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

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SCHEDULE 13D  
Under the Securities Exchange Act of 1934

(Amendment No. 2)

Energy Conversion Devices, Inc.  
(Name of Issuer)

Common Stock, \$0.01 par value  
(Title of Class of Securities)

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292659109  
(Cusip Number)

Texaco Inc.  
(Name of Persons Filing Statement)

Michael G. McQueeney  
General Counsel  
Texaco Inc.  
2000 Westchester Avenue  
White Plains, NY 10650  
Telephone: (914) 253-4146  
(Name, Address and Telephone Number of  
Person Authorized to Receive Notices  
and Communications)

August 29, 2001  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this statement because of Rule 13d-1(b) (3) or (4), check the following: [ ]

Check the following box if a fee is being paid with this statement: [ ]

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Page 1 of 6

Texaco Inc. ("Texaco") hereby further amends and supplements its Report on Schedule 13D, originally filed on June 12, 2000, and amended by Amendment No. 1 on November 6, 2000 (the "Schedule 13D") with respect to the purchase of the common stock, par value \$0.01 (the "Common Stock") of Energy Conversion Devices, Inc. (the "Issuer").

Unless otherwise indicated, each capitalized term used but not defined herein shall have the meaning assigned to such term in the Schedule 13D.

Cover Page.

The responses set forth in disclosure items 7, 9 and 11 of the Schedule 13D cover page are hereby amended and restated as follows:

(7) 4,316,391

(9) 4,316,391

(11) 4,316,391

Item 2. Identity and Background.

Appendix A to the Schedule 13D is hereby deleted in its entirety and replaced with the Appendix A attached to this Amendment No. 2.

Item 3. Source and Amount of Funds or Other Consideration.

The response set forth in Item 3 of the Schedule 13D is hereby amended by adding the following information as a third paragraph:

Pursuant to a Preemptive Rights Stock Purchase Agreement (the "Preemptive Rights Agreement"), dated as of August 29, 2001, by and between TRMI Holdings Inc. ("TRMI") and the Issuer, TRMI has purchased 448,358 additional shares of Common Stock of the Issuer using available working capital. (TRMI is a wholly-owned subsidiary of Texaco). The Preemptive Rights Agreement provides, among other things, that the aggregate price to be paid for the additional shares of Common Stock would be \$8,893,629.29 and that the shares so acquired shall be subject to the terms of Section 2.6(b), Part Four and Part Five of the Purchase Agreement as if it were "Stock" (as defined in the Purchase Agreement).

Item 4. Purpose of the Transaction.

The response set forth in Item 4 of the Schedule 13D is hereby amended by adding the following information as a new paragraph at the end of Item 4:

Texaco has again purchased additional shares of Common Stock pursuant to certain preemptive rights that are described in Section 4.1(d) of the Purchase Agreement (and summarized in Item 6 of this Schedule 13D). The purpose of the additional purchase is to permit Texaco to maintain its percentage of ownership in the Issuer's Common Stock at 20 percent.

Item 5. Interest in Securities of the Issuer.

The response set forth in Item 5 of the Schedule 13D is hereby amended and restated as follows:

(a) Number of Shares Beneficially Owned: 4,316,391 shares of Common Stock.

Right to Acquire: Except for certain preemptive rights which are contained in Section 4.1(d) of the Purchase Agreement, none.

Percent of Class: 20%

(b) Sole Power to Vote, Direct the Vote of, or Dispose of Shares: 4,316,391.

(c) Recent Transactions: None, other than as discussed above.

(d) Rights with Respect to Dividends or Sales Proceeds: Not Applicable.

(e) Date of Cessation of Five Percent Beneficial Ownership: Not Applicable.

Item 7. Material to be Filed as Exhibits.

The response set forth in Item 7 of the Schedule 13D is hereby amended by adding the following exhibit:

Exhibit 3: Preemptive Rights Stock Purchase Agreement, dated as of August 29, 2001, by and between Energy Conversion Devices, Inc. and TRMI Holdings Inc.

SIGNATURES

After reasonable inquiry and to the best knowledge and belief of the undersigned, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: September 20, 2001

Texaco Inc.

By: /s/ Michael H. Rudy

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Name: Michael H. Rudy

Title: Secretary

## DIRECTORS AND EXECUTIVE OFFICERS OF TEXACO INC.

The name, title, present principal occupation or employment, and business address of each of the directors and executive officers of Texaco Inc. ("Texaco") are set forth below. Unless otherwise indicated, the business address for each person is c/o Texaco Inc., 2000 Westchester Avenue, White Plains, New York, 10650.

