

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2957987

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DIVERSIFIED POWER INTERNATIONAL, LLC	07/28/2014
ANTHONY D. TRIGIANI	07/28/2014
DPI LABS, LLC	07/28/2014
RECEIVING PARTY DATA	
Name:	SOUTHEAST COMMUNITY CAPITAL CORPORATION D/B/A PATHWAY LENDING
Street Address:	201 VENTURE CIRCLE
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37203
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7525280
Patent Number:	8547065
Patent Number:	8405346
Application Number:	14042245
Application Number:	29467014
Application Number:	29468423
CORRESPONDENCE DATA	
Fax Number:	(615)248-3040
<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:	6152523552
Email:	mward@babco.com
Correspondent Name:	MARY C WARD
Address Line 1:	1600 DIVISION STREET, SUITE 700
Address Line 4:	NASHVILLE, TENNESSEE 37203
NAME OF SUBMITTER:	MARY WARD
SIGNATURE:	/Mary Ward/
DATE SIGNED:	07/29/2014

Total Attachments: 16

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Loan Nos. 1665-02
1665-03
1665-04
1665-07
1665-08

AMENDED AND RESTATED SECURITY AGREEMENT

This Amended and Restated Security Agreement (including all schedules, subschedules, annexes and exhibits hereto, as the same may be amended, supplemented, restated or otherwise modified from time to time, this "**Agreement**") dated as of July ~~28~~, 2014, is executed by **DIVERSIFIED POWER INTERNATIONAL, LLC**, a Tennessee limited liability company ("**DPI**"), **ANTHONY D. TRIGIANI**, Individually ("**Trigiani**") and **DPI LABS, LLC**, a Tennessee limited liability company ("**DPI Labs**" and collectively with DPI and Trigiani, "**Debtor**"), in favor of **SOUTHEAST COMMUNITY CAPITAL CORPORATION** doing business as **PATHWAY LENDING**, a Tennessee not-for-profit corporation ("**Lender**").

RECITALS:

A. Pursuant to that Loan Agreement dated as of the date hereof, executed by DPI and Lender (as now existing and as may hereafter be amended, the "**Loan Agreement**"), Lender has agreed to extend credit to DPI (collectively, the "**Credit Facilities**"), on certain terms and conditions (such credit referred to herein as the "**Obligations**").

B. Lender previously extended (i) a \$785,000.00 term loan (the "**\$785,000 Term Loan**") and (ii) a \$1,340,000.00 term loan (the "**\$1,340,000 Term Loan**", and collectively with the \$785,000 Term Loan, the "**Original Loans**"), to DPI on and subject to the terms and conditions set forth in that Loan Agreement dated as of July 21, 2011, by and between DPI and Lender, as modified by that First Amendment to Loan Agreement, Promissory Notes, Security Agreement and Loan Documents dated as of November 29, 2012, by and between DPI, Trigiani, Donna C. Trigiani and Lender (as amended, the "**Original Loan Agreement**"), as further evidenced by (i) that Promissory Note dated as of July 21, 2011, executed and delivered by DPI in the original principal amount of \$785,000.00 and made payable to the order of Lender (the "**\$785,000 Term Note**") and (ii) that Promissory Note dated as of July 21, 2011, executed and delivered by DPI in the original principal amount of \$1,340,000.00 and made payable to the order of Lender (the "**\$1,340,000 Term Note**", and collectively with the \$785,000 Term Note, the "**Original Notes**").

C. Lender also previously extended a \$300,000.00 line of credit (the "**Line of Credit**") to DPI pursuant to the terms of the Original Loan Agreement; provided, however, the Line of Credit has been repaid in full and terminated.

D. DPI and Lender also previously entered into that Receivables Purchase Agreement dated as of November 29, 2012 (the "**Receivables Agreement**").

E. The Original Notes and DPI's obligations under the Receivables Agreement are secured by, among other instruments, that that Security Agreement dated as of July 21, 2011, executed by DPI in favor of Lender (the "**Original Security Agreement**").

