

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ultralife Corporation		05/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	Three PNC Plaza
Internal Address:	225 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3748925	AMTI
Registration Number:	3748924	AMTI
Registration Number:	2593294	LITHIUMPOWER
Registration Number:	3569971	LITHIUMPOWER
Registration Number:	2913508	LITHIUMPOWER
Registration Number:	3048998	LITHIUMPOWER
Registration Number:	3267165	MCDOWELL RESEARCH
Registration Number:	3267170	MCDOWELL RESEARCH
Registration Number:	3716336	RPS
Registration Number:	3490197	SMART CIRCUIT
Registration Number:	3586121	SMART CIRCUIT!
Registration Number:	2864872	ULTRALIFE
Registration Number:	1423709	ULTRALIFE

OP \$465.00 3748925

Registration Number:	1908249	ULTRALIFE BATTERIES INC.
Registration Number:	2166727	ULTRALIFE
Registration Number:	2711970	ULTRALIFE HIRATE
Registration Number:	2192966	ULTRALIFE THIN CELL
Registration Number:	3308538	WE. ARE. POWER.

**CORRESPONDENCE DATA**

Fax Number: 2163634588  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 216.363.4677  
Email: trademark@beneschlaw.com  
Correspondent Name: Duncan H. Poirier  
Address Line 1: Benesch Friedlander Coplan & Aronoff LLP  
Address Line 2: 200 Public Square, Suite 2300  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	36526-2
NAME OF SUBMITTER:	Duncan H. Poirier
Signature:	/Duncan H. Poirier/
Date:	06/03/2013

**Total Attachments: 23**  
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**TRADEMARK**

**EXECUTION VERSION**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered at Newark, New York as of this 24<sup>th</sup> day of May 2013, by ULTRALIFE CORPORATION, a corporation organized under the laws of the State of Delaware (together with its successors and assigns, "Pledgor"), to PNC BANK, NATIONAL ASSOCIATION ("Lender").

RECITALS:

Pledgor, and certain other Credit Parties which from time to time become party thereto, and Lender are entering into that certain Revolving Credit, Guaranty and Security Agreement, dated as of the date hereof (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender grant it the financial accommodations as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that it obtain from Lender the Advances (as defined in the Credit Agreement), and other financial accommodations provided for in the Credit Agreement.

Pledgor understands Lender is willing to enter into the Credit Agreement, Issuer is willing to issue Letters of Credit pursuant to the Credit Agreement, each provider of Cash Management Products and Services is willing to provide such Cash Management Products and Services, to provide any Lender Provided Interest Rate Hedge and Lender is willing to grant to Pledgor the Advances and such financial accommodations only upon certain terms and conditions, one of which is that Pledgor grant to Lender, a security interest in, and a collateral assignment of, the IP Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement, granting to Borrower the Advances and such other financial accommodations and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Debt" shall mean the Obligations, as such term is defined in the Credit Agreement.

"IP Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not

limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing; provided, however, that notwithstanding any other provisions of this Agreement or the Credit Agreement, in no event shall IP Collateral include "intent-to-use" Trademarks until such time as Pledgor begins to use such trademarks and evidence of use of such trademarks in interstate commerce is submitted to and accepted by the PTO, for so long as the grant of such security interest shall constitute or result in: (x) the abandonment, invalidation, unenforceability or other impairment of any right, title or interest of any Credit Party therein, or (y) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, agreement or other property right, but only so long as any restriction, prohibition and/or requirement of consent resulting in (x) or (y) above is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC).

"Licenses" shall mean any license agreement with any other party which is material to the business of Pledgor and which is not an "off the shelf" license, whether Pledgor is a licensor or licensee under any such license agreement, if any, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

"Patents" shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, if any, and including those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world.

"Obligor" shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, (a) Pledgor, (b) any Guarantor and (c) any signatory to an Other Document.

"PTO" shall mean the United States Patent and Trademark Office.

