IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES, *et al.*	)	Case No. 02-11125(KJC)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Objection Deadline: November 20, 2003 at 4:00 p.m. (ET)
	)	Hearing Date: To be determined.

OBJECTION OF FIAMM AUTOMOTIVE BATTERIES, S.p.A TO DEBTORS' NOTICE REJECTING CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

FIAMM Automotive Batteries S.p.A ("FIAMM"), objects to the Debtors' Notice Rejecting Certain Executory Contracts and Unexpired Leases [Docket No. 2833], as follows:

JURISDICTION

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue of this matter and the Debtors' Chapter 11 cases is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicate for the relief sought herein is 11 U.S.C. § 365.

BACKGROUND

2. On April 15, 2002 (the "Petition Date"), Exide Technologies, *et al.* (collectively, the "Debtors" or "Exide") each filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, as amended (the "Bankruptcy Code"). The Debtors continue in possession of their properties and are operating and managing their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. On October 20, 2003, the Debtors filed their Notice Rejecting Certain Executory Contracts and Unexpired Leases (the "Notice") [Docket No. 2833]. Attached as Exhibit "A" to the Notice was a list of contracts and leases, including a Trademark License Agreement between the Debtors and Estalissements Daniel Doyen S.A. ("EDD"), dated November 3, 1988 (the "Trademark Agreement"). The Trademark Agreement (annexed hereto as Exhibit A) grants to the licensee a perpetual, exclusive right and license to use the trademark "Prestolite"[1] in a number of European and African countries. The Trademark Agreement is governed by the laws of the State of New York. (Trademark Agreement, Section 6.2.)

4. In 1995, EDD contributed its battery business, including the Trademark Agreement, to Doyen Batterie S.A. n/k/a United Energy, N.V. ("U.E."), a wholly owned subsidiary of FIAMM.

5. Pursuant to an Agreement dated May 15, 2002 (annexed hereto as Exhibit B), FIAMM acquired the Trademark Agreement from U.E.

FIAMM OBJECTS TO THE DEBTORS' REJECTION OF THE TRADEMARK AGREEMENT BECAUSE THE TRADEMARK AGREEMENT IS NO LONGER EXECUTORY

6. Section 365 of the Bankruptcy Code permits a debtor, with certain exceptions, to reject executory contracts. While the Code does not define the term, the Third Circuit applies the "Countryman" test to determine whether a contract is "executory." Under this test, a contract is considered executory only if the obligations of both parties are so far under performed that the failure of either to complete performance "would constitute a material breach

[1] The licensed products include the trademarks "PRESTOLITE," "PREST-O-LITE," the "Prestolite Symbol," or any Similar Mark.

excusing the performance of the other." *In re Columbia Gas Sys.*, 50 F.3d 233, 239 (3d Cir. 1995)(citing *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 38-39 (3d Cir. 1989)). To determine whether a breach is material, bankruptcy courts look to controlling state law. *Id.* at 240.

7. Under New York law, for a breach of contract to be material, it must go to the "root or essence of the contract" so as to deprive the non-breaching party of the benefit of its bargain. *See, e.g., In re LaVigne*, 114 F.3d 379, 387 (2d Cir. 1997). In this instance, there are no remaining obligations of either party under the Trademark Agreement which could result in a material breach if not performed. Indeed, the Agreement itself provides only one instance of non-performance which would permit termination -- failure of the Licensee to make required payments.

8. Under the terms of the Trademark Agreement, FIAMM was obligated to make a total of $500,000 in payments in several lump sums at specified times specifically set forth in the Trademark Agreement. (Trademark Agreement, Section 3.2.) On information an belief, the final payment was due and paid under the terms of the Agreement on December 31, 1991. No further payments were required, and the Trademark Agreement specifically states that the grant of the use of the trademark is perpetual. (Trademark Agreement, Section 6.1.)

9. As stated above, the only grounds for termination of the Trademark Agreement for failure of performance is for non-payment of a required royalty payment. (Trademark Agreement, Section 6.2.)[2] Any other defaults under the Trademark Agreement are specifically reserved for settlement through arbitration, but do not grant either party a right to

[2] The Trademark Agreement also provides the Debtors with the right to terminate the agreement for two additional reasons unrelated to FIAMM's performance. Those include bankruptcy of the licensee or, on a country-by-country basis, should any particular country nationalize the licensee's operations. (Trademark Agreement, Section 6.3.)

termination. (Trademark Agreement, Section 6.2.) Thus, under the terms of the Trademark Agreement itself, the only material breach relieving either party of its obligations under the agreement is for non-payment of royalties. As stated above, all royalties due under the Trademark Agreement have been fully paid, and therefore, no breach for non-payment is possible.[3]

10. It is apparent from the face of the Agreement that what the parties intended was the sale of the trademarks to FIAMM. Only non-payment of a set royalty amount, paid in the first few years of the Trademark Agreement, was considered grounds for termination. Now that all royalties have been fully paid, it would be manifestly unfair to allow the Debtors to reject the Trademark Agreement. *See, e.g., In re DMR Financial Services, Inc.*, 274 B.R. 465 (Bankr. E.D. Mich. 2002)(denying debtor's motion to reject a fully executed contract for mortgage servicing rights). The only plausible basis for the Debtors' rejection at this time is to allow them to re-sell the trademark a second time. Depriving FIAMM of the benefit of its bargain for a perpetual license, fully paid for, would not fulfill the intent of Congress in providing for rejection of executory contracts.