F. Lender has agreed to extend (i) a \$420,000.00 term loan (the "**\$420,000 Term Loan**") and (ii) a \$240,000.00 term loan (the "**\$240,000 Term Loan**", and collectively with the \$420,000 Term Loan, the "**New Loans**") (the New Loans and the Original Loans are sometimes collectively referred to herein as the "**Credit Facilities**") to DPI on and subject to the terms and conditions set forth in that Loan Agreement of even date herewith (the "**New Loan Agreement**", and collectively with the Original Loan Agreement, the "**Loan Agreements**"), by and between DPI and Lender, as further evidenced by (i) that Promissory Note of even date herewith, executed and delivered by DPI in the original principal amount of \$420,000.00 and made payable to the order of Lender (the "**\$420,000 Term Note**") and (ii) that Promissory Note of even date herewith, executed and delivered by DPI in the original principal amount of \$240,000.00 and made payable to the order of Lender (the "**\$240,000 Term Note**", and collectively with the \$420,000 Term Note, the "**New Notes**") (the New Notes and the Original Notes are sometimes collectively referred to herein as the "**Notes**").

G. Since the date of the Original Loans, two (2) patents have been registered to Trigiani with the United States Patent and Trademark Office.

H. A condition to Lender's agreement to extend the New Loans to DPI is that Debtor must provide Lender a security interest in all of Debtor's personal property.

I. Debtor and Lender wish to amend and restate the Original Security Agreement as set forth herein.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lender to extend credit to Debtor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

ARTICLE 1 DEFINITIONS

As used below in this Agreement, (i) capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement, (ii) terms defined in the preamble and recitals above shall have the meanings therein set forth, and (iii) the following capitalized terms have the meanings assigned below:

"Books and Records" means all of Debtor's books and records, including but not limited to records indicating, summarizing, or evidencing the Collateral, the Obligations, and Debtor's property, business operations, or financial condition, computer runs, invoices, disks, cd-roms, tapes, processing software, processing contracts (such as contracts for computer time and services) and any computer prepared information, disks, cd-roms, tapes, or data of every kind and description, whether in the possession of Debtor or in the possession of third parties.

"Collateral" means all of Debtor's now owned or hereafter acquired interest in, to and under all personal property and all other assets, whether now owned or hereafter acquired by or arising in favor of Debtor, and whether owned or consigned by or to, or leased from or to Debtor, and regardless of where located including the following, each as presently defined in Article 9 of the UCC (to the extent applicable): Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, General Intangibles (including, without limitation, the IP Collateral), Goods, Instruments, Inventory, Investment Property, Letter of Credit Rights, all money, cash or cash equivalents of Debtor and all Proceeds and to the extent not already included, all tort claims, insurance claims and rights to payment not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions for and replacements for, and rents and profits of each of the foregoing.

"Event of Default" means the occurrence of any one or more of the following events:

- (a) Debtor's or any third party's failure to pay any of the Obligations on the date due;
- (b) Debtor's or any other party's failure to perform or observe any obligation or covenant made under this Agreement;
- (c) Lender's discovery that any representation or warranty in connection with this Agreement is materially false; or
- (d) The occurrence of a default or event of default under the terms of any document evidencing, securing, or otherwise pertaining to the Obligations, including, but not limited to, the Loan Documents.

"IP Collateral" means, collectively, all Patent Collateral and Trademark Collateral.

"Loan Documents" means, collectively, each writing that evidences, secures, or otherwise relates to the Credit Facilities, whenever delivered, and including, but not limited to, (i) this Agreement, (ii) the Notes and (iii) the Loan Agreements.

"Obligations" means all present and future debts and other obligations of Debtor to Lender, whether arising by contract, tort, guaranty, overdraft, or otherwise; whether or not the advances or events creating such debts or other obligations are presently foreseen; whether such obligations were originally payable to Lender or are acquired by Lender from another person or entity; and regardless of the class of the debts or other obligations, be they otherwise secured or unsecured, contingent or liquidated. Without limiting the foregoing, the "Obligations" specifically includes the obligations of Debtor under the Loan Documents. This term includes all principal, interest (including all interest that accrues after the commencement of any case or proceeding by or against Debtor in bankruptcy, whether or not allowed in such case or proceeding), fees, charges, expenses, reasonable attorneys' fees and any other sum chargeable to Debtor under the Loan Documents or other documents evidencing indebtedness of the foregoing parties to Lender.