Name	Title, Present Principal Occupation or Employment and Citizenship
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A. Charles Baillie.....	Director. Chairman & Chief Executive Officer of Toronto-Dominion Bank. Toronto-Dominion Bank, 55 King Street West, 11th Floor, Toronto Dominion Bank Tower, Toronto, Ontario M5K 1A2, Canada. Mr. Baillie is a citizen of Canada.
Mary K. Bush.....	Director. President of Bush International, Inc. Bush International, Inc., 4201 Cathedral Avenue, N.W., Suite 1016E, Washington, D.C. 20016.
Edmund M. Carpenter.....	Director. President & Chief Executive Officer of Barnes Group, Inc. Barnes Group, Inc., 123 Main Street, P.O. Box 489, Bristol, CT 06011-0489.
Robert J. Eaton .....	Director. Former Chairman of the Board of Management of DaimlerChrysler, A.G. DaimlerChrysler Corporation, 1000 Chrysler Dr., CIMS 480-01-01, Auburn Hills, MI 48326-2766.
Michael C. Hawley.....	Director. Former Chairman & Chief Executive Officer of The Gillette Company. The Gillette Company, Prudential Tower Building, 800 Boylston Street, Boston, MA 02119-8004.
Franklyn G. Jenifer.....	Director. President of the University of Texas at Dallas. University of Texas at Dallas, 2601 North Floyd Road, Room AD2.418, Richardson, TX 75080.
Sam Nunn.....	Director. Senior Partner of King & Spalding. King & Spalding, 191 Peachtree Street, Atlanta, GA 30303-1763.
Charles H. Price, II.....	Director. Former Chairman of Mercantile Bank of Kansas City. Mercantile Bank of Kansas City, One West Armour Blvd., Suite 300, Kansas City, MO 64111.
Charles R. Shoemate.....	Director. Advisory Director of Unilever PLC. Unilever PLC, P.O. Box 68, Unilever House, Blackfriars, London EC4P 4BQ, United Kingdom.
Robin B. Smith.....	Director. Former Chairman & Chief Executive Officer of Publishers Clearing House. Publishers Clearing House, 382 Channel Drive, Port Washington, NY 11050.
William C. Steere, Jr.....	Director. Former Chairman & Chief Executive Officer of Pfizer Inc. Pfizer Inc., 235 East 42nd Street, New York, NY 10017-5755.
Glenn F. Tilton.....	Director. Chairman of the Board of

Directors and Chief Executive Officer  
of Texaco.

Thomas A. Vanderslice.....	Director. President of TAV Associates. TAV Associates, Le Rivage, Unit 10-N, 4351 Gulf Shore Blvd. North, Naples, FL 34103.
Patrick J. Lynch.....	Senior Vice President & Chief Financial Officer.

John J. O'Connor.....	Senior Vice President.
William M. Wicker.....	Senior Vice President.
Bruce S. Appelbaum.....	Vice President. 4800 Fournace Place, Bellaire, TX 77401-2324
John Bethancourt.....	Vice President.
Eugene Celentano.....	Vice President.
James F. Link.....	Vice President.
James R. Metzger.....	Vice President.
Rosemary Moore .....	Vice President.
Robert C. Oelkers.....	Vice President.
Elizabeth P. Smith.....	Vice President.
Robert A. Solberg.....	Vice President. 1111 Bagby Street, Houston, TX 77002-2543
Janet L. Stoner.....	Vice President.
Michael N. Ambler.....	General Tax Counsel.
George J. Batavick.....	Comptroller.
Ira D. Hall.....	Treasurer.
Michael G. McQueeney.....	General Counsel.
Michael H. Rudy.....	Secretary.

PREEMPTIVE RIGHTS STOCK PURCHASE AGREEMENT  
(Stock of Energy Conversion Devices, Inc.)

PREEMPTIVE RIGHTS STOCK PURCHASE AGREEMENT ("Agreement") dated as of August 29, 2001 is made and entered into by and between ENERGY CONVERSION DEVICES, INC., a Delaware corporation ("Seller"), and TRMI HOLDINGS INC., a Delaware corporation ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and together as the "Parties."

WHEREAS, pursuant to Section 4.1(d) of the Stock Purchase Agreement dated as of May 1, 2000, by and between Seller and Buyer, Seller has delivered to Buyer Preemptive Rights Notice(s), stating that Buyer has the right to purchase certain Seller Stock (as defined in such Stock Purchase Agreement).

WHEREAS, Buyer desires to purchase such Seller Stock.

