

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FAAC Incorporated		03/26/2014	CORPORATION: MICHIGAN
Arotech Corporation		03/26/2014	CORPORATION: DELAWARE
Electric Fuel Battery Corporation		03/26/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	215 East Washington
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48104
Entity Type:	a banking corporation: OHIO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2650382	CHARGE WITHOUT ELECTRICITY
Registration Number:	2628990	INSTANT POWER
Registration Number:	2581401	ELECTRIC FUEL
Registration Number:	2544161	ZINCAIR
Registration Number:	1968732	ELECTRIC FUEL
Registration Number:	2288898	RANGE 2000
Registration Number:	2288900	IES
Registration Number:	2301824	A2Z
Serial Number:	86189424	SWIPES

CORRESPONDENCE DATA

Fax Number: 7346231625

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (734) 623-1678

Email: nhudge@dickinsonwright.com

Correspondent Name: Nora L. Hudge, paralegal

Address Line 1: Dickinson Wright PLLC

Address Line 2: 350 South Main Street, Suite 300

TRADEMARK

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER: 61447-17

NAME OF SUBMITTER: Nora L. Hudge, Paralegal

SIGNATURE: /Nora L. Hudge/

DATE SIGNED: 04/02/2014

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "*Agreement*") is entered into as of March 31, 2014 by and among FAAC Incorporated, a Michigan corporation ("*FAAC*"), Arotech Corporation, a Delaware corporation ("*Parent*"), and Electric Fuel Battery Corporation, a Delaware corporation ("*Electric Fuel*"), and together with FAAC and Parent, collectively, the "*Grantors*", in favor of Fifth Third Bank, an Ohio banking corporation (the "*Lender*"), pursuant to the Credit Agreement referred to below.

RECITALS

A. FAAC, such other persons that from time to time becomes parties thereto as borrowers (collectively, with FAAC, the "*Borrowers*"), Parent, and Lender entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, including any agreement entered into in replacement thereof, the "*Credit Agreement*"), pursuant to which Lender has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers.

B. In connection with the Credit Agreement, each of the Grantors and the Lender have entered into Security Agreements each dated as of April 30, 2012 (as amended, supplemented, restated or otherwise modified from time to time, including any agreements entered into in replacement thereof, collectively, the "*Security Agreements*"), pursuant to which the Grantors have granted to the Lender a security interest in each Grantor's assets to secure all present and future Liabilities (as therein defined) of the Borrowers.

C. Pursuant to the terms of the Security Agreements, the Grantors pledged, assigned and granted to the Lender a security interest in, among other assets, all patents and patent applications and all trademarks and trademark applications of each Grantor.

AGREEMENT

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantors hereby grant to the Lender to secure the Liabilities (as defined in each respective Security Agreement), a continuing security interest in all of each Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of any Grantor (including as identified by any trade name or any derivations thereof):

- (1) each unregistered patent, patent registration and patent application, including, without limitation, each patent and patent application referred to in **Schedule 1** attached hereto, together with any renewal thereof;
- (2) each patent license to which any Grantor is a party, including, without limitation, each patent license listed on **Schedule 1** attached hereto;

- (3) all products and proceeds of the foregoing, including, without limitation, any and all claims by any Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in **Schedule 1** attached hereto, any patent issued pursuant to a patent application referred to in **Schedule 1** attached hereto and any patent licensed under any patent license listed on **Schedule 1** attached hereto (items 1 through 3 being herein collectively referred to as the "***Patent Collateral***");
- (4) each unregistered trademark, trademark registration and trademark application, including, without limitation, each trademark and trademark application referred to in **Schedule 2** attached hereto, together with any renewal thereof;
- (5) each trademark license to which any Grantor is a party, including, without limitation, each trademark license listed on **Schedule 2** attached hereto;
- (6) all products and proceeds of the foregoing, including, without limitation, any and all claims by any Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule 2** attached hereto, any trademark issued pursuant to a trademark application referred to in **Schedule 2** attached hereto and any trademark licensed under any trademark license listed on **Schedule 2** attached hereto (items 4 through 6 being herein collectively referred to as the "***Trademark Collateral***");