11. The purpose of allowing a debtor to reject an executory contract is to relieve the debtor from performing continuing obligations under contracts that no longer benefit the estate. *See In re Trans World Airlines, Inc.* 261 B.R. 103 (Bankr. D. Del. 2001); *In re DMR Financial Services, Inc.*, 274 B.R. at 469 ("Rejections of executory contracts serve a dual purpose: they relieve the debtor of burdensome future obligations...and they constitute a breach of contract.")

---

[3] Although the parties have not yet had the opportunity to conduct discovery, FIAMM believes that over the 15 years the Agreement has been in effect, Exide has not sought to exercise any of its other rights, including by way of example, requiring Licensee to provide samples of products being sold, or inspecting manufacturing facilities.

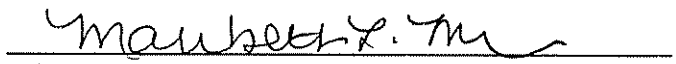
The Trademark Agreement does not place any burdens on the Debtors. Indeed, the Debtors received full payment for use of the license in perpetuity. The Debtors should not now be permitted to reject the agreement so that it can resell the trademarks.[4]

CONCLUSION

WHEREFORE, FIAMM respectfully requests that the Court sustain FIAMM's objection to the Debtors' attempt to reject the Trademark Agreement and grant FIAMM such other and further relief as this Court deems just and proper.

Dated: Wilmington, Delaware
November 20, 2003

YOUNG CONAWAY STARGATT & TAYLOR, LLP



John T. Dorsey (No. 2988)
Maribeth L. Minella (No. 4185)
The Brandywine Building
1000 West Street, 17th Floor
P.O. Box 391
Wilmington, DE 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

Counsel for FIAMM Automotive Batteries, S.p.A.

[4] If the Court should ultimately rule that the Agreement can be rejected, FIAMM will incur significant damages for breach which it will seek to recover against the Debtor pursuant to Section 365(g) of the Bankruptcy Code.

EXHIBIT "A"

TRADEMARK LICENSE AGREEMENT

This Agreement, dated November 3, 1988, by and between Exide Corporation, a Delaware Corporation, having its office at 645 Penn Street, Reading, Pennsylvania 19603 (hereinafter "LICENSOR"); and Etablissements Daniel Doyen S. A., having its office at Rue Felicien Rops 39 1070 Brussels, Belgium (hereinafter "LICENSEE").

W I T N E S S E T H

WHEREAS, LICENSOR warrants that Owner, as hereinafter defined, has granted LICENSOR an exclusive perpetual right and license, with the right to sublicense, in the Licensed Territory in the Licensed Trademarks, hereinafter defined;"

WHEREAS, LICENSEE desires to use the Licensed Trademarks on or in connection with Licensed Goods, hereinafter defined, marketed by LICENSEE; and

WHEREAS, LICENSOR, subject to the terms and conditions hereinafter set forth, is willing to grant to LICENSEE a right and license to so use the Licensed Trademarks;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

3

1.0 Definitions

Section 1.1 The term, "Licensed Territory", as used herein, means those countries listed in Schedule A attached hereto.

Section 1.2 The term, "Licensed Goods", as used herein, means starting, lighting, and ignition batteries.

Section 1.3 The term, "Licensed Trademarks", as used herein, means the trademarks listed Schedule A attached hereto. The Prestolite symbol referred to in Schedule A is shown in Exhibit A attached hereto.

Section 1.4 The term "Similar Mark", as used herein, means any trademark, trade name or service mark confusingly similar to, or which may constitute a colorable imitation of, a Licensed Trademark.

Section 1.5 The term "Affiliate, or used herein, means any person or entity controlling controlled by, or under common control with the party referred to.

Section 1.6 The term "Owner", as used herein, means Allied Corporation, a corporation of the State of New York, U.S.A. having an office at Columbia Road & Park Avenue, Morris Township, New Jersey 07960, U.S.A. as well as its wholly owned subsidiaries, Elton Corporation and Bunker Ramo, Corporation.

Section 1.7 The term "Additional Countries", as used herein, means those countries listed in Schedule B attached hereto.

2.0 License

Section 2.1 LICENSOR hereby grants to LICENSEE an exclusive right and license to use the Licensed Trademarks in the Licensed Territory on or in connection with the Licensed Goods marketed by LICENSEE in the Licensed Territory as well as in Austria and Spain. Such rights and licenses shall be perpetual, subject to the termination provisions of article 6.0 hereof.