"**Patent Collateral**" means all of Debtor's right, title and interest in and to all of its presently owned and hereafter acquired patentable inventions, patents, and patent applications, whether the foregoing be domestic or foreign, including, without limitation, the inventions and improvements described and claimed therein, including, without limitation, those listed on Exhibit A attached hereto, and together with (i) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (ii) all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) all rights as licensor or licensee with respect to any patents, patent applications, and rights thereto and thereunder.

"**Trademark Collateral**" means (a) all of Debtor's presently owned and hereafter acquired trademarks, service marks, and trademark or service mark applications, whether the foregoing are domestic (state or federal) or foreign, including, without limitation, each mark, registration, and application listed on Exhibit B hereto, and together with (i) renewals thereof, (ii) all income, royalties, damages and payments hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) trade dress, (vi) all customer and other lists related to any of the foregoing, (vii) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by any of the foregoing, and (viii) all rights as licensor or licensee with respect to any trademarks, trademark applications, and rights thereto and thereunder.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of Tennessee.

ARTICLE 2 GRANT OF SECURITY INTEREST

2.1 Security Interest. As security for the due and punctual payment and full and complete performance of each of the Obligations, Debtor hereby grants, assigns, conveys, mortgage, pledges, hypothecates and transfers to Lender, a security interest in and general lien upon all of Debtor's rights, title, and interests in and to the Collateral.

ARTICLE 3 REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING COLLATERAL

3.1 Inspection of Collateral. At any time and from time to time, upon the demand of Lender, Debtor will permit representatives and agents of Lender access to their premises to inspect the Collateral and the Books and Records and to audit and make abstracts from the Books and Records.

3.2 Filing of Financing Statements. At the sole option of Lender, and without Debtor's further consent, Lender may file all applicable financing statements or other

applications, notices, or other registration documents in any jurisdiction or office to perfect its security interests and liens hereunder (including, without limitation, the recording of evidence of this Agreement with the United States Patent and Trademark Office (with respect to the Patent Collateral)).

3.3 Lender's Collateral Custody Duties. With respect to the Collateral, or any part thereof, which at any time may come into the possession, custody, or under the control of Lender or any of its agents, associates, or correspondents, Debtor hereby acknowledges and agrees that the sole duty of Lender with respect to the custody, safekeeping, and physical preservation of such Collateral, whether pursuant to Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Lender deals with similar property for its own account. Neither Lender, nor any of its partners, members, managers, directors, officers, employees, affiliates, agents, associates, or correspondents shall be liable for failure to demand, collect, or realize upon any of the Collateral or for any delay in doing so.

3.4 Defense of Collateral. Debtor shall defend the Collateral against all claims and demands of all persons or entities at any time claiming any interest therein other than Lender.

3.5 Notice of Changes in State of Formation, Form of Entity, Location of Chief Executive Office, Residence, Books and Records, Collateral. Debtor shall provide Lender with prior written notice of: (i) any intended change in the form of entity of Debtor and/or its state of formation; (ii) any intended change in the chief executive office of Debtor and/or the office where Debtor maintains its Books and Records; (iii) the location or movement of any Collateral to or at an address other than Debtor's locations as of the date hereof; and (iv) the creation or acquisition of any additional registered intellectual property.