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreements and nothing in this Agreement shall limit or otherwise modify the security interests granted in the Security Agreements. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreements, the terms of the Security Agreements shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreements.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

FAAC INCORPORATED

By: [Signature]
Name: Thomas J. Paup
Title: Treasurer

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 26th day of March, 2014, by Thomas J. Paup, the Treasurer of FAAC Incorporated, a Michigan corporation, on behalf of the corporation.

[Signature]
Notary Public
(SEAL)
Printed Name: Colleen Shevock
My Commission Expires: May 3, 2016

AROTECH CORPORATION

By: [Signature]
Name: Thomas J. Paup
Title: Senior Vice President – Finance, Chief Financial Officer, and Treasurer

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW

The foregoing instrument was acknowledged before me this 26th day of March, 2014, by Thomas J. Paup, the Senior Vice President – Finance, Chief Financial Officer, and Treasurer of Arotech Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public
(SEAL)
Printed Name: Colleen Shevock
My Commission Expires: May 3, 2016

ELECTRIC FUEL BATTERY
CORPORATION

By: [Signature]
Name: Thomas J. Paup
Title: Treasurer

STATE OF MICHIGAN)
)SS
COUNTY OF Washtenaw

The foregoing instrument was acknowledged before me this 26th day of March, 2014, by Thomas J. Paup, the Treasurer of Electric Fuel Battery Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public
(SEAL)
Printed Name: Colleen Stenrod
My Commission Expires: May 3, 2019

Acknowledged and Agreed:

FIFTH THIRD BANK

By: _____
Name: Thomas J. Randall
Title: Vice President

STATE OF MICHIGAN)
)SS
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this 26th day of March, 2014, by Thomas J. Randall, the Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of the bank.

Colleen Shevrick
Notary Public

(SEAL)
Printed Name: Colleen Shevrick
My Commission Expires: May 3, 2019

SCHEDULE 1

Patents

Description	Registration Number
Israel	
Improved Performance Zinc Anode for Batteries	100903
Electrically and Mechanically Rechargeable Metal/Air Cell	100625
Korea	
CELL FOR METAL-AIR BATTERY	2000001198
Lightweight power system for continuously charging multiple battery	10-2014-7000090 (application)
Turkey	
Lightweight power system for continuously charging multiple battery	2013/15586 (application)
Australia	
Lightweight power system for continuously charging multiple battery	2012364807
New Zealand	
Lightweight power system for continuously charging multiple battery	619548 (application)
India	
Lightweight power system for continuously charging multiple battery	PCT/US2012/037948 (application)
US	
Lightweight power system for continuously charging multiple battery	8,587,261
Metal-alkaline battery cells with reduced corrosion rates	6,544,686
Battery pack design for metal-air battery cells	6517967
Corrosion-resistant zinc alloy powder and method of manufacturing	6,436,539
Pulse battery having an electrode with at least two electroactive materials	6,387,553
Prismatic metal-air cells	6,265,102
Cell for a metal-air battery	6,057,052