Section 2.2 LICENSEE acknowledges that the Licensed Trademarks used on or in connection with Licensed Goods are the sole and exclusive property of Owner. Except as otherwise provided herein and subject to the terms and conditions stated in this Agreement, LICENSEE shall not have any right, title or interest, express or implied, in the Licensed Trademarks or their use, and LICENSEE shall not at any time, whether during the life or after expiration of this Agreement, assert or claim any right

to manufacture, sell or offer for sale products under any of the Licensed Trademarks, or under any Similar Mark.

Section 2.3 LICENSOR has the obligation to maintain the Licensed Trademarks in full force and effect, and LICENSEE agrees to provide assistance as is required or essential for such maintenance. If LICENSOR cannot maintain any or all of the Licensed Trademarks, LICENSEE shall be entitled to take over such maintenance and LICENSOR agrees to provide LICENSEE with sufficient notice to enable LICENSEE to take over such maintenance.

Section 2.4 The rights and licenses granted hereunder shall include the right to sublicense, provided however that any sublicense agreement shall contain quality control terms and other limitations consistent with this Agreement.

Section 2.5 In the event LICENSEE desires to use and register, in connection with its marketing of Licensed Products, the Trademarks PRESTOLITE, PREST-O-LITE, the Prestolite Symbol shown in Exhibit A, or any Similar Mark in any one or more of the Additional Countries or to register such Marks in Austria or Spain, LICENSOR shall not oppose such use and registration by LICENSEE provided that LICENSEE gives notice to LICENSOR pursuant to Section 9.1 hereof identifying such Trademarks or Similar Mark, the place where it intends to use such Trademarks or Similar Mark, and the Licensed Product or Products in connection with which

LICENSEE intends to use and register such Trademarks or Similar Mark. Unless LICENSOR notifies LICENSEE of LICENSOR'S decision to register such Trademarks or Similar Mark in such Additional Countries, Austria or Spain (subject to the exclusive right of use of such Trademarks or Similar Mark by LICENSEE in such Additional Countries in accordance with the terms and conditions of this Agreement) within sixty (60) days after the giving of such notice by LICENSEE, LICENSOR shall be deemed to have consented to LICENSEE'S use and registration of such Trademarks or Similar Mark in connection with the marketing of Licensed Products in such Additional Countries, Austria or Spain in the manner specified in such notice and LICENSEE'S commencement of proceedings to register such mark for use in connection with Licensed Products in such Additional Countries, Austria or Spain.

Section 2.6 No license, either expressed or implied, is granted by LICENSOR to LICENSEE hereunder with respect to any trademark or trade name except as specifically stated herein.

3.0 Royalty

Section 3.1 LICENSEE shall pay to LICENSOR, at the signing of this Agreement, the amount of two hundred twelve thousand, three hundred eighty-seven dollars ($212,387.00) in U.S. currency by depositing this amount to EXIDE'S Account Number

01479527 at the Philadelphia National Bank, Philadelphia, Pennsylvania USA, to the attention of Carol Williams.

Section 3.2 In addition to the amount set forth in Section 3.1 above, LICENSEE shall pay to LICENSOR the amount of two hundred-eighty-seven thousand, six hundred thirteen dollars ($287,613.00) in U.S. currency in accordance with the following schedule:

Ninety-five thousand, eight hundred seventy-one dollars ($95,871.00) due on or before December 31, 1989.

Ninety-five thousand, eight hundred seventy-one dollars ($95,871.00) due on or before December 31, 1990.

Ninety-five thousand, eight hundred seventy-one dollars ($95,871.00) due on or before December 31, 1991.

All payments shall be paid to EXIDE'S Account Number 01479527 at Philadelphia National Bank, Philadelphia, Pennsylvania, USA (or any other account number or bank designated in writing by LICENSOR to LICENSEE) the amounts set forth above on or before the respective due dates for payment of such amounts.

4.0 Marking and Method of Use

Section 4.1 LICENSEE may, at its option, display the Licensed Trademarks on or in connection with any of the Licensed Goods sold by LICENSEE. LICENSEE shall also display such other notices, if any, as required by the laws or as may be customary

practice in the Licensed Territory in which the Licensed Trademarks may be used by LICENSEE under the terms of this Agreement.

Section 4.2 LICENSEE shall not use in any aspect of its business activities the Licensed Trademarks or any notice relating thereto, which is substantially different from the present use by LICENSEE which present use has been approved by LICENSOR, without LICENSOR'S prior consent.

Section 4.3 Without the prior consent of LICENSOR, LICENSEE shall not use the Licensed Trademarks in combination or in close association with any other trademark or ornamentation, nor shall LICENSEE use the Licensed Trademarks as a corporate or commercial name or any part thereof, except as authorized herein, and any such approved use by LICENSEE of the Licensed Trademarks shall cease upon the termination of this Agreement for whatever reason.