3.6 Delivery of Instruments, Chattel Paper, Certificated Securities, and Documents of Title. Immediately upon receipt of any and all Instruments, Chattel Paper, certificate securities, and/or documents of title (including bills of lading and warehouse receipts), Debtor (i) shall deliver such Collateral to Lender or another party at the direction of Lender properly endorsed to Lender and/or accompanied by such instruments of assignment and transfer in such form and substance as Lender may request, and (ii) shall execute any form of assignment or endorsement reasonably requested by Lender with respect thereto. Debtor agree to stamp or otherwise mark any and all Documents, Instruments, Chattel Paper, certificated securities, and its Books and Records relating to the Collateral in such manner as Lender may reasonably require to reflect the terms of this Agreement and the security interest granted herein.

3.7 Insurance. To the extent the Collateral is insurable against such risks, Debtor shall maintain insurance at all times with respect to the Collateral (including all risk extended coverage) against the risks of fire, theft, and such other risks, including, without limitation, liability, errors and omissions, and business interruption, as Lender may require, containing such terms, in such form and amounts, for such periods, and written by such companies as are acceptable to Lender in its reasonable discretion. Debtor shall furnish Lender with certificates or other evidence satisfactory to Lender of compliance with the foregoing insurance provisions. Lender shall have the right (but shall be under no obligation) to pay any of the premiums on such insurance and all such payments shall become part of the Obligations and

be considered an advance at the highest rate of interest provided for in the Loan Documents. Debtor expressly authorizes its insurance carriers to pay proceeds of all insurance policies covering all or any part of the Collateral directly to Lender.

3.8 Rights in Collateral.

(a) Debtor has the right and the power to grant the security interests and transfer each item of Collateral upon which it purports to grant a lien created by this Agreement.

(b) Set forth on Exhibits A and B are complete and accurate lists of all Trademark Collateral and Patent Collateral owned by Debtor.

3.9 Regarding the IP Collateral. Each item of Patent Collateral identified on Exhibit A, and each item of Trademark Collateral identified on Exhibit B is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each such item is validly registered or registrable and enforceable and subject to no claims or adverse limitations of which Debtor is aware. Debtor has notified Lender in writing of: (i) all prior uses of any material item of Trademark Collateral of which Debtor is aware that could lead to such items becoming invalid or unenforceable, including prior unauthorized uses by third parties; (ii) any infringement on any proprietary right or default under any IP Collateral; and (iii) prior uses or publications of any material items of IP Collateral of which Debtor is aware which could lead to Debtor's interest in such items becoming invalid or unenforceable, including any publication or use which might place the work in the public domain.

3.10 Notice of Changes in Collateral. Debtor shall provide Lender with prior written notice of the creation or acquisition of any additional IP Collateral.

3.11 Disposition of Collateral. Debtor shall not license, sell, offer to sell, otherwise assign or permit the involuntary transfer of, or disposition of the Collateral or any interest therein, other than collection of Accounts and sales of Inventory in the ordinary course of business, without the prior written consent of Lender.

3.12 Security Interests in Collateral. Debtor shall keep the Collateral free from any liens, claims, security interests, and encumbrances, other than *ad valorem* personal property taxes not yet delinquent and any other liens, claims, security interests, or other encumbrances expressly approved by Lender in writing.

3.13 Collateral not to be used in Violation of Laws. Debtor shall not use the Collateral or any of its property in violation of any law, statute, regulation, or ordinance.

3.14 Maintenance and Inspection of Equipment and Inventory. With respect to Equipment and Inventory, Debtor shall: (i) keep accurate Books and Records with respect thereto, including, without limitation, maintenance records and current stock, cost, and sales records accurately itemizing the types and quantities thereof; (ii) upon request, deliver to Lender, or another party at the direction of Lender, all evidence of ownership in such Collateral, including certificates of title with Lender's interests appropriately noted on the certificate; and

(iii) preserve the Inventory and Equipment in good condition and repair, and pay the cost of all replacement parts, repairs to, and maintenance of the Inventory and Equipment.

3.15 Collateral in the Possession of a Bailee. If any Collateral is at any time in the possession of a bailee, Debtor shall promptly notify Lender thereof and, at Lender's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to Lender, that the bailee holds such Collateral for the benefit of Lender, and that such bailee agrees to comply, without further consent of Debtor, with instructions from Lender as to such Collateral.