Description	Registration Number
Enhanced performance zinc	6,015,636
Air-cooled metal-air battery	5,904,999
Apparatus for removing zinc particle deposits from an electrode	5,792,328
Air-cooled metal-air battery	5,753,384
Performance zinc anode for batteries	5,599,637
Scrubber system for removing carbon dioxide from a metal-air or fuel cell battery	5,595,949
Electrolyte cooling device for use with a metal-air battery	5,582,929
Recharging of zinc batteries	5,569,555
Process and scraper for removing deposits from an electrode	5,565,083
Mechanically-rechargeable battery	5,554,918
Means for storage and transportation of electric fuel	5,516,599
Metal-air battery-powered electric vehicle	5,515,939
Cooled zinc-oxygen battery	5,487,955
Cell for a metal-air battery	5,447,805
Zinc-oxygen battery	5,445,901
Process for the preparation of gas diffusion electrodes	5,441,823
Process for supporting and cleaning a mesh anode bag	5,431,823
Water-activated battery	5,424,147
Air-cooled, metal-air battery	5,424,143
High performance zinc powder and battery anodes containing the same	5,419,987
Mechanically rechargeable, electrochemical metal-air battery	5,418,080
Transport and storage vessel for electric fuel	5,411,815
Refueling system	5,405,713
Process for the preparation of an alkaline-zinc slurry for use in batteries	5,378,329
Cell for a metal-air battery	5,366,822

Description	Registration Number
Mechanically rechargeable electric batteries and anodes for use therein	5,360,680
Electrochemical metal-air cell and electrically and mechanically rechargeable anodes for use therein	5,318,861
Process for preparing a single pass gas diffusion electrode	5,312,701
Gas diffusion electrodes	5,242,765
Method for inhibiting corrosion in particulate zinc	5,232,798
Regenerating slurries for use in zinc-air batteries	5,228,958
Electrical power storage apparatus	5,208,526
Slurry for use in rechargeable metal-air batteries	5,206,096
Electrical power storage apparatus	5,196,275
Electrodes for metal/air batteries and fuel cells and bipolar metal/air batteries incorporating the same	5,190,833
Electrodes for metal/air batteries and fuel cells and metal/air batteries incorporating same	5,185,218
Electrodes for metal/air batteries and bipolar metal/air batteries incorporating same	5,145,752
Electrical energy system	5,121,044
Europe	
Lightweight power system for continuously charging multiple battery	12865206.2 (application)
Air-cooled metal-air battery	0744784
Anode Bag Cleaning	0697748
Improved Water-Activated Battery	0692834
Mechanically rechargeable battery	0690521
Mechanically rechargeable battery	0671775
Safety System	0657320
Refueling System	0589101
Means for Storing and Transporting Zinc Slurry	0589100
One-pass gas diffusion electrode	0580278
Regenerating Slurries for Use in Zinc-Air	0564664

Description	Registration Number
Batteries	
Electrical Energy System	0557287
Improved Performance Zinc Anode for Batteries	0555978
Mechanically Rechargeable Electric Batteries and Anodes for Use Therein	0555581
Electrically and Mechanically Rechargeable Metal/Air Cell	0551204

SCHEDULE 2

Trademarks

Description	Registration Number
EU	
ELECTRIC FUEL	796342
Israel	
ELECTRIC FUEL	82450
SWIPES	261547 (Filing No.)
Japan	
ELECTRIC FUEL	4412332
Switzerland	
ELECTRIC FUEL	454381
South Africa	
ELECTRIC FUEL	98/06190
Taiwan	
ELECTRIC FUEL	879455
US	
CHARGE WITHOUT ELECTRICITY (design plus words)	2650382
INSTANT POWER	2628990
ELECTRIC FUEL (stylized)	2581401
ZINCAIR (stylized)	2544161
ELECTRIC FUEL	1968732
RANGE 2000 (stylized)	2288898
IES (stylized)	2288900
A2Z (stylized)	2301824
Arotech (stylized)	Unregistered
SWIPES	86/189,424 (Filing No.)

Trademarks

Description	Registration Number
EU	
ELECTRIC FUEL	796342
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ELECTRIC FUEL	82450
Japan	
ELECTRIC FUEL	4412332
Switzerland	
ELECTRIC FUEL	454381
South Africa	
ELECTRIC FUEL	98/06190
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ELECTRIC FUEL	1968732
RANGE 2000 (stylized)	2288898
IES (stylized)	2288900
A2Z (stylized)	2301824
Arotech (stylized)	Unregistered