Section 4.4 For purposes of Sections 2.5, 4.2 and 4.3, consent shall be deemed to have been given if LICENSEE shall have notified LICENSOR of a proposed use and LICENSOR shall not have notified LICENSEE of its reasonable objections to such proposed use within thirty (30) days following such notice; and provided further that, for purposes of Sections 2.5, 4.2 and 4.3, reasonable objections may be based solely on the reasonable judgment of LICENSOR'S outside trademark counsel that such usage

can reasonably be expected to dilute or otherwise impair the value of the Licensed Trademarks to LICENSOR. If LICENSEE does not agree with the judgement with LICENSOR'S outside trademark counsel, LICENSEE shall so notify LICENSOR within thirty (30) days of receipt of LICENSOR'S objections. LICENSOR'S outside trademark counsel and LICENSEE'S outside trademark counsel shall then appoint a neutral outside trademark counsel, acceptable to both, and shall give such neutral outside counsel the sole authority to settle the disagreement within sixty (60) days after the aforementioned notice of disagreement was given by LICENSEE to LICENSOR.

5.0 Quality Control

Section 5.1 All Licensed Goods manufactured or sold by LICENSEE in connection with the Licensed Trademarks shall conform to present standards used by LICENSEE and approved by LICENSOR, which standards shall be commensurate with those established by DIN or with modified DIN standards where such modifications are required by the country of use.

Section 5.2 LICENSEE shall, at the request and expense of LICENSOR, submit to LICENSOR at reasonable intervals not exceeding once per year for inspection, testing, quality evaluation and approval, representative samples of all Licensed Goods to be sold under the Licensed Trademarks.

Section 5.3 LICENSEE shall permit up to two authorized representatives of LICENSOR to enter offices, factories, warehouses and shipping locations of LICENSEE at reasonable intervals not exceeding once per facility per year, during normal business hours and at LICENSOR'S expense, and to make such inspections as are reasonably necessary to ascertain whether this Agreement is being complied with, including (without limitation upon the generality of the foregoing) inspecting Licensed Goods and parts therefor in stock and in process of manufacture, observing manufacturing operations, inspecting the workmanship used and the materials used or to be used in Licensed Goods and parts therefor and inspecting the labeling, marking and packing methods and practices.

Section 5.4 If it is determined by LICENSOR that any Licensed Goods or parts therefor do not meet the required standards of quality set forth herein, LICENSOR shall notify LICENSEE, giving full details regarding the deficiencies therein. Upon receipt of such notice, LICENSEE shall, within ninety (90) days or such longer period of time as is reasonably necessary, cure such deficiency.

Section 5.5 The maintenance by LICENSEE of the quality standards stated herein is of the essence of this Agreement, and performance by LICENSEE hereunder shall not be deemed complete unless LICENSEE maintains such quality standards.

Section 5.6 LICENSOR does not make, and shall not be deemed to have made, any warranties or indemnities of any nature whatsoever with respect to any product manufactured, sold or used by LICENSEE, except as provided herein.

6.0 Duration

Section 6.1 This Agreement is effective as of the date the payment set forth in Section 3.1 by LICENSEE to LICENSOR has been made and, unless sooner terminated under the provisions below, is perpetual.

Section 6.2

(a) If LICENSEE fails to make royalty payments within thirty (30) days following the due dates set forth in Section 3.2 of this Agreement, LICENSOR shall have the right to terminate this Agreement following the expiration of such thirty (30) day period.

(b) If either party defaults for any reason in any of its obligations hereunder, other than as set forth above in paragraph (a) of this Section, the non-defaulting party shall give written notice of such default to the defaulting party. The parties will then have one hundred eighty (180) days following such notice to use their best efforts to resolve the default. If the default is not resolved within this one hundred eighty (180) day period, both parties agree to have the default dispute settled by arbitration in accordance with the Rules of the American

Arbitration Association. Any such arbitration shall take place in the City of New York, New York, United States of America. Such arbitration shall be conducted in the English language and the arbitrators shall apply the laws of the State of New York.

Section 6.3 LICENSOR may terminate this Agreement, forthwith in the event of the bankruptcy of LICENSEE or an assignment for the benefit of creditors of LICENSEE. LICENSOR may terminate the licenses granted hereunder, on a country-by-country basis, if a country nationalizes LICENSEE'S operations of making or selling Licensed Products therein. Such termination shall be without prejudice to the claims LICENSOR may have against LICENSEE regarding payment of royalties set forth in Section 3.0.

Section 6.4 Upon termination of this Agreement in accordance with Sections 6.2 or 6.3, LICENSEE (a) shall cease all use of the Licensed Trademarks and shall not thereafter use any Similar Mark in any other manner whatsoever, (b) shall discontinue the use of the Licensed Trademarks on letterheads, stationery, and other forms, and shall not thereafter indicate, in connection with marketing of Licensed Products, that LICENSEE is or has been a trademark licensee of LICENSOR and (c) shall thereafter refrain from directly or indirectly using or displaying any advertising or promotional material or performing any other act which might cause anyone to infer or believe LICENSEE to be or to have been a trademark licensee of LICENSOR; provided, however, that within one hundred and twenty (120) days from the termination of this

Agreement LICENSEE may sell or otherwise dispose of any Licensed Goods and parts therefor in the possession or under control of LICENSEE and bearing the Licensed Trademarks at the date of termination.

