

9-29-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-05-1999



101162066

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

9-29-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

10/04/1999 DMSUYEN 00000185 230800 2178735

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party Only

Name WEIL, GOTSHAL & MANGES LLP

Address (line 1) 767 Fifth Avenue

Address (line 2) New York, New York 10153-0119

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

212-310-8317

Name Kevin McMahon, Esq.

Address (line 1) Weil, Gothshal & Manges LLP

Address (line 2) 767 Fifth Avenue

Address (line 3) New York, New York 10153-0119

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

7

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2178735

Number of Properties

Enter the total number of properties involved

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number

23-0800

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dawn Harrington

Name of Person Signing



Signature

September 29, 1999

Dated Signed

TRADEMARK ASSIGNMENT

WHEREAS, TADIRAN LTD., an Israeli corporation, with offices at 4 Derech Hachosh Street, Yehud, Israel, 56000 ("Assignor"), is the owner of certain trademarks and service marks in United States and in other countries and of registrations and applications for registration therefor, that are listed and described in Appendices A-1, A-2, B-1, and B-2, attached hereto (collectively, the "Marks"), and the goodwill appurtenant thereto; and

WHEREAS, TADIRAN BATTERIES LTD., an Israeli corporation ("Assignee"), and having a place of business at P.O.B. 1 Kiryat, Ekron, Israel, 70500, desires to acquire the entire and exclusive right, title and interest in the Marks and such appurtenant goodwill.

NOW, THEREFORE, in consideration of the following terms and covenants, the parties agree as follows:

For and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, its entire right, title and interest in and to the Marks, together with the goodwill appurtenant thereto.

Assignor hereby grants and agrees that Assignee may obtain or cause to be obtained registrations of the Marks and all renewals thereof in the United States and throughout the world, in Assignee's or Assignee's successor's name as trademark proprietor, and Assignor hereby assigns to Assignee, its successors and assigns, any and all rights which Assignor may have during any and all original, renewal, extended or reversionary terms of the Marks, throughout the world, including, but not limited to, all causes of action for any and all past or future infringement of the rights being assigned hereby and the right to retain the proceeds from any such infringement claims.

As of the date hereof, Assignee is also hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature under or concerning the Marks, the registrations and all renewals thereof, or concerning any infringement thereof, or interference with any of the rights granted under said Marks, and the registrations, applications or renewals thereof, in its own name as trademark proprietor.

Assignor hereby agrees that it will execute all documents, papers, forms or authorizations, and depose to or swear to all appropriate declarations or oaths which may be necessary or convenient for securing, completing, or vesting title to the interests assigned to ASSIGNEE or its successors and assigns.

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto this 26 day of July, 1999.

TADIRAN LTD.

By: Daphna Kedmi

Name: Daphna Kedmi

Title: General Counsel

By: [Signature]

Name: Benjamin Sussman

Title: V.P. C.F.O

ACCEPTANCE

The undersigned, TADIRAN BATTERIES LTD. of P.O.B. 1 Kiryat, Ekron, Israel 70500, declares that it has accepted the foregoing assignment.

SIGNED AND SEALED at Kiryat Ekron, this 26 day of July, 1999.

(Seal)

TADIRAN BATTERIES, LTD.

By: _____
Name: _____

REMEZ TWAIG
VICE PRESIDENT & CFO

Title: _____

IGAL CARMEL
PRESIDENT & CEO
TADIRAN BATTERIES LTD.

APPENDIX A-1
U.S. TRADEMARKS

<u>Trademark</u>	<u>Renewal Date</u>	<u>Registration No.</u>
IN CHARGE	09/04/08	2178735

APPENDIX A-2

U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Appl'n No.</u>	<u>Filing Date</u>
------------------	-------------------	------------------------

APPENDIX B-1

FOREIGN TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Renewal Date</u>	<u>Registration No.</u>
IN CHARGE	France	10/27/04	94/542/325
IN CHARGE	Germany	12/31/04	394 05 116
IN CHARGE	Sweden	05/25/05	302 377
IN CHARGE	U.K.	06/09/01	1587870

FOREIGN TRADEMARK APPLICATIONS

Trademark

Country

Appl'n No.
and Filing Date