

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 13D**

(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
§ 240.13d-2(a)

(Amendment No. 2)<sup>1</sup>

WPCS International Incorporated

(Name of Issuer)

Common Stock, par value \$0.0001 par value

(Title of Class of Securities)

92931L 40 1

(CUSIP Number)

RICHARD ABBE  
IROQUOIS CAPITAL MANAGEMENT, LLC  
205 East 42nd Street, 20th Floor  
New York, New York 10017  
(212) 974-3070

ANDREW FREEDMAN, ESQ.  
OLSHAN FROME WOLOSKY LLP  
1325 Avenue of the Americas  
New York, New York 10019  
(212) 451-2300  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

August 15, 2016

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

<sup>1</sup> The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

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1	NAME OF REPORTING PERSON IROQUOIS MASTER FUND LTD.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 277,839*
	9	SOLE DISPOSITIVE POWER - 0 -*
	10	SHARED DISPOSITIVE POWER 277,839*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 277,839*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.7%*	
14	TYPE OF REPORTING PERSON CO	

\*An aggregate of 2,133,353 Shares underlying certain preferred stock and warrants have been excluded from the Reporting Persons' beneficial ownership due to a conversion cap that precludes the conversion of such preferred stock or exercise of such warrants held by the Reporting Persons to the extent that the Reporting Persons would, after such conversion or exercise, beneficially own in excess of 9.99% of the Shares outstanding. See Item 5 of this Amendment No. 2 to the Schedule 13D.

1	NAME OF REPORTING PERSON IROQUOIS CAPITAL INVESTMENT GROUP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC*	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER - 0 -*
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER - 0 -*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 -*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%*	
14	TYPE OF REPORTING PERSON OO	

\*An aggregate of 2,133,353 Shares underlying certain preferred stock and warrants have been excluded from the Reporting Persons' beneficial ownership due to a conversion cap that precludes the conversion of such preferred stock or exercise of such warrants held by the Reporting Persons to the extent that the Reporting Persons would, after such conversion or exercise, beneficially own in excess of 9.99% of the Shares outstanding. See Item 5 of this Amendment No. 2 to the Schedule 13D.

1	NAME OF REPORTING PERSON IROQUOIS CAPITAL MANAGEMENT, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 277,839*
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 277,839*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 277,839*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.7%*	
14	TYPE OF REPORTING PERSON IA, OO	

\*An aggregate of 2,133,353 Shares underlying certain preferred stock and warrants have been excluded from the Reporting Persons' beneficial ownership due to a conversion cap that precludes the conversion of such preferred stock or exercise of such warrants held by the Reporting Persons to the extent that the Reporting Persons would, after such conversion or exercise, beneficially own in excess of 9.99% of the Shares outstanding. See Item 5 of this Amendment No. 2 to the Schedule 13D.

1	NAME OF REPORTING PERSON AMERICAN CAPITAL MANAGEMENT, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 8,674*
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 8,674*
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,674*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*	
14	TYPE OF REPORTING PERSON OO	

\*An aggregate of 2,133,353 Shares underlying certain preferred stock and warrants have been excluded from the Reporting Persons' beneficial ownership due to a conversion cap that precludes the conversion of such preferred stock or exercise of such warrants held by the Reporting Persons to the extent that the Reporting Persons would, after such conversion or exercise, beneficially own in excess of 9.99% of the Shares outstanding. See Item 5 of this Amendment No. 2 to the Schedule 13D.

1	NAME OF REPORTING PERSON RICHARD ABBE	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 277,839*
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 277,839*
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 277,839*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 9.7%*	
14	TYPE OF REPORTING PERSON IN	

\*An aggregate of 2,133,353 Shares underlying certain preferred stock and warrants have been excluded from the Reporting Persons' beneficial ownership due to a conversion cap that precludes the conversion of such preferred stock or exercise of such warrants held by the Reporting Persons to the extent that the Reporting Persons would, after such conversion or exercise, beneficially own in excess of 9.99% of the Shares outstanding. See Item 5 of this Amendment No. 2 to the Schedule 13D.