Section 6.5 Upon termination of this Agreement, LICENSEE shall perform all acts which may be necessary or useful to render effective the termination of the interest of LICENSEE in the Licensed Trademarks, including but not limited to the cancellation of any registration or recordation of this Agreement, or any summary thereof, and LICENSEE shall execute any assignment, conveyance, acknowledgment or other document that LICENSOR may require relinquishing or conveying to LICENSOR any and all rights to or interest in the Licensed Trademarks and any Similar Mark which LICENSEE has, may have had, or may have acquired, and any goodwill pertaining thereto.

7.0 Protection of Mark; Litigation

7.1 LICENSOR will at all times have the sole right to take whatever steps it deems necessary or desirable to protect the Licensed Trademarks, including the filing and prosecution of litigation and opposing applications for trademark or service mark registration for marks that are confusingly similar to any of the Licensed Trademarks and LICENSOR shall have the right to include LICENSEE as a party in such litigation where necessary for the conduct thereof. If LICENSOR and LICENSEE desire and agree to

joint participation in any infringement suit or other action with respect to the Licensed Trademarks, the respective responsibilities of the parties, and their contributions to the costs and participation in any recoveries, will be agreed upon in writing prior to undertaking such action. Notwithstanding the foregoing, if LICENSEE desires to file litigation or oppose the trademark or service mark application of a third party in order to protect the Licensed Trademarks or any of them, and LICENSOR declines to commence such litigation or to oppose such application, LICENSEE shall be entitled to commence and prosecute litigation or oppose an application at its expense, and shall be entitled to all monetary damages and other benefits received as the result thereof. LICENSOR shall cooperate with LICENSEE in the prosecution of such litigation or in such opposition, and shall, in its discretion, be entitled to participate at its expense in such prosecution or opposition.

Section 7.2 LICENSOR and LICENSEE agree to notify each other promptly if either party receives notice of (i) any conflicting uses of, or any applications or registrations for, a trademark or service mark that conflicts with any of the Licensed Trademarks or (ii) any acts of infringement or unfair competition involving any of the Licensed Trademarks or (iii) any allegations that the use of any of the Licensed Trademarks by LICENSOR or LICENSEE infringes the trademark or service mark or any other

rights (including rights relating to unfair competition) of any other person.

Section 7.3 The parties agree to notify each other of the commencement of any legal action for trademark infringement or unfair competition based upon any of the Licensed Trademarks, and to keep each other apprised of any developments in such cases. With respect to an action against LICENSEE, LICENSEE shall not file any pleadings or otherwise defend against any such action or threatened action for the period commencing thirty (30) days from the date of notice of such action to LICENSOR without first obtaining the express written approval of LICENSOR, except such as may be necessary to prevent any action adverse to LICENSEE or LICENSOR, by default or otherwise. LICENSOR, in its sole discretion, may defend any such suit at its own expense, in the name of LICENSEE or otherwise, or may negotiate a settlement thereof, provided that without LICENSEE'S prior written consent, LICENSOR shall not settle such action upon any terms that might adversely affect the rights of LICENSEE to use the Licensed Trademarks. LICENSEE shall cooperate with and assist LICENSOR and shall make available without charge all evidence, information or particulars in its possession which might assist LICENSOR in such defense. LICENSOR shall keep LICENSEE fully and promptly informed concerning the progress of such suit.

Section 7.4 LICENSEE agrees to be solely responsible for, to defend and indemnify LICENSOR, and its respective

officers, agents and employees, and to hold each of them harmless from any claims, demands, causes of action, or damages, including reasonable attorney's fees, arising out of or in connection with the sale, distribution, or use of the Licensed Products by LICENSEE or LICENSEE'S sub-licensee except for any action (a) for trademark infringement arising out of LICENSEE'S use of any of the Licensed Trademarks in the Licensed Territory as authorized in this License Agreement; or (b) which arises out of a breach of any of representation or covenant of LICENSOR contained herein.

8.0 Recordation of Agreement

Section 8.1 Licensee shall, in its discretion, determine what may or shall be required to satisfy the laws or regulations governing the Licensed Territory with respect to the recordation of, validation of, or otherwise rendering effective this Agreement, and LICENSOR shall provide such assistance as LICENSEE may require to satisfy such laws or regulations. Upon termination of this Agreement for whatever reason LICENSEE will cooperate with LICENSOR to effect the cancellation of any such recordation.

9.0 Miscellaneous

Section 9.1 Any notice required or permitted hereunder shall be in writing and shall be sufficiently given when mailed prepaid first class registered mail and addressed to the party for whom it is intended at its record address, and such notice shall

be effective as of the date it is deposited in the mail. The record address of LICENSOR and LICENSEE are those set forth in the preamble of this Agreement. With respect to LICENSOR, such notice shall be addressed to the attention of General Counsel; with respect to LICENSEE, such notice shall be addressed to the attention of Managing Director. Any party may, at any time substitute for its previous record address any other address by giving written notice of the substitution.

Section 9.2 This Agreement does not in any way create the relationship of principal and agent between LICENSOR and LICENSEE, and LICENSEE shall not under any circumstances act as or represent itself to be an agent of LICENSOR.