3.16 Further Assurances. Debtor covenants to execute such other assignments, security agreements, financing statements, and other documents that Lender may deem necessary to further evidence the obligations provided for herein or to perfect, extend, or clarify Lender's rights in any property securing or intended to secure the Obligations. Lender is hereby appointed as Debtor's attorney-in-fact for the signing of such documents. Debtor acknowledges that this power of attorney is coupled with an interest and is irrevocable.

3.17 Lender as Attorney-in-Fact. Debtor hereby irrevocably appoints Lender (and any of its attorneys, officers, employees, or agents) as their true and lawful attorney-in-fact, said appointment being coupled with an interest, with full power of substitution, in the name of Debtor, Lender, or otherwise, for the sole use and benefit of Lender in its sole discretion, but at Debtor's expense, to exercise, to the extent permitted by law, in Lender's name or in the name of the Debtor or otherwise, the powers set forth herein, whether or not any of the Obligations are due, and such powers shall include, but not be limited to, the following powers, at any time following the occurrence of an Event of Default: (i) to endorse the name of any Debtor upon any instruments of payment, invoice, freight or express bill, bill of lading, or storage or warehouse receipt relating to the Collateral; (ii) to demand, collect, receive payment of, settle, compromise, or adjust all or any of the Collateral; (iii) to file one or more financing statements naming Debtor as debtor and Lender as secured party and indicating therein the types or describing the items of Collateral herein specified; (iv) to correspond and negotiate directly with insurance carriers; (v) to sign and record one or more assignments or other instruments in favor of Lender to transfer ownership of any intellectual property to Lender; and (vi) to execute and/or file any notice, statement, instrument, agreement, or other paper that Lender may require to create, preserve, perfect, or validate any security interest granted pursuant hereto or to enable Lender to exercise or enforce its rights hereunder or with respect to such security interest.

3.18 Liability of Lender as Attorney-in-Fact. Neither Lender nor its attorneys, officers, employees, or agents shall be liable for acts, omissions, errors in judgment or mistake in fact in its/their capacity as attorney-in-fact. Debtor hereby ratifies all acts of Lender as their attorney-in-fact other than as a result of the gross negligence or willful misconduct of Lender. This power, being coupled with an interest, is irrevocable until the Obligations have been fully satisfied. Lender shall not be required to take any steps necessary to preserve any rights against prior parties with respect to any of the Collateral.

3.19 Effect of Extensions and Modifications. Lender may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, or release, any

of the Collateral, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, Debtor.

ARTICLE 4 REMEDIES

4.1 General Rights of Lender. Upon the occurrence of an Event of Default, Lender may exercise any and all rights and remedies Lender may have under this Agreement, any other Loan Document, and/or applicable law.

4.2 Additional Rights and Remedies. In addition to the rights and remedies available to Lender as set forth above and any other rights or remedies available to Lender under applicable law, upon the occurrence of an Event of Default, Lender may, immediately and without notice, do any or all of the following, which rights and remedies are cumulative, may be exercised from time to time, and are in addition to any rights and remedies available to Lender under any other agreement or instrument by and between Debtor and Lender:

(a) Exercise any and all of the rights and remedies of a secured party under the UCC, including, without limitation, the right to require Debtor to assemble the Collateral and make it available to Lender at a place reasonably convenient to the parties.

(b) Operate, utilize, recondition, and/or refurbish any of the Collateral for the purpose of enhancing or preserving the value thereof by any means deemed appropriate by Lender, in its reasonable discretion, including, without limitation, converting raw materials and/or work-in-process into finished goods.

(c) Notify the account debtors for any of the Accounts to make payment directly to Lender, or to such post office box as Lender may direct.

(d) Demand, sue for, collect, or retrieve any money or property at any time payable, receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to any of the Collateral.

(e) Notify the post office authorities to change the address for delivery of Debtor's mail to an address designated by Lender and to receive, open, and distribute all mail addressed to Debtor, retaining all mail relating to the Collateral and forwarding all other mail to Debtor.