WHEREAS, Buyer and Seller desire to effectuate such purchase as contemplated by Section 4.1(d) of such Stock Purchase Agreement.

NOW THEREFORE, Buyer and Seller agree as follows:

ARTICLE 1  
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Defined Terms; Rules of Construction. Unless the context shall otherwise require, terms used and not defined herein shall have the meanings assigned thereto in the Stock Purchase Agreement dated as of May 1, 2000, by and between Seller and Buyer (the "Stock Purchase Agreement"), and all rules of construction set forth therein shall apply hereto.

ARTICLE 2  
PURCHASE AND SALE, TRANSFER  
AND PURCHASE PRICE OF THE PREEMPTIVE RIGHTS STOCK

Section 2.1 Purchase and Sale of the Preemptive Rights Stock. Pursuant to Section 4.1(d) of the Stock Purchase Agreement, Seller shall issue and sell to Buyer, and Buyer shall purchase from Seller, the shares set forth in Schedule 2.1 (the "Preemptive Rights Stock").

Section 2.2 Transfer of the Preemptive Rights Stock; Deliveries. The closing of the purchase and sale of the Preemptive Rights Stock under this Agreement (the "Closing") will take place at the offices of Seller, or at such other place as Buyer and Seller mutually agree, at 10:00 A.M., local time, on the date of this Agreement, or on such later Business Day and time as Buyer and Seller mutually agree (the "Closing Date"). At the Closing, Seller shall deliver to Buyer the certificates evidencing the Preemptive Rights Stock, and convey to Buyer good,



marketable and unencumbered title to, and legal and beneficial ownership of, the Preemptive Rights Stock.

Section 2.3 Purchase Price of the Preemptive Rights Stock. The purchase price for the Preemptive Rights Stock shall be as set forth in Schedule 2.3 (the "Purchase Price").

Section 2.4 Method of Payment. The Purchase Price shall be payable in immediately available funds by means of a wire transfer to Seller's account at Standard Federal Bank, 2600 West Big Beaver Road, Troy, Michigan 48084, ABA routing number 272471674, account number 1054400890 (with immediate telephone notice to Steve Zumsteg at (248) 280-1900) or to such other account number and depository as Seller may by written notice direct.

Section 2.5 Fees and Stamp and Other Transfer Taxes. Buyer shall pay all sales, documentary, stamp and other transfer taxes, if any, payable in respect of this Agreement or for the transfer of the Preemptive Rights Stock to Buyer hereunder.

Section 2.6 Restrictive Legend. The Preemptive Rights Stock shall bear the legend set forth in Section 2.6(a) of the Stock Purchase Agreement.

ARTICLE 3  
REPRESENTATIONS AND WARRANTIES

Section 3.1 Seller and Buyer. Each Party hereby represents and warrants to the other as follows:

(a) Organization and Standing. Such Party is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and in the case of Seller, is in good standing as foreign corporation in all jurisdictions where the nature of its properties or business require it.

(b) Authority. Such Party has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of such Party and this Agreement has been duly executed and delivered by such Party.

(c) Validity of Agreement. This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be subject to (i) bankruptcy, insolvency, reorganization, or other similar laws now or hereafter in effect affecting the enforcement of creditors' rights generally, and (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(d) No Violation. Neither the execution or delivery by such Party of this Agreement, nor the performance by such Party of its obligations under this Agreement, nor the consummation of the transactions contemplated hereby, (i) contravene or violate any provision of the Corporate Documents of such Party, (ii) contravene or violate any Law to which such Party or any of its material assets may be subject, or (iii) in the case of Seller, result in the creation or imposition of a Lien on any material asset of Seller or any Subsidiary.

(e) No Consent Required. No consent, approval, permit, authorization or other action by or filing with, any Governmental Entity or any other Person is required in connection with the execution, delivery and performance by such Party of this Agreement or the consummation of the transactions contemplated hereby.

Section 3.2 Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Offering. Neither Seller nor any Person acting on its behalf has taken or will take any action (including, without limitation, any offering of any securities of Seller under circumstances which would require, under the Securities Act, the integration of such offering with the offering and sale of the Preemptive Rights Stock) which might subject the offering, issuance or sale of the Preemptive Rights Stock to the registration requirements of Section 5 of the Securities Act.

(b) Ownership of Preemptive Rights Stock. The Preemptive Rights Stock, when issued and delivered in accordance with the terms of this Agreement, will be validly issued and outstanding, fully paid and nonassessable, free and clear (except as set forth in Section 4.2(b) of the Stock Purchase Agreement) of any and all proxies or proxy agreements, voting trust arrangements and liens, and Seller may transfer and deliver the Preemptive Rights Stock to Buyer at the Closing.

