

07-14-2004



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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORD
TRA.DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ultralife Batteries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 30 June 2004

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal

Address: _____

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Commercial Bank

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached

B. Trademark Registration No.(s) see attached

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Angela Brown

Internal Address: _____

Nationwide Information Services, Inc.

Street Address: 52 State Street

City: Albany State: NY Zip: 12207

6. Total number of applications and
registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Mitchell L. Garrett

Name of Person Signing

Signature

8 July 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/13/2004 NGETACHE 00000073 78199937

01 FC:0521
02 FC:052240.00 OP
350.00 OPTRADEMARK
REEL: 003006 FRAME: 0898

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

Registered Trademark Number	Trademark
78199937 2812985	THE NEW POWER GENERATION LIVE
76322973 2593294	LITHIUMPOWER LIVE
76272391 2711970	ULTRALIFE HIRATE LIVE
76272388 2722260	THE NEW POWER GENERATION LIVE
76067294 2553976	ULTRALIFE POLYMER LIVE
75411631 2223421	ULTRATHIN LIVE
75051957 2192966	ULTRALIFE THIN CELL LIVE
75911465 2791715	POLYMER POWER LIVE
74676149 2166727	ULTRALIFE LIVE
74497125 1908249	ULTRALIFE BATTERIES INC. LIVE
73601014 1423709	ULTRALIFE LIVE

TRADEMARK APPLICATIONS

Registered Trademark Number	Trademark
78430737	LITHIUMPOWER LIVE
78199931	ULTRALIFE LIVE
78281450	ULTRALIFE HOME MEDICAL SUPPLIES LIVE
76320691	LITHIUMPOWER LIVE

TRADEMARK SECURITY AGREEMENT

WHEREAS, Ultralife Batteries, Inc., a Delaware corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, JPMorgan Chase Bank, as Collateral Agent ("Collateral Agent") and Lenders are parties to a Credit Agreement dated June 30, 2004 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the General Security Agreement dated as of June 30, 2004 (as the same may be amended and in effect from time to time, the "Security Agreement") by Grantor in favor of Collateral Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

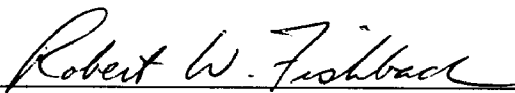
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Terms defined in the Security Agreement and not otherwise defined herein shall have the respective meanings provided for in the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 30th day of June, 2004.

ULTRALIFE BATTERIES, INC., as Debtor

By: 
Robert W. Fishback, Vice President
Finance and CFO

ACKNOWLEDGED:

JPMORGAN CHASE BANK, as Collateral Agent

By: Virginia S. Allen
Virginia S. Allen, Vice President

STATE OF NEW YORK)
COUNTY OF Monroe) ss:

On the 30th day of June, 2004 before me personally appeared **Robert W. Fishback**, to me known, who being by me duly sworn, did depose and say that he is Vice President – Finance and CFO of **Ultralife Batteries, Inc.**, the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

John C. Hart
Notary Public

{Seal}

My commission expires: _____
JOHN C. HART
Notary Public, State of New York
Qualified in Monroe County
Commission Expires August 31, 2006

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 30th day of June, 2004 before me personally appeared **Virginia S. Allen**, to me known, who being by me duly sworn, did depose and say that she is a Vice President of **JPMorgan Chase Bank**, as Collateral Agent, the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the board of directors of said corporation.

John C. Hart
Notary Public

{Seal}

My commission expires: _____
JOHN C. HART
Notary Public, State of New York
Qualified in Monroe County
Commission Expires August 31, 2006