

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

JESSE LEVINE, JULIUS LEVINE,)
and JULIUS LEVINE REVOCABLE)
TRUST,)

Plaintiffs,)

v.)

C.A. No. 2017-0890-JTL

SAMUEL SEIDMAN and ARTHUR)
STUPAY,)

Defendants.)

STATUS QUO ORDER

WHEREAS, the Court having considered Plaintiffs' Motion for a Status Quo Order ("Motion"), and for good cause having been shown;

IT IS ORDERED, this 12th day of January, 2018, that:

1. Plaintiffs' Motion is GRANTED;
2. During the pendency of this litigation, the board of directors (the "Board") of Productivity Technologies Corp. (the "Company") shall consist of Jesse Levine, Samuel Seidman, and Arthur Stupay;
3. Pending the further decision by the Court in this action, the Company shall not take any of the following actions:
 - a. Taking any action that could result in any change to the members or size of the Board;
 - b. Amending, modifying, or repealing any of the provisions of the Company's Bylaws or Certificate of Incorporation, as amended through the date hereof;

c. Authorizing, issuing, redeeming, selling, repurchasing, or changing the terms of any securities of the Company (including, without limitation, any common stock, preferred stock, options, warrants, or purchase rights), or purchasing any securities of the Company, or converting any debt or other obligations of the Company (including salaries to employees of the Company or fees owed to members of the Board) to equity of the Company;

d. Entering into or agreeing to any transaction, the consummation of which would require the approval of or a vote by the Company's stockholders;

e. Entering into any new agreement or modifying any existing agreement that purports to bind the Company, except for any routine agreements which do not effect a significant or material change in the Company, any of its businesses, or any of its operations; for purposes of this subparagraph, contracts which singly and together with all related contracts have an aggregate value of less than \$80,000 shall not be deemed to effect a significant or material change in the Company, its business, or any of its operations. For purposes of clarity and the avoidance of doubt, this subparagraph shall include, without limitation, the business and operations of the Company's wholly owned operating subsidiary Atlas Technologies, LLC ("Atlas");

f. Entering into, amending, terminating, or settling claims arising out of or relating to any existing or new employment agreement, consulting agreement, management retention agreement, severance agreement, or other similar agreement of the Company or entering into any agreements related to the employment, termination, or severance of any officers or employees;

g. Committing the Company to incur any indebtedness or otherwise become liable to any party for any reason other than indebtedness or liability incurred in the ordinary course of business of the Company;

h. Engaging in, agreeing or committing to engage in, or agreeing to assist or assisting any third party in seeking written consents or proxies to engage in any transaction, including any transaction involving an actual or potential change of control of the Company;

i. Engaging in, agreeing, or committing to engage in any transaction involving the acquisition, transfer, encumbrance, pledge, loan, discount/compromise (by settlement, factoring, or otherwise), or other disposition, directly or indirectly, of any assets of the Company or any interest in the Company with a value in excess of \$80,000 (or series of related transactions that, in the aggregate, have a value in excess of \$80,000). For purposes of clarity and the avoidance of doubt, this subparagraph shall include, without limitation, the business and operations of Atlas;

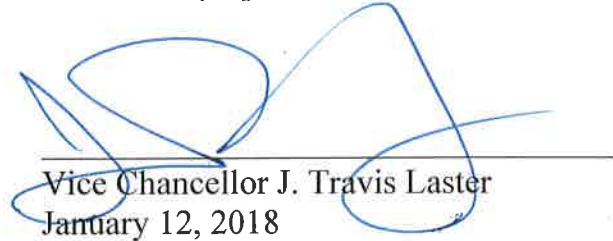
j. Instituting, withdrawing from, dismissing, or settling any legal proceeding on behalf of the Company. For purposes of clarity and the avoidance of doubt, this subparagraph shall include, without limitation, the business and operations of Atlas.

k. Taking any other action not in the ordinary course of business (including, without limitation, the filing of a bankruptcy petition or the acquisition of any business or operation by the Company whether by merger, purchase of assets or equity interest, or otherwise); and

1. Entering into any legally binding commitment with respect to, or agreeing to do, any of the foregoing.

4. The restrictions imposed by this Order may be waived on a case-by-case basis by written agreement of all parties to this action. The parties shall notify the Court of any modifications of the terms of this Order by providing the Court with the written modification of the restriction(s). The Court may modify the restrictions of this Order at the request of any party.

5. This Order shall become effective immediately upon its execution.



Vice Chancellor J. Travis Laster
January 12, 2018