

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AROTECH CORPORATION		03/11/2016	Corporation: DELAWARE
FAAC INCORPORATED		03/11/2016	Corporation: MICHIGAN
ELECTRIC FUEL BATTERY CORP.		03/11/2016	Corporation: DELAWARE
UEC ELECTRONICS, LLC		03/11/2016	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	123 S. MAIN STREET		
Internal Address:	SECOND FLOOR		
City:	ANN ARBOR		
State/Country:	MICHIGAN		
Postal Code:	48104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4605087	SWIPES	
Registration Number:	1968732	ELECTRIC FUEL	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	313-223-3006		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	ADAM J. WALLACE		
Address Line 1:	500 Woodward Ave.		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 18226		
ATTORNEY DOCKET NUMBER:	7-4657		
NAME OF SUBMITTER:	Adam J. Wallace		

OP \$65.00 4605087

SIGNATURE:	/ADAM J. WALLACE/
DATE SIGNED:	06/08/2016
Total Attachments: 8 source=7-4657_SecurityAgreement#page1.tif source=7-4657_SecurityAgreement#page2.tif source=7-4657_SecurityAgreement#page3.tif source=7-4657_SecurityAgreement#page4.tif source=7-4657_SecurityAgreement#page5.tif source=7-4657_SecurityAgreement#page6.tif source=7-4657_SecurityAgreement#page7.tif source=7-4657_SecurityAgreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of March 11, 2016 by and among Arotech Corporation, a Delaware corporation (the "Borrower"), FAAC Incorporated, a Michigan corporation ("FAAC"), Electric Fuel Battery Corp., a Delaware corporation ("EFBC"), UEC Electronics, LLC, a South Carolina limited liability company ("UEC", and each of the Borrower, FAAC, EFBC and UEC, a "Grantor", and the Borrower, FAAC, EFBC and UEC, collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., a national banking association (the "Lender"), in connection with the Security Agreement referred to below.

Recitals

A. The Borrower, the other Grantors and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Lender a first-priority security interest in substantially all of the assets of each Grantor, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), patent applications, patent licenses, Trademarks (as defined in the Security Agreement), trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement and Security Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Lender this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, to secure the Secured Obligations, 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 each Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by each Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule

1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by each Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

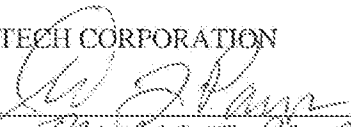
The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, 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 Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

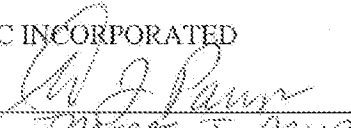
IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first set forth above.

GRANTORS:

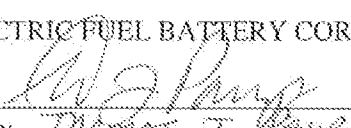
AROTECH CORPORATION

By: 
Name: THOMAS J. PAUP
Title: SR VP FINANCE & CFO

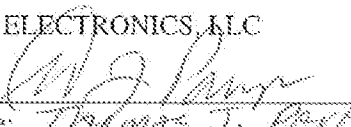
FAAC INCORPORATED

By: 
Name: THOMAS J. PAUP
Title: TREASURER

ELECTRIC FUEL BATTERY CORP.

By: 
Name: THOMAS J. PAUP
Title: TREASURER

UEC ELECTRONICS, LLC

By: 
Name: THOMAS J. PAUP
Title: TREASURER

LENDER:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: William J. Maxbauer

Name: William J. Maxbauer

Title: Executive Director

SCHEDULES

to the

PATENT AND TRADEMARK SECURITY AGREEMENT

dated as of March 11, 2016

by and between

AROTECH CORPORATION (the “Company”)

and

JPMORGAN CHASE BANK, N.A. (the “Bank”)

These schedules (the “Schedules”) have been prepared and delivered in accordance with the Patent and Trademark Security Agreement (the “Agreement”) dated March 11, 2016 by and between Arotech Corporation (the “Company”) and JPMorgan Chase Bank, N.A. (the “Bank”).

These Schedules and the attachments hereto (which are incorporated herein) are organized by reference to particular sections of the Agreement. The headings contained in these Schedules are for convenience of reference only and shall not be deemed to modify or influence the interpretation of the information contained in these Schedules or the Agreement. Disclosure of any matter or matters in any Schedule shall be deemed disclosure of such matter or matters in all Schedules. The disclosure of a particular item of information in these Schedules shall not be taken as an admission by the Company that such disclosure is required under the terms of any representations and warranties contained in the Agreement. Certain matters reflected in these Schedules are not necessarily required to be included herein and are given solely for the information of the Bank. The disclosure of any agreement or other matter in these Schedules does not evidence a determination by the Company that such disclosure rises above any applicable materiality thresholds.

All capitalized terms used in these Schedules and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**Schedule 1
Trademarks**

Description	Registration Number	Registration Date
EU		
ELECTRIC FUEL	796342	July 21, 1999
Israel		
ELECTRIC FUEL	82450	February 19, 1999
US		
SWIPES	4605087	September 16, 2014
ELECTRIC FUEL	1968732	April 16, 1996
AROTECH (stylized)	Unregistered	

Schedule 2
Patents

Description	Registration Number	Registration Date
United States		
Water activated battery (application)	15/041,401	February 11, 2016
Novel flow battery and usage thereof (application)	14/308,069	August 14, 2013
Lightweight power system for continuously charging multiple battery powered devices carried by a dismounted soldier	8,587,261	November 9, 2013
Metal-alkaline battery cells with reduced corrosion rates	6,544,686	April 8, 2003
Prismatic metal-air cells	6,265,102	July 24, 2001
Israel		
Novel Iron Anode for Stationary Storage (application)	050566	June 2, 2015