Section 9.3 Failure of either party to insist upon the strict performance of any provisions hereof or to exercise any right or remedy shall not be deemed a waiver of any right or remedy with respect to any existing or subsequent breach or default; the election by either party of any particular right or remedy shall not be deemed to exclude any other; and all rights and remedies of either party shall be cumulative.

Section 9.4 If any provision or provisions of this Agreement in any way contravene a law of any state or country in which this Agreement is effective, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be modified to conform with such law.

Section 9.5 This Agreement may not be assigned or otherwise transferred by any party hereto without the prior written consent of the other, except that: (i) this Agreement may be assigned by either party to any Affiliate thereof, (ii) this Agreement may be assigned by LICENSEE to the purchaser of all or substantially all of the LICENSEE'S business.

Section 9.6 This Agreement contains all of the terms and conditions agreed upon by LICENSOR and LICENSEE regarding the specific subject matter hereof; and this Agreement may be modified only by an instrument in writing executed on behalf of LICENSOR and LICENSEE by their respective duly authorized officers.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Agreement to be executed by their respective duly authorized officers on the date first set forth above.

Attest: R. M. Rader (SEAL)

EXIDE CORPORATION

By [signature]
(Authorized Signature)

Attest: [signature] (SEAL)
A. Delahaye

ETABLISSEMENTS DANIEL DOYEN S.A.

By [signature] Richard Scaille
(Authorized Signature)

Schedule A

Licensed Trademarks

PRESTOLITE

Country	Registration No.
Botswana	SA2075
Benelux	85788
Benelux	868,801
Denmark	190/1965
Finland	48389
France	1,018,972
Germany (West)	801,414
Germany (East)	934,991
Great Britain	B835,230
Greece	28408
Ireland	B71089
Israel	21110
Italy	222,947
Kenya	13602
Morocco	18740
Nigeria	38767
Norway	68082
Portugal	131,521
Swaziland	65/1966
Sweden	83-4362
Switzerland	319,121
Turkey	58213

PREST-O-LITE

Country	Registration No.
Benelux	87587

20

Symbol (disk & cradle)

Country	Registration No.
Benelux	87586
Denmark	2666/1963
Finland	42728
France	1,037,123
Great Britain	836,762
Greece	29432
Italy	34376 C/79
Norway	63099

Exhibit A

Prestolite Symbol

Schedule B

Additional Countries

Algeria
Cameroon
Central Africa Republic
Ivory Coast
Poland
Senegal
Tunisia
Upper Volta
Zaire

LETTER AGREEMENT

This Agreement, dated November 3, 1988 by and between Uranio Battery Fabrica Accumulatori Uranio S.P.A., having an office at Casella Postale 42 I-37100 Verona, Italy (hereinafter "URANIO"); and Exide Corporation, a Delaware corporation, having its office at 645 Penn Street, Reading, Pennsylvania, 19603 (hereinafter "EXIDE").

Upon signing of this Agreement, URANIO will pay to EXIDE the amount of forty-four thousand, seventy-nine dollars ($44,079.00) in U.S. currency by depositing this amount to EXIDE's Account Number 01479527 at the Philadelphia National Bank, Philadelphia, Pennsylvania, USA, attention Carol Williams in satisfaction of its obligations to pay royalties due EXIDE for the periods July 1, 1986 through June 30, 1987 and July 1, 1987 through June 30, 1988 under a trademark agreement between URANIO and EXIDE. Upon paying of the stated amount by URANIO to EXIDE, the aforementioned trademark agreement shall terminate.

IN WITNESS THEREOF, EXIDE and URANIO have caused this agreement to be executed by their respective duly authorized officers on the date first set forth above.

ATTEST: _____ (SEAL)

EXIDE CORPORATION

By _____
(Authorized Signature)

ATTEST: _____ (SEAL)

URANIO S.P.A.

By _____
(Authorized Signature)

Schedule B

Additional Countries

Algeria
Cameroon
Central Africa Republic
Ivory Coast
Poland
Senegal
Tunisia
Upper Volta
Zaire

EXHIBIT "B"

United Energy N.V.

And

FIAMM Automotive Batteries S.p.A.

Assignment Agreement

Transfer and Assignment of a Trademark License Agreement

This Agreement is entered into on May the 15th, 2002 by and between

(1) **United Energy N.V.**, a limited liability company organised under the laws of Belgium, having its registered office at 1070 Anderlecht (Belgium), rue Paepsem 121, registered with the Register of Commerce of Brussels under the number 565.768, hereinafter referred to as "U.E.",

(2) **FIAMM Automotive Batteries S.p.A.**, a company organised under the laws of Italy, having its registered office at 36075 Montecchio Maggiore (VI) (Italy), Viale Europa 63, hereinafter referred to as "FAB",

each of the above hereinafter jointly referred to as "Parties" or each separately as a "Party",

Recitals

(A) WHEREAS, U.E. is a fully-owned subsidiary of FAB, a company belonging to the FIAMM group of companies;