1	NAME OF REPORTING PERSON KIMBERLY PAGE	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 8,674*
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 8,674*
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 8,674*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%*	
14	TYPE OF REPORTING PERSON IN	

\*An aggregate of 2,133,353 Shares underlying certain preferred stock and warrants have been excluded from the Reporting Persons' beneficial ownership due to a conversion cap that precludes the conversion of such preferred stock or exercise of such warrants held by the Reporting Persons to the extent that the Reporting Persons would, after such conversion or exercise, beneficially own in excess of 9.99% of the Shares outstanding. See Item 5 of this Amendment No. 2 to the Schedule 13D.

The following constitutes Amendment No. 2 to the Schedule 13D filed by the undersigned (“Amendment No. 2”). This Amendment No. 2 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Item 2 is hereby amended and restated as follows:

- (a) This statement is filed by:
- (i) Iroquois Master Fund Ltd., a Cayman Islands exempted limited company (“Iroquois Master Fund”);
  - (ii) Iroquois Capital Management, LLC, a Delaware limited liability company (“Iroquois Capital”), which serves as the investment advisor to Iroquois Master Fund;
  - (iii) Iroquois Capital Investment Group LLC, a Delaware limited liability company (“ICIG”);
  - (iv) American Capital Management, LLC, a Delaware limited liability company (“American Capital”);
  - (v) Richard Abbe, who serves as the Director of Iroquois Master Fund and President of Iroquois Capital; and
  - (vi) Kimberly Page, who serves as the manager of American Capital.

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.” Each of the Reporting Persons is party to that certain Joint Filing Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The address of the principal office of each of the Reporting Persons is 205 East 42nd Street, 20th Floor, New York, New York 10017. The officers and directors of Iroquois Master Fund and their principal occupations and business addresses are set forth on Schedule A to the Schedule 13D and are incorporated by reference in this Item 2.

(c) The principal business of Iroquois Master Fund is serving as a private investment fund. The principal business of Iroquois Capital is serving as an investment adviser that provides investment advisory services to Iroquois Master Fund. The principal business of ICIG is serving as a private investment fund. The principal business of American Capital is serving as an investment vehicle for investment purposes. The principal occupation of Mr. Abbe is serving as the Director of Iroquois Master Fund and President of Iroquois Capital. The principal occupation of Ms. Page is serving as Chief Operating Officer, Compliance Officer of Iroquois Capital and manager of American Capital.

(d) No Reporting Person, nor any person listed on Schedule A to the Schedule 13D, has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person, nor any person listed on Schedule A to the Schedule 13D, has, during the last five years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.



(f) Mr. Abbe and Ms. Page are citizens of the United States of America. The citizenship of the persons listed on Schedule A to the Schedule 13D is set forth therein.

Item 4. Purpose of the Transaction.

Item 4 is hereby amended to add the following:

On August 15, 2016, the Reporting Person and Mr. Silverman (collectively, "Iroquois") entered into a Nomination, Standstill and Voting Agreement (the "Agreement") with the Issuer. In connection with Iroquois' entering into the Agreement, Iroquois Master Fund has withdrawn that certain Nomination Letter delivered to the Issuer's Corporate Secretary on July 29, 2016 nominating Mr. Silverman for election to the Board at the 2016 annual meeting of stockholders (the "2016 Annual Meeting"). The following description of the Agreement is qualified in its entirety by reference to the Agreement, which is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

Pursuant to the terms of the Agreement, the Issuer agreed, among other things: (i) to appoint Mr. Silverman to fill a current vacancy on the Board resulting from the Board's adoption of a resolution increasing the size of the Board from 4 directors to 5 directors and (ii) to include Mr. Silverman in its slate of nominees for election as directors of the Issuer at the 2016 Annual Meeting.

