

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 source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page1.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page2.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page3.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page4.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page5.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page6.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page7.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page8.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page9.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page10.tif source=Fifth Third-FAAC Inc - Patent and TM Security Agreement#page11.tif | |

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: *Thomas J. Paup*
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.

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

AROTECH CORPORATION

By: *Thomas J. Paup*
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.

Colleen Shevock
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 Shevach
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 |
| Israel | |
| ELECTRIC FUEL | 82450 |
| Japan | |
| ELECTRIC FUEL | 4412332 |
| Switzerland | |
| ELECTRIC FUEL | 454381 |
| South Africa | |
| ELECTRIC FUEL | 98/06190 |
| Taiwan | |
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| US | |
| CHARGE WITHOUT ELECTRICITY (design plus words) | 2650382 |
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| RANGE 2000 (stylized) | 2288898 |
| IES (stylized) | 2288900 |
| A2Z (stylized) | 2301824 |
| Arotech (stylized) | Unregistered |