

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340234

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INNOVOLT, INC.		03/06/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROBERT M. KAUFMAN		
<b>Street Address:</b>	3535 Piedmont rd ne #1205		
<b>Internal Address:</b>	C/O Innovolt, Inc.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4480600	INNOVOLT	
<b>Registration Number:</b>	4490565	POWERING PERFORMANCE	
<b>Registration Number:</b>	4395103		
<b>Registration Number:</b>	4070632	INNOVOLT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4042337000		
<b>Email:</b>	MMMIPDocket@system.foundationip.com		
<b>Correspondent Name:</b>	Morris, Manning & Martin, LLP		
<b>Address Line 1:</b>	3343 peachtree rd ne		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	21745-62219		
<b>NAME OF SUBMITTER:</b>	John R. harris		
<b>SIGNATURE:</b>	/John R. Harris/		
<b>DATE SIGNED:</b>	05/04/2015		
<b>Total Attachments: 7</b>			

CH \$115.00 4480600

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 6, 2015 by and between **Robert M. Kaufman** ("*Collateral Agent*"), as agent for the Secured Parties (as defined below), and **Innovolt, Inc.**, a Delaware corporation ("*Grantor*").

### RECITALS

WHEREAS, the Grantor has issued that certain Revolving Demand Line Note in favor of M&T Bank (the "*Lender*") in the principal amount of \$3,000,000 (the "*Note*");

WHEREAS, pursuant to that certain Guaranty Agreement dated as of the date hereof (the "*Guaranty Agreement*") by and among Grantor and the guarantors set forth therein (the "*Guarantors*" or "*Secured Parties*"), the Guarantors have agreed to provide a guaranty on behalf of the Grantor for the repayment of the Note (the "*Guaranty*") in the principal amount set for on Exhibit A to the Guaranty Agreement, plus a proportionate shares of interest and expenses then due under the Note (such amount for each Guarantor, the "*Guaranty Amount*") pursuant to a guaranty in favor of the Lender;

WHEREAS, in order to induce the Guarantors to provide the Guaranty, Debtor agreed to repay any such amounts paid by the Guarantors to the Lender and entered into that certain Security Agreement by and among the Collateral Agent and the Guarantors as the "*Secured Parties*" thereunder and further agreed to provide the security interest granted hereby; and

WHEREAS, pursuant to the Security Agreement, the Collateral Agent has been designated as the agent for and on behalf of the Secured Parties with respect to the Collateral (as defined in the Security Agreement) and has been appointed and authorized to take such action as contractual representative on such Secured Party's behalf and to exercise such powers under the Security Agreement and this Agreement as are specifically delegated to the Collateral Agent by the terms thereof and hereof, together with such powers as are reasonably incidental thereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loans and all other agreements now existing or hereafter arising between Grantor and the Secured Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Guaranty Agreement and under any other agreement now existing or hereafter arising between Grantor and the Secured Parties, Grantor grants and pledges to Collateral Agent, as agent on behalf of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Rights (as defined below) (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout

the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

"*Intellectual Property Rights*" means, (a) all patent rights and all right, title and interest in and to all letters patent and applications for letters patent, industrial models, industrial designs, petty patents, patents of importation, utility models, certificates of invention and other government issued or granted indicia of invention ownership including any provisional, nonprovisional, reissue, division, continuation, continuation-in-part, extension, revision, or reexamination applications throughout the world; (b) all rights, title and interest in and to all trade secrets and trade secret rights arising under any applicable law (including common law); (c) all copyright rights, and all other author rights whether or not copyrightable, and all rights, title and interest in and to all copyrights, copyright registrations, certificates of copyright and copyrighted interests throughout the world; (d) all rights, title and interest in and to all know-how and show-how whether or not protectable by patent, copyright or trade secret law, or as a registered mask work; (e) all trademarks, trade names, service marks, logos, domain names, and trade dress, whether registered or arising under the common law or any other applicable law, and all registrations thereof and interests therein throughout the world; and (f) all subject matter covered by Intellectual Property Rights and tangible embodiments thereof, including, without limitation, the software.

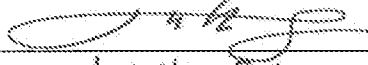
This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties or Collateral Agent provided for herein or in the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Parties or the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties or the Collateral Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property Rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

INNOVOLT, INC.

By:   
Name: James Ho  
Title: CEO

COLLATERAL AGENT:

By: \_\_\_\_\_  
Name: **Robert M. Kaufman**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**INNOVOLT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLLATERAL AGENT:**

By: Robert M. Kaufman  
Name: **Robert M. Kaufman**

EXHIBIT A  
**COPYRIGHTS**

N/A


EXHIBIT E

PATENTS

NO.	TITLE	APPLICATION NO.	APPLICATION FILING DATE	PUBLICATION No.	PUBLICATION DATE	STATUS/COMMENTS
1.	SYSTEMS AND METHODS FOR DETECTING AND DETERMINING SOURCES OF POWER DISTURBANCES IN CONNECTION WITH EFFECTIVE REMEDIATION	14/213,838	03/14/2014	US 2014-0268458 A1	09/24/2014	PENDING
2.	LINE CORD WITH A RIDE-THROUGH FUNCTIONALITY FOR MOMENTARY DISTURBANCES	13/341,705	12/30/2011	US 2012-0169141 A1	12/30/2014	PENDING
3.	VOLTAGE SAG CORRECTOR USING A VARIABLE DUTY CYCLE BOOST CONVERTER	13/449,870	04/18/2012	US 2012-0262140 A1	10/18/2012	PENDING
4.	VOLTAGE SAG CORRECTOR USING A VARIABLE DUTY CYCLE BOOST CONVERTER	CA 2,833,384	04/18/2012	2,833,384	10/26/2012	PENDING
5.	SYSTEMS AND METHODS FOR DETERMINING ABSOLUTE TIME CORRESPONDING TO RELATIVE TIME-STAMPED EVENTS	14/445,712	07/29/2014	Not yet published	n/a	PENDING



EXHIBIT C  
TRADEMARKS

NO.	MARK	REGISTRATION NO.	REGISTRATION DATE	STATUS/COMMENTS
1.	INNOVOLT	4,480,600	02/11/2014	REGISTERED
2.	POWERING PERFORMANCE	4,490,565	03/04/2014	REGISTERED
3.		4,395,103	09/03/2013	REGISTERED
4.	INNOVOLY	4,070,632	12/13/2011	REGISTERED