Pursuant to the terms of the Agreement, Iroquois agreed, among other things: (i) to vote all Shares beneficially owned by Iroquois at the 2016 Annual Meeting (A) in favor of the Issuer's nominees, and (B) in accordance with the Board's recommendation with respect to any Issuer or stockholder proposal presented at the 2016 Annual Meeting; provided, however, that in the event that Institutional Shareholder Services Inc. ("ISS") or Glass Lewis & Co., LLC ("Glass Lewis") recommends otherwise with respect to any Issuer proposal or stockholder proposal presented at the 2016 Annual Meeting (other than proposals relating to the election of directors), Iroquois shall be permitted to vote in accordance with the ISS or Glass Lewis recommendation, and (ii) to not, directly or indirectly, (A) nominate or recommend any person for election at the 2016 Annual Meeting, (B) submit any proposal for consideration at, or bring any other business before, the 2016 Annual Meeting, or (C) initiate, encourage or participate in any "vote no," "withhold" or similar campaign with respect to the 2016 Annual Meeting. Iroquois also agreed not to publicly or privately encourage or support any other stockholder to take any of the actions described in subclause (ii) of this paragraph.

In addition, Iroquois agreed to customary standstill restrictions during the period beginning on the date of the Agreement and ending at such time as Mr. Silverman is no longer serving as a member of the Issuer's Board (the "Standstill Period"). The standstill provisions provide, among other things, that, during the Standstill Period, Iroquois will not: (i) solicit proxies or consents or become a "participant" in a "solicitation" as such terms are defined in Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or proxies or consents, in each case, with respect to the securities of the Issuer, (ii) form, join or in any way participate in any "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the Shares; provided, however, that nothing shall limit the ability of an affiliate of Iroquois to join the "group" so long as any such affiliate agrees to be bound by the provisions in the Agreement, (iii) deposit any Shares in any voting trust or subject any Shares to any arrangement or agreement with respect to the voting of any Shares, other than any such voting trust, arrangement or agreement solely among the members of Iroquois and otherwise in accordance with the Agreement, (iv) seek or encourage any person to submit nominations in furtherance of a "contested solicitation" for the election or removal of directors with respect to the Issuer or seek, encourage or take any other action with respect to the election or removal of any directors, (v) seek, alone or in concert with others, representation on the Board, or (vi) seek to advise, encourage, support or influence any person with respect to the voting or disposition of any securities of the Issuer at any annual or special meeting of stockholders.

Item 5. Interest in Securities of the Issuer.

Items 5(a)-(c) are hereby amended and restated as follows:

The aggregate percentage of Shares reported owned by each person named herein is based upon 2,866,567 Shares, which represents (1) the 2,848,659 Shares outstanding, as of August 4, 2016, which is the total number of Shares outstanding as reported in the Issuer's Current Report on Form 8-K, filed with the Securities and Exchange Commission on August 5, 2016 plus (2) 17,908 Shares issuable upon the conversion of certain Series H-1 Preferred Stock owned by Iroquois Master Fund.

Excluded from the Reporting Person's beneficial ownership are an aggregate of 2,133,353 Shares underlying certain Series H and H-1 Preferred Stock and issuable upon the exercise of certain warrants, because of a beneficial ownership limitation in the form of a conversion cap that precludes the Reporting Persons, collectively, from converting such Preferred Stock or exercising such warrants to the extent that the Reporting Persons would, after such conversion or exercise, collectively beneficially own (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended) in excess of 9.99% of the Shares outstanding (the "Beneficial Ownership Limitation").