(f) Upon ten (10) calendar days' prior written notice to the Debtor (or one (1) day's notice by telephone with respect to Collateral that is perishable or threatens to decline rapidly in value), which Debtor hereby acknowledges to be sufficient, commercially reasonable, and proper, Lender may sell, lease, or otherwise dispose of any or all of the Collateral at any time and from time to time at public or private sale, with or without advertisement thereof, and with or without providing any warranties of title, infringement, possession, quiet enjoyment, merchantability, or other like warranties, express or implied, and apply the proceeds of any such sale first to Lender's expenses in preparing the Collateral for sale (including reasonable attorneys' fees) and second to the complete satisfaction of the Obligations

in any order deemed appropriate by Lender, in its sole discretion. Debtor waives the benefit of any marshaling doctrine with respect to Lender's exercise of its rights hereunder. Lender or anyone else may be the purchaser of any or all of the Collateral so sold and thereafter hold such Collateral absolutely, free from any claim or right of whatsoever kind, including any equity of redemption of Debtor, any such notice, right, and/or equity of redemption being hereby expressly waived and released.

4.3 Grant of License to Use Intangibles. For the purposes of enabling Lender to exercise its rights and remedies hereunder at such time as Lender shall be lawfully entitled to exercise such rights and remedies upon the occurrence of an Event of Default, each Debtor hereby grants to Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Debtor, provided that the actual proceeds received by Lender of any use or sale of Lender's rights under such license shall be applied to the Obligations) to use, assign, or sublicense any IP Collateral, now owned or hereafter acquired by such Debtor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored, all computer software and programs, and all source code and object code relating to such computer software and programs.

4.4 Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, Debtor acknowledge and agree that it is not commercially unreasonable for Lender: (i) to fail to incur expenses reasonably deemed significant by Lender to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition; (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of; (iii) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral; (iv) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists; (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (vi) to contact other persons, whether or not in the same business as Debtor, for expressions of interest in acquiring all or any portion of the Collateral; (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature; (viii) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets; (ix) to dispose of assets in wholesale rather than retail markets; (x) to disclaim disposition warranties, including, without limitation, warranties of title, infringement, possession, quiet enjoyment, merchantability, or other like warranties, express or implied; (xi) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection, or disposition of Collateral or to provide to Lender a guaranteed return from the collection or disposition of Collateral; (xii) to the extent deemed appropriate by Lender, to obtain the services of other brokers, investment bankers, consultants, and other professionals to assist Lender in the collection or disposition of any of the Collateral; (xiii) to require potential purchasers to enter

into confidentiality undertakings with respect to the Collateral; or (xiv) to require the purchaser at any foreclosure sale to indemnify Lender and other parties against damages incurred in connection with the removal of the Collateral or to require such purchaser to maintain insurance in connection therewith. Debtor acknowledge that the purpose of this Section is to provide non-exhaustive indications of what actions or omissions by Lender would fulfill Lender's duties under the UCC or other law of the State of Tennessee or any other relevant jurisdiction in Lender's exercise of remedies against the Collateral and that other actions or omissions by Lender shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to Debtor or to impose any duties on Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section.

ARTICLE 5 GENERAL PROVISIONS

5.1 Cumulative Remedies. The remedies provided Lender in this Agreement are not exclusive of any other remedies that may be available to Lender under any other document or at law or equity.

5.2 Notices. All notices and other communications hereunder shall be provided in the manner provided in that Unlimited Guaranty dated of even date herewith, executed by Debtor to and in favor of Lender.

5.3 Negotiated Document. This Agreement has been negotiated by the parties with full benefit of counsel and should not be construed against any party as author.

5.4 Not Partners; No Third Party Beneficiaries. The relationship of Lender and Debtor is that of secured party and debtor only, and neither is a fiduciary, partner, or joint venturer of the other for any purpose. This Agreement has been executed for the sole benefit of the parties hereto, and no third party is authorized to rely upon Lender's rights or duties hereunder.

5.5 Incorporation of Schedules. All Schedules and Exhibits referred to in this Agreement are incorporated herein by this reference.

