/2008 instructed to renew
LIBERTY SERIES 1000 AND DESIGN	Malaysia	Granted/Registered	10/5/1998	98/11466	4/9/1998	98/11466	10/5/2018
LIBERTY SERIES 1000 AND DESIGN	Mexico	Granted/Registered	10/7/1998	349729		10/7/1998	10/7/2018

Mark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.	Expires
LIBERTY SERIES 1000 AND DESIGN	Singapore	Granted/Registered	10/5/1998	1001798		4/9/1998	4/9/2018
LIBERTY SERIES 1000 AND DESIGN	South Africa	Granted/Registered	10/2/1998	98/17499	4/9/1998	98/17499	10/2/2088 instructed to renew
LIBERTY SERIES 1000 AND DESIGN	Venezuela	Granted/Registered	10/5/1998	18296-98	4/7/2000	18296-98	4/7/2010
LIBERTY SERIES 1000 AND DESIGN (SERIES 1000 DISCLAIMED)	China	Granted/Registered	10/7/1998	9800113586	8/14/2000	1432539	8/14/2000
*LIBRA	USA	Granted/Registered	8/10/2006	78/949695	2/26/2008	3.390,241	
LIBRA	Argentina	Pending	2/12/2007	2,728,475			let lapse
LIBRA	Brazil	Pending	2/12/2007	828998990			
LIBRA	Canada	Pending	2/9/2007	1,334,886			
LIBRA	Colombia	Granted/Registered	2/9/2007	7013151	12/27/2007	348300	12/27/2017
LIBRA	Honduras	Pending	2/9/2007	5113-07			
LIBRA	Mexico	Granted/Registered	2/12/2007	835515	6/26/2007	10/11/4609	2/12/2017
LIBRA	Nicaragua	Registered	2/12/2007	2007/00481	3/10/2008	9/4/4091	3/9/2018
LIBRA	Venezuela	Pending	2/12/2007	2007-002584			
MAXRATE	Canada	Granted/Registered	11/6/2003		8/23/2005	646,420	8/23/2020
MAXRATE	USA	Granted/Registered	5/11/2004	2,840,358	5/11/2014	2,840,358	5/11/2014
MSENDUR	Canada	Published	6/30/2004	1,222,321			
MSENDUR	China	Granted/Registered	12/29/2004	4440527	8/28/2007	4440527	8/27/2017
MSENDUR	European Community	Pending	12/24/2004	4216347			
MSENDUR	Mexico	Granted/Registered	6/22/2004	662741	10/28/2004	857576	6/22/2014
MSENDUR	Taiwan	Pending	12/24/2004	093060327			
MSENDUR •	Thailand	Published	1/11/2005	578090			
MSENDUR	USA	Granted/Registered	6/9/2004	78/432,559	4/25/2006	3,086,453	6/17/2024
MSENDUR	Venezuela	Granted/Registered	12/28/2004	22790-2004	6/17/2009		6/17/2024
MSENDUR	Hong Kong	Granted/Registered	12/28/2004	300344600	12/28/2004	300344600	12/28/2011
NTEGRITY	USA	Granted/Registered	10/3/2007	77/295,442	6/10/2008	3,444,604	6/10/2018
ORION	Canada	Granted/Registered	7/11/1997	850,530	8/30/2000	531,993	8/30/2015
ORION	Mexico	Granted/Registered	7/28/1997	302,594	4/23/2001	695,278	7/28/2007
*PERENNIAL	USA	NOA	2/27/2009	77/680384			
*PLUG 'N GO	USA	Granted/Registered	8/10/2006	78/949681			
*POLITE	USA	NOA	2/26/2009	77/678723			
*POLITE	European community	Pending	2/26/2009				
POSITION PERFECT	China	Granted/Registered	8/25/2009				
POSITION PERFECT	Mexico	Granted/Registered	7/22/2004	4182095			
RANGER	Canada	Granted/Registered					
RANGER	USA	Granted/Registered			1/24/1989	1521640	
RANGER ECLIPSE	Brazil	Granted/Registered					
RANGER ECLIPSE	Mexico	Granted/Registered					

Mark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.	Expires
SAGEON	USA	Granted/Registered			7/26/2005	2979095	
SAGEON	Canada	Granted/Registered					
SCOUT	USA	Granted/Registered			7/26/2005	1784781	
SMARTBATTERY	USA	Granted/Registered			6/6/1998	2165129	
*THE PERFECT BALANCE BETWEEN POWER & MAINTENANCE	Canada	Granted/Registered					
THE PERFECT BALANCE BETWEEN POWER & MAINTENANCE	USA	Granted/Registered			2/26/2008	3390242	
VELOCITY	Canada	Granted/Registered					
VERSACHARGE	USA	Cancelled			9/28/2004	2890294	
VERSACHARGE	Canada	Granted/Registered					
V-LINE	Mexico	Granted/Registered					
V-LINE	USA	Granted/Registered			6/1/1999	2250494	
V-LINE	Canada	Granted/Registered					
VR SOLAR	Mexico	Granted/Registered					
VR SOLAR	USA	Granted/Registered			6/10/2003	2725883	
XT	Canada	Granted/Registered					
XT	USA	Granted/Registered			7/27/1999	2264301	
XT PLUS	Canada	Granted/Registered					
XT PLUS	USA	Granted/Registered			7/27/1999	2264300	
XTR	Argentina	Pending					
XTR	Brazil	Pending					
XTR	Canada	Pending					
XTR	Mexico	Granted/Registered					
XTR	Venezuela						

* James Dee is attorney of record

****Includes Lichtenstein, Switzerland, Yugoslavia, Benelux, Italy, Monaco, and Rep. of Vietnam

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

Trademark and Know-How License Agreement dated October 24, 2007 with Crown Battery Manufacturing Co., 1445 Majestic Drive, Fremont, Ohio 43420-0990, relating to all trademarks shaded gray on the Pending and Granted Trademarks Worldwide list attached as Exhibit A hereto.

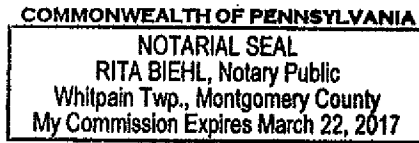
EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

See attached.

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF MONTGOMERY)

On the 21st day of September, 2013, before me personally came Christian Rheault, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the President and Chief Executive Officer of C&D TECHNOLOGIES, INC., the corporation which executed the foregoing instrument and that he signed his name thereto by order of the board of directors of such corporation.

Rita Biehl
Notary Public



[Signature Page to Trademark Special Power of Attorney]