

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DPW Holdings, Inc.		05/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dominion Capital LLC		
Street Address:	875 Third Avenue fl9		
Internal Address:	c/o Robinson Brog		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4635037	DP DIGITAL POWER FLEXIBLE POWER SOLUTION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126030490		
Email:	dc@robinsonbrog.com		
Correspondent Name:	David Cykiert		
Address Line 1:	875 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	David Cykiert		
SIGNATURE:	/David Cykiert, Esq./		
DATE SIGNED:	05/17/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of May 15, 2018, by DPW Holdings, Inc., a Delaware corporation (the “**Grantor**”), in favor of Dominion Capital LLC, as secured lender (the “**Secured Lender**”).

WHEREAS:

A. Reference is made to that certain Security Agreement (the “**Security Agreement**”), entered into by and among the Grantor, the other “Guarantors” party thereto, and the Secured Lender, which secures certain now existing and future arising obligations owing to the Secured Lender (as defined in the Security Agreement) under the Transaction Documents (as defined in the Purchase Agreement (as defined below)), as provided in the Security Agreement;

B. Pursuant to the Security Agreement and that certain Securities Purchase Agreement (the “**Purchase Agreement**”), entered into between the Grantor and Secured Lender, the Grantor is required to execute and deliver to the Secured Lender this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Secured Lender (as defined in the Security Agreement), a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, the IP Collateral (as defined below); and

D. Capitalized terms used and not otherwise defined herein that are defined in the Security Agreement or the Purchase Agreement shall have the meanings given such terms in the Security Agreement or the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Secured Lender (as defined in the Security Agreement), to secure the Obligations (as defined in the Security Agreement), a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. Each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed 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 annexed hereto, together with all goodwill associated therewith;

3. All products and proceeds of the foregoing items 1 through 2, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed 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 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”);

4. Each United States and foreign patent and patent application, including, without limitation, each United States federally registered patent and patent application referred to in Schedule 2 annexed 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 annexed hereto, together with all goodwill associated therewith;

6. All products and proceeds of the foregoing items 4 through 5, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any trademark issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “**Patent Collateral**”);

7. If applicable, each United States and foreign copyright and copyright application, including, without limitation, each United States federally registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

8. If applicable, each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;

9. All products and proceeds of the foregoing items 7 through 8, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “**Copyright Collateral**”; items 1 through 9 being herein (i.e., the Trademark Collateral, the Patent Collateral, and the Copyright Collateral) collectively referred to as the “**IP Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Secured Lender, pursuant to the Security Agreement and the other Transaction Documents (as defined in the Purchase Agreement). The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Transaction Documents (as defined in the Purchase Agreement), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Transaction Documents (as defined in the Purchase Agreement).

Grantor shall give Secured Lender prior written notice of no less than five (5) Business Days before filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations, patent registration, or copyright registrations granted therefor after the date hereof. Without limiting Grantor's obligations under this paragraph, Grantor hereby authorizes Secured Lender unilaterally to modify this Agreement by amending Schedules 1, 2, or 3 to include any future United States registered trademarks, patents, copyrights or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules 1, 2, or 3 shall in any way affect, invalidate or detract from Secured Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1, 2, or 3.

Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks subject to the security interest hereunder.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

This Agreement is a Transaction Document (as defined in the Purchase Agreement).

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DPW HOLDINGS, INC., a Delaware corporation

By: 

Name: Milton C. Ault III
Title: Chief Executive Officer

Acknowledged:

DOMINION CAPITAL LLC
as Secured Lender

By: 

Name: Mikhail Gurevich
Title: Managing Member

SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Collateral

United State Patent and Trademark Office
Digital Power Corporation
Reg. Number 4,635.037
Registered November 11, 2014

FOR: ELECTRONIC POWER SUPPLIES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 2-0-2010; IN COMMERCE 2-0-2010.

FOR: CUSTOM MANUFACTURE OF POWER SUPPLIES, SWITCHING POWER SUPPLIES, AND POWER SUPPLIES WITH CONVERTERS FOR TELECOMMUNICATION, INDUSTRIAL, MEDICAL AND MILITARY APPLICATIONS AND EQUIPMENT, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

FIRST USE 2-0-2010; IN COMMERCE 2-0-2010.

FOR: DESIGN OF POWER SUPPLIES, SWITCHING POWER SUPPLIES AND POWER CONVERTERS FOR TELECOMMUNICATION, INDUSTRIAL, MEDICAL AND MILITARY APPLICATIONS AND EQUIPMENT, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 2-0-2010; IN COMMERCE 2-0-2010.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DIGITAL POWER" AND "FLEXIBLE POWER SOLUTIONS", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF AN ARCHED LINE AROUND THE LETTERS "DP" NEXT TO THE TERMS "DIGITAL POWER" ABOVE THE TERMS "FLEXIBLE POWER SOLUTIONS".

SER. NO. 85-579,860, FILED 3-26-2012.

WENDY GOODMAN, EXAMINING ATTORNEY

**SCHEDULE 2
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patent Collateral

None.

**SCHEDULE 3
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Copyright Collateral

None.