5.6 Indulgence Not Waiver. Any party's indulgence in a departure from the terms of this Agreement shall not prejudice the party's right to demand strict compliance with this Agreement absent a written waiver or amendment that would be binding under the terms of this Agreement.

5.7 Assignment. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties, except that Debtor may not assign any rights or delegate any obligations arising hereunder without the prior written consent of Lender. Any attempted assignment or delegation by Debtor without the required prior consent shall be void.

5.8 Entire Agreement. This Agreement and the other written agreements executed by the parties represent the entire agreement of the parties concerning the subject matter hereof, and all oral discussions and prior agreements are merged herein; provided, however, if there is a conflict between this Agreement and the Loan Agreement, the provision of the Loan Agreement shall control.

5.9 Amendment and Waiver in Writing. No provision of this Agreement can be amended or waived, except by a statement in writing signed in hand by or on behalf of the party against which enforcement of the amendment or waiver is sought (emails, voice mails, and other forms of records that do not require handwritten signatures shall not be binding) and in accordance with the Loan Agreement.

5.10 Severability. Should any provision of this Agreement be declared invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

5.11 Time of Essence. Time is of the essence of this Agreement, and all dates and time periods specified herein shall be strictly observed.

5.12 Gender and Number. Words used herein indicating gender or number shall be read as context may require.

5.13 Captions Not Controlling. Captions and headings have been included in this Agreement for the convenience of the parties, and shall not be construed as affecting the content of the respective Sections.

5.14 Counterparts. This Agreement may be executed in counterparts with all signatures or by counterpart signature pages, and it shall not be necessary that the signatures of all parties be contained on any one document. Each counterpart shall be deemed an original, but all of them together shall constitute one and the same instrument.

5.15 Expenses. Upon demand, Debtor will pay to Lender or, at Lender's option, reimburse Lender for, the following expenses:

(a) Taxes. All taxes, fees, or other charges that Lender may be required to pay because of the Obligations or because of Lender's interest in any property securing the payment of the Obligations;

(b) Administration. All expenses that Lender may incur in connection with the preparation, execution, administration or enforcement of this Security Agreement or of any other document pertaining to the Obligations;

(c) Perfection and Protection of Collateral. All costs of recording any financing statement or taking of any other action necessary to perfect Lender's security interest in the Collateral or for preserving, insuring, preparing for sale (whether by improvement, repair or otherwise) or selling any collateral securing the Obligations;

(d) Costs of Collection. All court costs and other costs of collecting any debt, overdraft or other obligation included in the Obligations, including compensation for time spent by employees of Lender;

(e) Litigation. All costs arising from any litigation, investigation, or administrative proceeding (whether or not Lender is a party thereto) that Lender may incur as a result of the Obligations or as a result of Lender's association with Debtor, including, but not limited to, expenses incurred by Lender in connection with a case or proceeding involving Debtor under any chapter of the Bankruptcy Code or any successor statute thereto;

(f) Attorneys Fees. Reasonable attorneys' fees incurred in connection with any of the foregoing.

If Lender pays any of the foregoing expenses, they shall become a part of the Obligations and shall bear interest at the highest rate applicable to the Obligations from time to time. This Paragraph shall remain in full effect regardless of the full payment of the Obligations, the purported termination of this Security Agreement, the delivery of the executed original of this Security Agreement to Debtor, or the content or accuracy of any representation made by Debtor to Lender; provided, however, Lender may terminate this Paragraph by executing and delivering to Debtor a written instrument of termination specifically referring to this Paragraph.

5.1 Applicable Law. The validity, construction, and enforcement of this Agreement and all other documents executed with respect to the Obligations shall be determined according to the laws of Tennessee applicable to contracts executed and performed entirely within that state.

5.2 Consent to Jurisdiction; Exclusive Venue. Each party to this Agreement hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Lender may be a party and which arises from or is related to this Agreement. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless (i) Lender agrees to the contrary in writing, or (ii) Lender initiates litigation in another court that either has personal jurisdiction over the parties to that action or has interim jurisdiction over property relevant to the action. The parties waive any right to assert that the elected forum is not convenient and to raise any other objection to this election of exclusive venue.