(c) Capitalization. Seller's authorized Seller Stock consists of the shares set forth in Schedule 3.2(c) Part A, of which the shares set forth in Schedule 3.2(c) Part B are issued and presently outstanding and held as set forth therein. All outstanding shares have been validly issued, are fully paid and nonassessable, were not issued in violation of the terms of any Contract binding upon Seller and were issued in compliance with all Corporate Documents of Seller.

(d) Options or Warrants. Except as provided for in Section 4.1(d) of Stock Purchase Agreement and as set forth in Schedule 3.2(d), there are (i) no existing Contracts, subscriptions, Options, Warrants, calls, commitments or other rights of any kind to purchase or otherwise acquire from Seller, at any time, or upon the happening of any stated event, shares of the capital stock or other securities of Seller, whether or not presently issued or outstanding; (ii) no outstanding securities of Seller that are convertible into or exchangeable for capital shares or other securities of Seller; (iii) no Contracts, subscriptions, Options, Warrants, calls, commitments or rights to purchase or otherwise acquire from Seller any such convertible or exchangeable securities; and (iv) no preemptive rights with respect to the issuance of any shares of capital stock of Seller.

Section 3.3 Buyer, re Private Placement. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer understands that the offering and sale of the Preemptive Rights Stock is intended to be exempt from registration under the Securities Act pursuant to Section 4(2) of the Securities Act and any applicable state securities or blue sky laws.

(b) The Preemptive Rights Stock to be acquired by Buyer pursuant to this Agreement is being acquired for its own account and without a view to the resale or distribution of the Preemptive Rights Stock or any interest therein other than in a transaction exempt from registration under the Securities Act.

(c) Buyer is an "Accredited Investor" as such term is defined in Regulation D under the Securities Act.

(d) Buyer has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in Stock and Buyer is capable of bearing the economic risks of such investment, including a complete loss of its investment in Stock. Buyer understands that its investment in the Preemptive Rights Stock involves a high degree of risk.

(e) Buyer has been furnished with and carefully read a copy of the Form 10-K, each of the Form 10-Q's and this Agreement and has been given the opportunity to ask questions of, and receive answers from, Seller concerning the terms and conditions of Stock and other related matters. Seller has made available to Buyer or its agents all documents and information relating to an investment in the Preemptive Rights Stock requested by or on behalf of Buyer.

(f) Buyer understands that the Preemptive Rights Stock has not been and, except as provided herein, are not being registered under the Securities Act or any state securities laws, and may not be offered, sold, pledged or otherwise transferred except in compliance with the Securities Act or state securities laws.

Section 3.4 No Other Warranties. Except as otherwise provided herein, there are no express or implied warranties that apply to the transactions contemplated herein.

#### ARTICLE 4 APPLICABILITY OF STOCK PURCHASE AGREEMENT

Section 4.1 Applicability of Stock Purchase Agreement. The Preemptive Rights Stock, when issued and delivered in accordance with the terms of this Agreement, shall be subject to the terms of Section 2.6(b), Part Four, and Part Five of the Stock Purchase Agreement as if it were "Stock" as defined in the Stock Purchase Agreement, and shall be included in Seller Stock owned by Buyer for all purposes under the Stock Purchase Agreement.

ARTICLE 5  
MISCELLANEOUS

Section 5.1 Notices. All notices, consents, requests, demands and other communications hereunder shall be given in the manner and to the addressees designated in Section 7.1 of the Stock Purchase Agreement.

Section 5.2 Modification. This Agreement, including this Section 5.2, shall not be modified except by an instrument in writing signed by or on behalf of the Parties.

Section 5.3 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of Delaware as applied to contracts made and performed within the State of Delaware, without regard to principles of conflict of laws.

Section 5.4 Assignment Binding Effect. This Agreement may not be assigned by either Party without the prior written consent of the other Parties, except that Buyer may assign its rights and obligations to any wholly-owned Subsidiary of Texaco Inc. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 5.6 Invalidity. If any of the terms, provisions, covenants or restrictions of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable and unless the invalidity, voidability or unenforceability thereof does substantial violence to the underlying intent and sense of the remainder of this Agreement, such invalidity, voidability or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement except those which the invalidated, voided or unenforceable provision comprises an integral part of or is otherwise clearly inseparable from. In the event any term, provision, covenant or restriction is held invalid, void or unenforceable, the Parties shall attempt to agree on a valid or enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the tenor of this Agreement and, on so agreeing, shall incorporate such substitute provision in the Agreement.

