
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): May 24, 2010

ULTRALIFE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware (State or other Jurisdiction of Incorporation)	000-20852 (Commission File Number)	16-1387013 (IRS Employer Identification No.)
2000 Technology Parkway, Newark, New York (Address of Principal Executive Offices)		14513 (Zip Code)

Registrant's telephone number, including area code: **(315) 332-7100**

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 24, 2010, Ultralife Corporation (the “Company”) entered into an addendum to its employment agreement with John D. Kavazanjian (the “Addendum”), the Company’s President and Chief Executive Officer. The Company and Mr. Kavazanjian entered into the Addendum to supplement certain provisions of Mr. Kavazanjian’s employment agreement to reflect, among other things, that Mr. Kavazanjian may retire. The Addendum gives either Mr. Kavazanjian or the Company the right to terminate Mr. Kavazanjian’s employment agreement by giving the other party written notice sixty days prior to the effective date of such termination (such an event is referred to herein as, “Early Termination”).

In the event of an Early Termination, Mr. Kavazanjian will be entitled to: (i) the continuation of his salary for a period of twelve months, (ii) the cash value of any unused vacation days consistent with the Company’s paid time off policy, (iii) all of his equity awards remaining exercisable through their original expiration date, (iv) having the Early Termination treated as a retirement under the Company’s equity incentive plans, (v) the continuation of health benefits for him, his spouse and dependent children for a period of twelve months, and (vi) the ability to earn his entire 2010 cash bonus in accordance with the Company’s bonus plan, unless an Early Termination occurs prior to December 31, 2010, in such case the cash bonus will be prorated.

In the event of an Early Termination, Mr. Kavazanjian must make himself available to act in a consulting capacity for up to ten hours per month, as requested by the Company, for a period twelve months following the date of his Early Termination. The Company will reimburse Mr. Kavazanjian for all reasonable expenses he incurs as a result of his consultation.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
99.1	Addendum to Employment Agreement, dated May 24, 2010

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 27, 2010

ULTRALIFE CORPORATION

By: /s/ Peter F. Comerford
Peter F. Comerford
Vice President of Administration and General Counsel

ADDENDUM TO EMPLOYMENT AGREEMENT

THIS ADDENDUM TO EMPLOYMENT AGREEMENT (the "Addendum") is entered into as of May 24, 2010 by and between John D. Kavazanjian, an individual (the "Executive") and Ultralife Corporation, a Delaware corporation (the "Company").

Recitals

The Company and the Executive entered into an Employment Agreement on July 6, 2009 (the "Agreement").

The Company and the Executive desire to modify and supplement certain provisions of the Agreement to reflect, among other things, that the Executive may retire; this requires an addendum to the Agreement as set forth more fully below.

NOW, THEREFORE, the Company and the Executive hereby agree that the Agreement is modified and supplemented as follows:

1. The following provision shall be added to the end of Section 2 of the Agreement:

"Notwithstanding the foregoing, either the Executive or the Company shall have the right at any time to give the other written notice, in accordance with Section 9(a) and at least sixty (60) days prior to the effective date of termination, to terminate the Term and this Agreement ("Early Termination"), the effective date of such termination being the Early Termination Date."

2. The Agreement is supplemented to provide as follows:

"Upon Early Termination, Executive shall be entitled to receive the following: (i) salary and the cash value of any accrued Paid Time Off (consistent with the Company's Paid Time Off policies then in effect) through the Early Termination Date plus continued salary for a period of twelve (12) months following the Early Termination Date, payable in accordance with the Company's regular payroll schedule as in effect from time to time, (ii) all outstanding stock options and other equity arrangements subject to vesting and all such options and other exercisable rights held by Executive shall remain exercisable through their original expiration date, provided that for purposes of the Company's equity incentive plans, Executive's Termination shall be treated as a retirement, (iii) continuation of health benefits for Executive, Executive's spouse and any dependent children for a period of twelve (12) months after the Early Termination Date, (iv) the ability to earn his bonus for the entire year of 2010 in accordance with the Company's bonus plan, provided, however, that if the Early Termination Date is before December 31, 2010, the amount of the bonus shall be prorated, and (v) no other compensation, severance or other benefits, except only that this provision shall not limit any benefits otherwise available under Section 6(c) in the case of a termination following a Change in Control. In the event of an Early Termination, and for no additional consideration, Executive agrees to make himself available to act in a consulting capacity, as requested, to the Company, for a period of twelve (12) months following the Early Termination Date. Executive will be available, as requested, for up to ten (10) hours per month. The Company shall reimburse Executive for all reasonable expenses associated with said consultation"

3. For the avoidance of doubt, the effect of the supplemental provision set forth in Paragraph 2 above is that the provisions of Section 6(b) of the Agreement will now apply only to a Constructive Termination and the provisions of Section 6(e) will now apply only to an involuntary termination for Business Reasons.

4. The Company will pay directly the reasonable fees and expenses of counsel retained by Executive in connection with the preparation, negotiation and execution of this Amendment.

5. Capitalized terms not otherwise defined in this Addendum shall have the meanings given them by the Agreement.

6. In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has executed this Amendment, in the case of the Company by its duly authorized officer, as of the day and year first above written.

ULTRALIFE CORPORATION

By: /s/ Bradford T. Whitmore
Bradford T. Whitmore
Chair of the Board of Directors

EXECUTIVE

/s/ John D. Kavazanjian
John D. Kavazanjian