"Trademarks" shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, if any, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the IP Collateral, including (without limitation) all of Pledgor's future IP Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Lender that as of the date hereof:

(a) Pledgor owns all of the IP Collateral, whether the same are registered or unregistered and no such IP Collateral has been adjudged invalid or unenforceable, and each License is a valid and binding obligation of Pledgor and, to the knowledge of Pledgor, the other parties thereto;

(b) except as set forth on Schedule 5.9 of the Credit Agreement, Pledgor has no written knowledge of any claim that the use of any of the IP Collateral violates the rights of any Person;

(c) except for Permitted Encumbrances and for licenses granted by Pledgor as licensor listed on Schedule 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the IP Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the IP Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the IP Collateral;

(f) Pledgor represents and warrants that it is the true and lawful owner of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it is the true and lawful licensee of the Trademarks listed on Schedule C attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks that such Pledgor uses in connection with its business that are not owned by it. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark; and

(g) Pledgor represents and warrants that it is the true and lawful owner or assignee of all rights in the Patents listed on Schedule A attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it is the true and lawful licensee of all rights in the Patents listed on Schedule C attached hereto and made a part hereof, that said Patents constitute all the United States patents and applications for United States patents that Pledgor now uses in its business which are licensed by it. Pledgor represents and warrants that it owns, or is licensed, or had been assigned the right to use or practice under all Patent registrations and applications that it owns, uses or practices under, and that it owns all of the Patent registrations, and it is entitled to be named as assignee in all applications listed on Schedule A. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any patent except as may be disclosed in Schedule 5.8(b) of the Credit Agreement.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the IP Collateral other than licenses in the Ordinary Course of Business as permitted under Section 7.1(b) of the Credit Agreement or with Lender's prior written consent. Absent permission under such Section 7.1(b) or such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreement.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the IP Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Lender may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender, in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Lender may, in its sole discretion, record the Assignment with the PTO. The provisions of this

paragraph (a) shall not limit or contradict the provisions of the following paragraph (b) or any of the rights and remedies of Lender described therein.

(b) If an Event of Default shall occur and be continuing, in addition to Lender's rights to elect to make the Assignment effective as provided for in paragraph (a) above, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the IP Collateral and to exercise such rights and remedies as allowed by law, including without limitation all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Lender may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the IP Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the IP Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Lender shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the IP Collateral shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the IP Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the IP Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full, the commitments of Lender under the Credit Agreement terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, this Agreement shall terminate and Lender shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Lender's security interest in the IP Collateral in connection with such termination, subject to any disposition thereof that may have been made by Lender pursuant hereto; provided, however that the provisions of Sections 9 (except the first sentence), 11, 22, 23, 24, 25, 26 and 27 shall survive any termination of this Agreement.

9. Maintaining IP Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the IP Collateral to the extent such IP Collateral is material in value or used in the Ordinary Course of Business by Pledgor. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the IP Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the IP Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Lender, and, until so paid after demand, shall be added to the principal amount of the Debt and secured by the IP Collateral (and all other "Collateral" as defined in the Credit Agreement).

10. Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the IP Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by Lender in connection with the IP Collateral shall be borne by Pledgor. Pledgor shall not abandon any IP Collateral without the prior written consent of Lender or as provided in Section 7.1(b) of the Credit Agreement.

11. Lender's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the IP Collateral. Lender shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Lender for all damages, and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Lender to use the IP Collateral, or to grant or issue any exclusive or nonexclusive license under the IP Collateral to any third party, or reasonably necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral, together with associated goodwill to a third party or parties, including the power to execute in the name of Pledgor and deliver to the PTO for recording instruments of assignment and/or transfer for all or any part of the IP Collateral naming as assignee or transferee either Lender or any party that may purchase all or any part of the IP Collateral at any public or private sale conducted by Lender as a secured creditor. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement, but shall terminate immediately and without further action of the parties upon payment in full of the Debt and termination of the Credit Agreement.

