

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dragonfly Energy Corp.		10/07/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. Washington Street, 9th Fl		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4710573	DRAGONFLY ENERGY	
Registration Number:	4999731	BATTLE BORN	
Registration Number:	6428841	BATTLE BORN ENERGY	
Registration Number:	6428842	BATTLE BORN SOLAR	
Registration Number:	4691963	WAKESPEED	
Serial Number:	90902544	GC3	
Serial Number:	97255650	DRAGONFLY ENERGY	
Serial Number:	97255734	BATTLE BORN BATTERIES	
Serial Number:	97258299	LEAD IS DEAD	
Serial Number:	97558118	WAKESPEED CHARGE SMARTER	
Serial Number:	97558316	WS	
Serial Number:	97558279	CHARGE SMARTER	
Serial Number:	97324503	WAKESPEED	
Serial Number:	97324641	W WAKPEED ES OFFSHORE	
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:	212-655-3328		

OP \$365.00 4710573

Email: serratelli@chapman.com
Correspondent Name: Chapman and Cutler LLP
Address Line 1: 1270 Avenue of the Americas, 30th Floor
Address Line 2: Catherine Serratelli
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Catherine Serratelli

SIGNATURE: /Catherine Serratelli/

DATE SIGNED: 10/13/2022

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Dragonfly Energy Corp.

- Individual(s)
- Partnership
- Corporation- State: Nevada
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 10/07/2022

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ALTER DOMUS (US) LLC

Street Address: 225 W. Washington Street, 9th Fl

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____
See Schedule 1A. and 1B. to the Trademark Security Agreement attached.

B. Trademark Registration No.(s) _____
See Schedule 1A. and 1B. to the Trademark Security Agreement attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule 1A. and 1B. to the Trademark Security Agreement attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Catherine Serratelli

Street Address: 1270 Avenue of the Americas, 30th FL

City: New York

State: NY Zip: 10020

Phone Number: 212-655-3328

Docket Number: _____

Email Address: serratelli@chapman.com

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

DocuSigned by:
Catherine Serratelli
Signature

10/13/2022

Date

Catherine Serratelli

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of October 7, 2022, is made by Dragonfly Energy Corp., a Nevada corporation (the “Borrower”) and Dragonfly Energy Holdings Corp., a Delaware corporation formerly known as Chardan NexTech Acquisition 2 Corp. (the “Guarantor” and together with Borrower, each a “Grantor” and collectively, the “Grantors”), in favor of ALTER DOMUS (US) LLC, a Delaware limited liability company, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantors, the other Credit Parties party thereto, the Lenders from time to time party thereto, and the Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors have granted to the Agent, for its benefit and for the benefit of the Lenders, a security interest in and Lien upon the Collateral (as defined in the Loan Agreement) of the Grantors, and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantors hereby agree with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each of the Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for its benefit and for the benefit of the Lenders, and grants to the Agent for its benefit and for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantors (the “Trademark Collateral”):

(a) all of its Trademarks owned by the Grantors (other than Trademarks constituting Excluded Property) and all Licenses providing for the grant by or to the Grantors of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or such License;

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(e) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

provided, however, that the Trademark Collateral shall not include any Excluded Property as defined in the Loan Agreement, which Excluded Property shall include any intent-to-use Trademark application prior to the filing, and acceptance by the U.S. Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application (or any resulting registration) under applicable law.

For the avoidance of doubt, the grant of the security interest in the Trademark Collateral is not an outright assignment of the Trademark Collateral to the Agent.

Section 3. Recordation. The Grantors authorize the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and the Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent and the Lenders with respect to the Trademark Collateral are as provided by the Loan Agreement, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

Section 5. Grantor Remains Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Licenses subject to a security interest hereunder. NOTWITHSTANDING THE FOREGOING, THE GRANTORS SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AGENT OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL NONAPPEALABLE ORDER.

Section 6. Termination. This Trademark Security Agreement shall terminate in accord with the terms set forth in the Loan Agreement. Upon the termination of this Trademark Security Agreement, the Agent shall, at the sole cost and expense of the Credit Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 7. Counterparts. This Trademark Security 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. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

Section 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the conflicts of law provisions thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Dragonfly Energy Corp.,
as a Grantor

DocuSigned by:
Denis Phares
By: _____
957AA00F247C4A9...
Name: Denis Phares
Title: Chief Executive Officer

Dragonfly Energy Holdings Corp.(f/k/a Chardan
NexTech Acquisition 2 Corp.),
as a Grantor

DocuSigned by:
Denis Phares
By: _____
957AA00F247C4A9...
Name: Denis Phares
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS(US) LLC, as Agent

By:  _____



Name: Pinju Chiu
Title: Associate Counsel

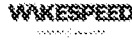


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. U.S. REGISTERED TRADEMARKS

OWNER OF RECORD	REGISTRATION NUMBER	TRADEMARK
Dragonfly Energy Corp.	4710573	DRAGONFLY ENERGY (Standard character mark)
Dragonfly Energy Corp.	4999731	BATTLE BORN (Standard character mark)
Dragonfly Energy Corp.	6428841	BATTLE BORN ENERGY (Standard character mark)
Dragonfly Energy Corp.	6428842	BATTLE BORN SOLAR (Standard character mark)
Richard S. Jones	4691963 (cancelled)	WAKESPEED (Standard character mark)

B. U.S. TRADEMARK APPLICATIONS

OWNER OF RECORD	APPLICATION NUMBER	TRADEMARK
Dragonfly Energy Corp.	90902544	GC3 (Standard character mark)
Dragonfly Energy Corp.	97255650	 DRAGONFLY ENERGY & Design
Dragonfly Energy Corp.	97255734	 BATTLE BORN BATTERIES & Design
Dragonfly Energy Corp.	97258299	LEAD IS DEAD (Standard character mark)

Dragonfly Energy Corp.	97558118	 WAKESPEED CHARGE SMARTER & Design
Dragonfly Energy Corp.	97558316	 WS & Design
Dragonfly Energy Corp.	97558279	CHARGE SMARTER (Standard character mark)
Thomason Jones Company, LLC	97324503	WAKESPEED (Standard character mark)
Thomason Jones Company, LLC	97324641	 W WAKESPEED OFFSHORE & Design

C. NON-U.S. REGISTERED TRADEMARKS

OWNER OF RECORD	APPLICATION NUMBER	TRADEMARK
Dragonfly Energy Corp.	WIPO International Reg. No. 1681667 (Designations AU, CA, CN, MX)	BATTLE BORN (Standard character mark)
Dragonfly Energy Corp.	WIPO International Reg. No. 1683157 (Designations AU, CA, CN, MX)	DRAGONFLY ENERGY (Standard character mark)
Dragonfly Energy Corp.	WIPO International Reg. No. 1683242 (Designations AU, CA, CN, MX)	 BATTLE BORN BATTERIES & Design
Dragonfly Energy Corp.	WIPO International Reg. No. 16839976 (Designations AU, CA, CN, MX)	 DRAGONFLY ENERGY & Design

D. NON-U.S. TRADEMARK APPLICATIONS

OWNER OF RECORD	APPLICATION NUMBER	TRADEMARK
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Dragonfly Energy Corp.	Australia App. No. 2299023	BATTLE BORN (Standard character mark)
Dragonfly Energy Corp.	Canada App. No. 2208525	BATTLE BORN (Standard character mark)

E. COMMON LAW TRADEMARKS AND DOMAIN NAMES

GAMECHANGER

WAKESPEED OFFSHORE

www.wakespeed.com

www.dragonflyenergy.com

www.battlebornbatteries.com