5.3 Waiver of Jury Trial. Each party to this Agreement hereby knowingly, voluntarily, and with full benefit of counsel, irrevocably waives any right to obtain a trial by jury in any litigation arising from or related to this Agreement and confirms that the effect of this waiver is that all issues of fact and law in any such litigation shall be determined by a judge acting without a jury. This waiver is a material inducement to the execution of this Agreement and is intended to apply regardless of the basis of any claim raised in such litigation and, without limitation, shall apply to any litigation involving any claim or defense arising under contract law, tort, or under any statute or constitution.

5.4 **Joint and Several Liability.** The representations, covenants, warranties and obligations of Debtor hereunder shall be joint and several obligations of each Debtor.

[The remainder of this page is intentionally blank.]

This Amended and Restated Security Agreement is dated as of the date first written above.

THE UNDERSIGNED ACKNOWLEDGES
A THOROUGH UNDERSTANDING OF
THE TERMS OF THIS AGREEMENT
AND AGREES TO BE BOUND
THEREBY:

DEBTOR:

DIVERSIFIED POWER INTERNATIONAL, LLC,
a Tennessee limited liability company

By: 
Antonio D. Trigiani, President

DPI LABS, LLC,
a Tennessee limited liability company

By: 
Antonio D. Trigiani, President

By: 
ANTONIO D. TRIGIANI, Individually

EXHIBIT A

Patent Collateral

<u>PATENT DESCRIPTION</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>APPLICATION NO.</u>	<u>ASSIGNEE</u>
Multi-type battery charger control	7,525,280	April 28, 2009	11/538,206	Diversified Power International, LLC
Battery Management System	8,547,065	October 1, 2013	12/331,717	Antonio Trigiani
Inductively Coupled Power Transfer Assembly	8,405,346	March 26, 2013	12/706,914	Antonio Trigiani
Battery Management System (Canada)			2,717,789	Antonio Trigiani
Battery Management System (EPO)			08 860112.5	Antonio Trigiani
Battery Management System (India)			4860/DELNP/2010	Antonio Trigiani
Battery Management System (Korea)			10-2010-7015281	Antonio Trigiani
Battery Management System (CONT)			14/042,245	Antonio Trigiani
Charger Connector Design (DPA)			29/467,014	Antonio Trigiani
Y-310 Replacement Connector Design (DPA)			29/468,423	Antonio Trigiani
Surface Mount Transformer Connector (PPA)				Antonio Trigiani

EXHIBIT B

Trademark Collateral

<u>TRADEMARK DESCRIPTION</u>	<u>TRADEMARK NO.</u>	<u>ISSUE DATE</u>	<u>APPLICATION NO.</u>	<u>ASSIGNEE</u>
Intelliphase Power (Use-Based)	4,087,179	January 17, 2012	85/328,113	Antonio Trigiani
XCEL	3,815,815	July 6, 2010	78/422,321	Diversified Power International, LLC
DPI Logo	3,789,214	May 18, 2010	77/585,085	Diversified Power International, LLC
One-2-All	4,052,925	November 8, 2011	85/292,677	Diversified Power International, LLC
Xciter	3,080,614	April 11, 2006	78/422,339	Diversified Power International, LLC
AccuSense Charge	2,982,955	August 9, 2005	78/330,976	Diversified Power International, LLC
Kynergy	4,328,415	April 30, 2013	85/753,696	Diversified Power International, LLC
Xsun	4,320,744	April 16, 2013	85/707,365	Diversified Power International, LLC
TwinStar	4,320,743	April 16, 2013	85/707,350	Diversified Power International, LLC
Delivering Power Intelligently	4,417,053	October 15, 2013	85/708,345	Diversified Power International, LLC
BTL				Diversified Power International, LLC
Hydro Bioscience				Diversified Power International, LLC

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Exhibit B

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