13. Lender's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Lender may after notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender on demand in full for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the IP Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be reasonably required by Lender in order to effectuate, evidence or perfect Lender's interests in the IP Collateral as evidenced by this Agreement.



15. New IP Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new IP Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Lender prompt written notice thereof as required in the Credit Agreement.

16. Modification for New IP Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedules A, B and/or C to include any future IP Collateral as contemplated by Sections 2 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Lender may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Other Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Lender with respect to the IP Collateral, whether established hereby or by the Other Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Lender. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Lender. Any attempted assignment or transfer without the prior written consent of Lender shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgor or Lender as the case may be, in accordance with the terms of Section 17.6 of the Credit Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Pledgor at its address set forth in Section 17.6 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Lender's option, by service upon Borrowing Lender which Pledgor irrevocably appoints as Pledgor's agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Notwithstanding anything to the contrary contained in the foregoing, any judicial proceeding by Pledgor against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in Wayne County, State of New York.

24. Indemnity: Administration and Enforcement. Pledgor will reimburse Lender, on Lender's demand from time to time, and Lender, on Lender's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) reasonably incurred by Lender, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, on the terms provided in the Credit Agreement.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Lender pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, until the payment in full of all Debt and the termination of the Credit Agreement, regardless of any act, omission, or course of dealing whatever on the part of Lender, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Lender of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Lender to grant any other credit to any Obligor even if Lender thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Credit Agreement or any Other Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement), including without limitation, (i) any extension or change in the time of payment, and/or the manner, place or terms of payment of any or all of Debt, (ii) any renewal, extension of the maturity of the Debt, (iii) any increase or decrease of any loans and extension of credit (and/or any maximum credit limits or sublimits with respect to any such loans or extensions of credit) constituting the Debt, and/or making available to Pledgor or other Credit Parties any new or additional or increased loans or extensions of credit (whether such new, additional or increased loans or extensions of credit are the same or of new or different types as the loans and extensions of credit available to Borrower and the other Credit Parties under the Credit Agreement and the other Debt as of the date hereof) and (iv) any modification of the terms and conditions under which loans and extensions of credit may be made under the Credit Agreement,

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor (or compromise or settlement of the liability of any Obligor for the Debt), whether or not Lender receives consideration for the release, compromise or settlement,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, Lien or interest, or to enforce any right or remedy, or any delay or neglect by Lender in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

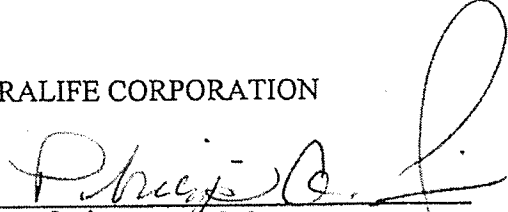
(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of IP Collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Other Document.

26. No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

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27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND LENDER.

ULTRALIFE CORPORATION

By:   
Name: Philip A. Fair  
Title: CEO, Treasurer

PNC BANK, NATIONAL ASSOCIATION,

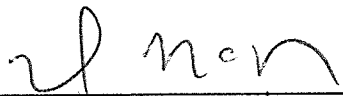
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

27. JURY TRIAL WAIVER. EACH PARTY TO THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR AND LENDER.

ULTRALIFE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION,

By:  \_\_\_\_\_  
Name: Michael McElahon  
Title: VP

[Signature Page – IP Security Agreement – Ultralife]