Section 5.7 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the transactions contemplated herein and all prior or contemporaneous understandings and agreements shall merge herein. There are no additional terms, whether consistent or inconsistent, oral or written, which are intended to be part of the Parties' understandings which have not been incorporated into this Agreement.

Section 5.8 Expenses. Except as the Parties may otherwise agree or as otherwise provided herein, Buyer and Seller shall bear their respective fees, costs and expenses in connection with this Agreement and the transactions contemplated hereby.

Section 5.9 Waiver. No waiver by any Party, whether express or implied, of any right under any provision of the Agreement shall constitute a waiver of such Party's right at any other time or a waiver of such Party's rights under any other provision of the Agreement unless it is made in writing and signed by a duly authorized representative of a Party waiving the condition. No failure by either Party hereto to take any action with respect to any breach of this Agreement or Default by another Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action with respect to such breach or Default or any subsequent breach or Default by such other Party.

Section 5.10 No Admissions. Nothing in this Agreement shall constitute any admission, expressed or implicit, by the Parties of any wrongdoing. Nothing herein expressed or implied is intended to confer upon any other Person any rights or remedies hereunder.

Section 5.11 Survival. All of the covenants, agreements, representations and warranties, and indemnities made by each Party contained in this Agreement and in any Schedule, certificate or other document delivered by any such Party pursuant hereto or in connection herewith shall survive for a period of three years from the Closing Date.

Section 5.12 Arbitration. Sections 7.12 and 7.13 of the Stock Purchase Agreement contain provisions regarding Dispute Resolution which shall govern this Agreement. Such Sections are hereby incorporated herein by reference.

Section 5.13 Further Assurances. Seller and Buyer shall provide to each other such information regarding the Preemptive Rights Stock as may be reasonably requested and shall execute and deliver to each other such further documents and take such further action as may be reasonably requested by either Party to document, complete or give full effect to the terms and provisions of this Agreement and the transactions contemplated herein.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first herein above written.

ENERGY CONVERSION DEVICES, INC.  
a Delaware corporation

By: /s/ Stanford R. Ovshinsky

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Name: Stanford R. Ovshinsky  
Title: President and CEO

By: /s/ Robert C. Stempel

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Name: Robert C. Stempel  
Title: Chairman

TRMI HOLDINGS INC.  
a Delaware corporation

By: /s/ William M. Wicker

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Name: William M. Wicker  
Title: Vice President

Schedule 2.1  
to  
Preemptive Rights Stock Purchase Agreement

PREEMPTIVE RIGHTS STOCK

448,358 shares of Common Stock

Schedule 2.3  
to  
Preemptive Rights Stock Purchase Agreement

PURCHASE PRICE

Closing Date ----- Date	29-Aug-01 ----- Closing Price
22-Aug-01	\$19.570
23-Aug-01	\$19.420
24-Aug-01	\$20.650
27-Aug-01	\$19.860
28-Aug-01	\$19.680
Five-Day Average	\$19.836
Number of Shares Purchased	448,358
Total Purchase Price	\$8,893,629.29



Schedule 3.2(c)  
to  
Preemptive Rights Stock Purchase Agreement

CAPITALIZATION

Part A

Total number of shares of all classes of stock: 30,930,000 (of which 500,000 shares shall be Class A Common Stock and 430,000 shares shall be Class B Common Stock).

Part B

ECD Issued and Outstanding Securities @ 8/7/01  
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SECURITY -----	AMOUNT -----
Class A Common Stock	219,913
Class B Common Stock	430,000
Common Stock	20,784,893
	21,434,806

Schedule 3.2(d)  
To  
Preemptive Rights Stock Purchase Agreement

OPTIONS AND WARRANTS @ 8/7/01

Options Outstanding under plans satisfying Rule 16b-3	2,513,545
November 18, 1993 stock options pursuant to Stock Option Agreements*, as amended, between ECD and S.R. Ovshinsky and I.M. Ovshinsky (as of 6/30/01)	585,529
January 15, 1999 stock options pursuant to Stock Option Agreement between Bob Stempel and ECD	300,000
GE Warrants (in connection with Optical Media JV)	400,000
JMS/Nolan Warrants to purchase one share of Common Stock (Placement Agent Warrants in connection with '98 Offering)	70,000
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	3,869,074
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\*Under the terms of the Stock Option Agreement dated November 18, 1993, the number of options granted to Mr. and Dr. Ovshinsky are adjustable pursuant to certain changes in capitalization.