(B) WHEREAS, on 3 November 1988, U.E. (previously named "Doyen Battery S.A." and "Etablissements Daniel Doyen S.A.") has entered into a trademark license agreement with Exide Corporation, a Delaware corporation having its office at 645 Penn Street, Reading, Pennsylvania 19603, pursuant to which U.E. has been granted an exclusive right and license to use certain trademarks in a certain territory;

(C) WHEREAS, the said trademark license agreement provides that the agreement may be assigned by either party to any affiliate thereof, "affiliate" being defined as "any person or entity controlling, controlled by, or under common control with the party referred to";

(D) WHEREAS, it is the policy of the FIAMM group of companies to concentrate all intellectual property rights related to each business in the leading companies of the FIAMM group of companies, in this case in FAB;

(E) WHEREAS, consequently, FAB is willing to obtain U.E.'s rights and obligations under the said trademark license agreement and U.E. is willing to transfer and assign its rights and obligations under the said trademark license agreement to FAB;

In consideration of the premises and covenants hereinafter set forth, the Parties hereto agree as follows:

1 Definitions

1.1 In this Agreement (including the Recitals and the Schedules) the following capitalised words and expressions shall have the following meanings:

1.1.1 "**Agreement**" shall mean the present assignment agreement.

1.1.2 "**Effective Date**" shall mean the date of the last signature of a Party hereto.

1.1.3 "Schedule" shall mean a schedule to this Agreement.

1.1.4 "Trademark License Agreement" shall mean the trademark license agreement entered into on 3 November 1988 by and between U.E. (previously named "Doyen Battery S.A." and "Etablissements Daniel Doyen S.A.") on the one hand and Exide Corporation, a Delaware corporation having its office at 645 Penn Street, Reading, Pennsylvania 19603, on the other hand, a copy of which is attached hereto as Schedule 1.

1.1.5 "Transfer Fee" shall have the meaning set forth in Section 3.1 of this Agreement.

1.2 References to legislative provisions shall be construed as references to those provisions as they shall have been respectively amended or re-enacted or as their application has been modified by other provisions up to the date of this Agreement.

1.3 All words denoting the singular number only shall include the plural and vice versa.

1.4 Headings to clauses in this Agreement are included for the purpose of ease of reference only and shall not have any effect on construction and interpretation.

2 Assignment

2.1 In consideration for the payment of the Transfer Fee referred to in Section 3, U.E. hereby transfers and assigns, as of the Effective Date, all of its rights and obligations under the Trademark License Agreement to FAB, who accepts.

2.2 As of the Effective Date, FAB shall take over all of U.E.'s rights and obligations under the Trademark License Agreement.

3 Transfer Fee

3.1 In consideration for the transfer and assignment by U.E. of all its rights and obligations under the Trademark License Agreement, FAB shall pay to U.E. the amount of € 390.000 (threehundredninetythousand Euro) ("Transfer Fee").

3.2 Considering that, on the Effective Date, FAB has a certain, liquid and due claim of € 4,694,872,66 on U.E., which U.E. hereby acknowledges, the payment of the Transfer Fee shall be done by compensation (set-off) with the aforementioned claim of FAB on U.E. For avoidance of doubt, the Parties agree that the compensation shall take place on the Effective Date.

4 Recordation of Agreement

4.1 FAB shall, in its discretion, determine what may or shall be required to satisfy the laws or regulations governing the Licensed Territory (as defined in the Trademark License Agreement) with respect to the recordation of, validation of, or otherwise rendering effective of this Agreement, and U.E. shall provide such assistance as FAB may require to satisfy such laws or regulations.

5 Miscellaneous

5.1 Independent Contractors

It is expressly agreed that U.E. and FAB shall be independent contractors with respect to this Agreement and that the relationship between the Parties created by this Agreement shall not constitute a partnership, joint venture or agency. Neither U.E. nor FAB shall have the authority to make any statements, representations or commitments of any kind, or take any action, which shall be binding on the other, without the prior consent of that Party to do so.

5.2 No Waiver

The failure of either Party at any time to require performance by the other Party of any provisions of this Agreement shall in no way affect the right of such Party to require performance of any provisions. Any waiver by any Party of any breach of any provisions of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provisions or any other provisions of this Agreement. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

5.3 Entire Agreement

This Agreement (including the Recitals and Schedules which form an integral part hereof) contains the entire agreement of the Parties hereto with regard to the subject matter to which it refers and contains everything the Parties have negotiated and agreed upon within the framework of this Agreement. It replaces and annuls any agreement, communication, offer, proposal, or correspondence, oral or written, previously exchanged or concluded between the Parties and referring to the same subject matter. No Party has relied on or has been induced to enter into this Agreement in reliance on any representation, warranty or undertaking that is not set out in this Agreement. No Party shall be liable to the other for any misrepresentation or untrue statement that is not set out in this Agreement. Liability for fraudulent misrepresentation is not excluded.

5.4 Schedules

The Schedules to this Agreement form an integral part thereof and any reference to this Agreement shall include a reference to the Schedules and vice versa.

5.5 Amendments

Amendments or changes to this Agreement shall be valid only if made in writing and signed by an authorised signatory of each of the Parties.