# Schedule A

## Patents

### ULTRALIFE PATENTS

COUNTRY	APPLICATION	PATENT	PUBLICATION	TITLE
India	1862/DELNP/2013			SYSTEM AND METHOD TO INCREASE THE OVERALL SYSTEM EFFICIENCY OF INTERNAL COMBUSTION BASED ELECTRIC GENERATORS
Mexico	PA/a/2001/003604	219820		HIGH PERFORMANCE LITHIUM ION POLYMER CELLS AND BATTERIES
Mexico	PA/a/2000/003507	213646		LITHIUM ION POLYMER CELL SEPARATOR
United Kingdom	1222380.6		GB2495022	SYSTEM AND METHOD TO INCREASE THE OVERALL SYSTEM EFFICIENCY OF INTERNAL COMBUSTION BASED ELECTRIC GENERATORS
United States	11/419,966	7,586,289	US-2007-0273333-A1	COMPLETE DISCHARGE DEVICE
United States	12/145,665		US-2009-0081545-A1	HIGH CAPACITY AND HIGH RATE LITHIUM CELLS WITH CFx-MnO2 HYBRID CATHODE
United States	12/557,234		US-2010-0068609-A1	HYBRID CELL CONSTRUCTION FOR IMPROVED PERFORMANCE
United States	12/981,773		US-2011-0156497-A1	SYSTEM AND METHOD FOR ACTIVATING AN ISOLATED DEVICE
United States	12/703,955	8,104,735	US-2011-0192953-A1	LATCHING MECHANISM FOR HOLDING A REMOVABLE COMPONENT IN A MOUNT
United States	13/223,262		US-2012-0056436-A1	SYSTEM AND METHOD TO INCREASE THE OVERALL SYSTEM EFFICIENCY OF INTERNAL COMBUSTION BASED ELECTRIC GENERATORS
United States	13/766,975			LARGE FORMAT BATTERY PACKAGING SYSTEM
United States	13/416,363			LITHIUM BOBBIN CELL WITH CATHODE USING WRAPPED METAL GRID AS CURRENT COLLECTOR
United States	08/863,407	5,928,391		EXTRACTION FOR POROSITY IN POLYMER CELLS

COUNTRY	APPLICATION	PATENT	PUBLICATION	TITLE
United States	08/929,486	5,928,812		HIGH PERFORMANCE LITHIUM ION POLYMER CELLS AND BATTERIES
United States	08/948,512	5,962,162		LITHIUM ION POLYMER CELL SEPARATOR
United States	08/948,513	5,916,704		LOW PRESSURE BATTERY VENT
World Intellectual Property Organization (WIPO)	PCT/US13/26245			LARGE FORMAT BATTERY PACKAGING SYSTEM
World Intellectual Property Organization (WIPO)	PCT/US13/26309			LITHIUM BOBBIN CELL WITH CATHODE USING WRAPPED METAL GRID AS CURRENT COLLECTOR



# Schedule B Trademarks

## ULTRALIFE US TRADEMARKS

COUNTRY	TRADEMARK	APPLICATION	REGISTRATION
US	AMTI	77/748,624	3,748,925
US	AMTI	77/748,617	3,748,924
US	LITHIUMPOWER	76/322,973	2,593,294
US	LITHIUMPOWER	77/510,641	3,569,971
US	LITHIUMPOWER & Design	76/320,691	2,913,508
US	LITHIUMPOWER & Design	78/430,737	3,048,998
US	McDowell Research	77/001,270	3,267,165
US	McDowell Research	77/001,417	3,267,170
US	RPS	77/521,412	3,716,336
US	SMARTCIRCUIT	78/567,368	3,490,197
US	SMARTCIRCUIT & Design	77/509,267	3,586,121
US	ULTRALIFE	78/199,931	2,864,872
US	ULTRALIFE	73/601,014	1,423,709
US	ULTRALIFE	74/497,125	1,908,249
US	ULTRALIFE	74/676,149	2,166,727
US	ULTRALIFE HIRATE	76/272,391	2,711,970
US	ULTRALIFE THIN CELL	75/051,957	2,192,966
US	WE. ARE. POWER.	78/613,814	3,308,538