The excluded Shares include: (i) 97,000 Shares underlying Series H Preferred Stock owned by Iroquois Master Fund, 685,792 Shares underlying Series H-1 Preferred Stock owned by Iroquois Master Fund and 1,055,481 Shares issuable upon the exercise of certain warrants owned by Iroquois Master Fund; (ii) 54,100 Shares underlying Series H-1 Preferred Stock owned by ICIG and 81,190 Shares issuable upon the exercise of certain warrants owned by ICIG and (iii) 23,500 Shares underlying Series H Preferred Stock owned by American Capital, 54,100 Shares underlying Series H-1 Preferred Stock owned by American Capital and 81,190 Shares issuable upon the exercise of certain of the Issuer's warrants directly owned by American Capital.

As such, the following beneficial ownership information excludes an aggregate of 2,133,353 Shares underlying certain Series H and H-1 Preferred Stock and issuable upon the exercise of certain warrants due to the Beneficial Ownership Limitation. The Reporting Persons may choose to convert or exercise, as applicable, the Series H or H-1 Preferred Stock and warrants, in other amounts among the Reporting Persons, while continuing to comply with the Beneficial Ownership Limitation.

A. Iroquois Master Fund

- (a) As of the close of business on August 17, 2016, Iroquois Master Fund beneficially owned 277,839 Shares consisting of (i) 259,931 Shares directly and beneficially owned by Iroquois Master Fund, and (ii) 17,908 Shares underlying Series H-1 Preferred Stock owned by Iroquois Master Fund.

Percentage: 9.7%

- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 277,839
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 277,839

- (c) The transactions in the Shares by Iroquois Master Fund since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule B and are incorporated herein by reference.

B. Iroquois Capital

- (a) As of the close of business on August 17, 2016, Iroquois Capital beneficially owned 277,839 Shares by virtue of its relationship as the investment manager to Iroquois Master Fund.

Percentage: 9.7%

- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 277,839
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 277,839

- (c) Iroquois Capital has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

C. ICIG

- (a) As of the close of business on August 17, 2016, ICIG directly and beneficially owned 0 Shares.

Percentage: 0%

- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 0
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 0

- (c) ICIG has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

D. American Capital

- (a) As of the close of business on August 17, 2016, American Capital directly and beneficially owned 8,674 Shares.

Percentage: Less than 1%

- (b)
  - 1. Sole power to vote or direct vote: 0
  - 2. Shared power to vote or direct vote: 8,674
  - 3. Sole power to dispose or direct the disposition: 0
  - 4. Shared power to dispose or direct the disposition: 8,674

- (c) American Capital has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

E. Richard Abbe

- (a) As of the close of business on August 17, 2016, Mr. Abbe beneficially owned 277,839 Shares by virtue of his relationship as the Director of Iroquois Master Fund and President of Iroquois Capital.

Percentage: 9.7%

- (b)
1. Sole power to vote or direct vote: 277,839
  2. Shared power to vote or direct vote: 0
  3. Sole power to dispose or direct the disposition: 277,839
  4. Shared power to dispose or direct the disposition: 0

- (c) Mr. Abbe has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares on behalf of Iroquois Master Fund since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule B and are incorporated herein by reference.

F. Kimberly Page

- (a) As of the close of business on August 17, 2016, Ms. Page beneficially owned 8,674 Shares by virtue of her relationship as the manager of American Capital.

Percentage: Less than 1%

- (b)
1. Sole power to vote or direct vote: 8,674
  2. Shared power to vote or direct vote: 0
  3. Sole power to dispose or direct the disposition: 8,674
  4. Shared power to dispose or direct the disposition: 0

- (c) Ms. Page has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

As of the close of business on August 17, 2016 the Reporting Persons collectively beneficially owned an aggregate of 286,513 Shares (including certain Securities held by the Reporting Persons and excluding certain Securities held by the Reporting Persons subject to the Beneficial Ownership Limitation described in this Item 5), constituting approximately 9.99% of the Shares outstanding.

Each Reporting Person, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the Shares directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his or its pecuniary interest therein.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 is hereby amended to add the following:

On August 15, 2016, the Reporting Persons, the Issuer and Mr. Silverman entered into the Agreement defined and described in Item 4 above and attached as Exhibit 99.1 hereto.