5.6 Severability

In the event that one or more provisions of this Agreement should be or become invalid, then the Parties will negotiate in good faith to substitute valid provisions for such invalid ones. The substituted provisions shall be drafted so that in their economic effect they so closely resemble the invalid provisions that it can be reasonably assumed that the Parties would have contracted on the basis of those new provisions.

In the event that such provisions cannot be drafted, the invalidity of one or more of the provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such essential importance for this Agreement that it is

to be reasonably assumed that the Parties would not have contracted this Agreement without the invalid provisions.

5.7 **Announcements**

No public announcement or press release in connection with the signature or subject matter of this Agreement shall be made or issued by any Party without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed).

If a Party has an obligation to make or issue any announcement required by law or by any stock exchange or by any governmental authority, the relevant Party shall give the other Party every reasonable opportunity to comment on any announcement or release before it is made or issued (provided that this shall not have the effect of preventing the Party making the announcement or releasing the Party from complying with its legal and/or stock exchange obligations).

5.8 **Costs**

Each Party shall bear all costs and expenses incurred by it in connection with the preparation, negotiation, execution and performance of this Agreement.

5.9 **Governing Law**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Belgium.

5.10 **Jurisdiction**

Any litigation relating to the conclusion, validity, interpretation or performance of this Agreement, or of subsequent contracts or operations derived herefrom, as well as any other litigation concerning or related to the present contract, without any exception, shall be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.

30

Signed in Montecchio Maggiore (VI) – Italy - on 15th of May 2002, in two original copies, each Party acknowledging having received one of these copies.

United Energy N.V.

Name Luigi Tolino

Title Managing Director

Date 15/05/2002

FIAMM Automotive Batteries S.p.A.

Name Alberto Villa

Title Managing Director

Date 15/05/2002

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
EXIDE TECHNOLOGIES et al.,	)	Case No. 02-11125 (KJC)
	)	
Debtors.	)	(Jointly Administered)

AFFIDAVIT OF SERVICE

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

Thomas J. Hartzell, being duly sworn according to law, deposes and says that he is employed by the law firm of Young Conaway Stargatt & Taylor, LLP, attorneys for FIAMM Automotive Batteries, S.p.A., Creditor in the above captioned matter, and that on the 20th day of November 2003, he caused a copy of the attached pleading to be served, as indicated, to those parties on the attached service list.

Thomas J. Hartzell

SWORN TO AND SUBSCRIBED before me this 20th day of November 2003.

Notary Public

ANGELA M. COLSON
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Aug. 31, 2007

CORE GROUP SERVICE LIST
11/20/2003

Douglas P. Bartner, Esq
Marc Hankin, Esq.
Shearman & Sterling
599 Lexington Ave.
New York, NY 10022
(Counsel to Prepetition Secured Lenders)
First Class Mail

Mark D. Collins, Esq
Richards, Layton & Finger, P.A.
One Rodney Square
P.O.Box 551
Wilmington, DE 19899
(Counsel to Prepetition Secured Lenders)
Hand Delivery

William A. Hazeltine, Esq
Potter Andreson & Corroon LLP
1313 North Market Street, 6th Floor
P.O.Box 951
Wilmington, DE 19801
(Counsel to Official Cmte. Equity Security Holders)
Hand Delivery

Laura D. Jones, Esq
Pachulski, Stang, Ziehl, Young & Jones P.C.
919 North Market Street, 16th Floor
P.O.Box 8705
Wilmington, DE 19899
(Counsel to Debtors)
Hand Delivery

Matthew N. Kleiman, Esq
Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
(Counsel to Debtors)
Federal Express

Richard S. Cobb, Esq
Landis Rath & Cobb LLP
919 North Market Street, Suite 600
P.O.Box 2087
Wilmington, DE 19801
Counsel to Post Petition Secured Lenders, CitiCorp
Hand Delivery

Marcia L. Goldstein, Esq
Troy L. Cady, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
(Counsel to Post Petition Secured Lenders)
First Class Mail

Fred Hodara, Esq
Mary R. Masella, Esq.
Akin Gump Strauss Hauer & Feld LLP
590 Madison Avenue
New York, NY 10022
(Counsel to Official Cmte. of Unsecured Creditors)
First Class Mail

Mark Kenney, Esq
Office of the United States Trustee
844 King Street, Room 2313
Lockbox 35
Wilmington, DE 19801
(U.S. Trustee)
Hand Delivery

Stuart Kupinsky
General Counsel
Exide Technologies, Inc.
210 Carnegie Center, Suite 500
Princeton, NJ 08540
(Debtors)
First Class Mail

CORE GROUP SERVICE LIST
11/20/2003

Mark L. Metz, Esq
Joshua A.Blakely, Esq.
Reinhart Boerner Van Deuren
1000 North Water Street, Suite 2100
Milwaukee, WI 53202
(Counsel to Official Cmte. Equity Security Holders)
First Class Mail

David B. Stratton, Esq
David M. Fournier, Esq.
Pepper Hamilton LLP
1201 Market Street, Suite 1600
Wilmington, DE 19899
Counsel for Official Cmte of Unsecured Creditors
Hand Delivery