## ULTRALIFE FOREIGN TRADEMARKS

COUNTRY	TRADEMARK	APPLICATION	REGISTRATION
Mexico	RPS	980789	1086689
Australia	SMARTCIRCUIT	1042464	1042464
Canada	SMARTCIRCUIT	1247924	TMA776908
Israel	SMARTCIRCUIT	178600	178600
Japan	SMARTCIRCUIT	43519/2005	4904501
New Zealand	SMARTCIRCUIT	725427	725427
European Union	THE NEW POWER GENERATION	3250735	003250735
Argentina	ULTRALIFE	2.831.906	2.293.646
Austria	ULTRALIFE	AM6368/94	157260
Benelux	ULTRALIFE	0837525	565060
Canada	ULTRALIFE	772723	TMA465124
Switzerland	ULTRALIFE	N/A	423527
China	ULTRALIFE	748941	748941
Germany	ULTRALIFE	39405630	39405630
Denmark	ULTRALIFE	VA 1986 03263	VR 1988 00637
Spain	ULTRALIFE	N/A	1,935,651-X
Spain	ULTRALIFE	N/A	1,935,652/8
European Union	ULTRALIFE	2653525	002653525
European Union	ULTRALIFE	3247525	3247525
Finland	ULTRALIFE	T198601943	110666
France	ULTRALIFE	1355367	1355367
France	ULTRALIFE	178260	1364212
United Kingdom	ULTRALIFE	1268153	1268153
Greece	ULTRALIFE	83004	83004
Hungary	ULTRALIFE	M9404201	144528
Ireland	ULTRALIFE	n/a	120635
India	ULTRALIFE	1549931	1549931
Japan	ULTRALIFE	52023/1986	2094273

COUNTRY	TRADEMARK	APPLICATION	REGISTRATION
Japan	ULTRALIFE		2470107
South Korea	ULTRALIFE	40-1986-9112	40-140857
Mexico	ULTRALIFE	721314	927798
Norway	ULTRALIFE	86.2042	130,235
Puerto Rico	ULTRALIFE	57618	72978
Russian Federation	ULTRALIFE	94040833	144955
Sweden	ULTRALIFE	1986/03929	218038
Taiwan	ULTRALIFE	075015952	341710
Taiwan	ULTRALIFE & design	87059858	895790
Venezuela	ULTRALIFE	137496	137496
South Africa	ULTRALIFE	N/A	863212
South Africa	ULTRALIFE	N/A	863213
India	ULTRALIFE HIRATE	1737766	1767766
India	ULTRALIFE THIN CELL	1653609	1653609

# Schedule C Licenses

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None

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF MAY 24, 2013 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY ULTRALIFE CORPORATION, A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS LENDER, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE IP COLLATERAL AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ASSIGNMENT

WHEREAS, ULTRALIFE CORPORATION, a corporation organized under the laws of the State of Delaware (together with its successors and assigns, "Pledgor"), is the owner of the IP Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of PNC BANK, NATIONAL ASSOCIATION (together with its successors and assigns "Lender"), pursuant to which Pledgor has granted to Lender, a security interest in the IP Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the IP Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over to Lender, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Lender has elected to take actual title to the IP Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on May \_\_, 2013.

ULTRALIFE CORPORATION

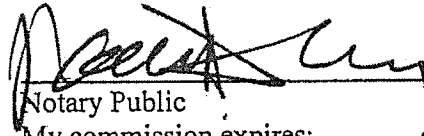
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF New York )  
COUNTY OF Wayne ) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Philip A. Fain known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said ULTRALIFE CORPORATION, a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of May, 2013.

  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

~~PAUL D. UNDERBERG  
Notary Public in the State of New York  
Qualified in Monroe County  
No. 02UN4873714  
Commission Expires Sept. 22, 20\_\_\_\_~~

PAUL D. UNDERBERG  
Notary Public in the State of New York  
Qualified in Monroe County  
No. 02UN4873714  
Commission Expires Sept. 22, 2014



***INTELLECTUAL PROPERTY SECURITY AGREEMENT – PNC BANK/ULTRALIFE***