On August 17, 2016, the Reporting Persons entered into a Joint Filing Agreement in which the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer to the extent required by applicable law. The Joint Filing Agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended to add the following exhibit:

99.1 Nomination, Standstill and Voting Agreement by and among Iroquois Master Fund Ltd., Iroquois Capital Management, LLC, Iroquois Capital Investment Group LLC, American Capital Management, LLC, Richard Abbe, Kimberly Page, Joshua Silverman and the Issuer, dated August 15, 2016.

99.2 Joint Filing Agreement by and among Iroquois Master Fund Ltd., Iroquois Capital Management, LLC, Iroquois Capital Investment Group LLC, American Capital Management, LLC, Richard Abbe and Kimberly Page, dated August 17, 2016.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: August 17, 2016

IROQUOIS MASTER FUND LTD.

By: Iroquois Capital Management, LLC,  
its investment manager

IROQUOIS CAPITAL INVESTMENT GROUP LLC

IROQUOIS CAPITAL MANAGEMENT, LLC

By: /s/ Richard Abbe  
Name: Richard Abbe  
Title: President

AMERICAN CAPITAL MANAGEMENT, LLC

By: /s/ Kimberly Page  
Name: Kimberly Page  
Title: Manager

/s/ Richard Abbe  
RICHARD ABBE

/s/ Kimberly Page  
KIMBERLY PAGE

**SCHEDULE A**

**Directors of Iroquois Master Fund Ltd.**

Name and Position

Present Principal Occupation

Business Address

Richard Abbe, Director

Hedge Fund Manager

205 East 42nd Street, 20th Floor, New York, New York  
10017

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**SCHEDULE B****Transactions in the Shares Since the Filing of Amendment No. 1 to the Schedule 13D**

<u>Nature of the Transaction</u>	<u>Shares Purchased/(Sold)</u>	<u>Price Per Share(\$)</u>	<u>Date of Purchase / Sale</u>
<b><u>IROQUOIS MASTER FUND LTD.</u></b>			
Conversion of Preferred Stock*	142,500	-	08/04/2016
Purchase of Common Stock	8,000	1.5400	08/02/2016

\*On August 4, 2016, Iroquois Master Fund elected to convert Series H Preferred Stock directly owned by Iroquois Master Fund into 142,500 Shares in an exempted transaction under Section 3(a)(9) of the Securities Act of 1933.



## NOMINATION, STANDSTILL AND VOTING AGREEMENT

This Nomination, Standstill and Voting Agreement (this "Agreement"), dated as of August 15, 2016 (the "Effective Date"), is made by and among the persons and entities listed on Schedule A hereto (collectively, the "Iroquois Group," and individually a "member" of the Iroquois Group) and WPCS International Incorporated (the "Company").

WHEREAS, Iroquois Master Fund Ltd. notified the Company, by letter dated July 29, 2016, of its nomination of Joshua Silverman for election to the Board of Directors (the "Board") of the Company at the 2016 Annual Meeting of Stockholders (the "2016 Annual Meeting"), to which Mr. Silverman consented;

WHEREAS, the Board, pursuant to its authority under the Company's Amended and Restated Bylaws, has adopted a resolution increasing the size of the Board from 4 directors to 5 directors, resulting in a vacancy on the Board; and

WHEREAS, the Board deems it to be in the best interests of the Company to appoint Joshua Silverman to the Board to fill the vacancy and include him in its slate of nominees for election as directors of the Company at the 2016 Annual Meeting, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. Company Board and Nomination.

(a) The Company will add Joshua Silverman to the Board as of the Effective Date by appointing him to fill the current vacancy on the Board.

(b) The Company will include Joshua Silverman in its slate of nominees for election as directors of the Company at the 2016 Annual Meeting.

(c) As a condition of Joshua Silverman's appointment to the Board and any subsequent nomination for election as a director of the Company, the Iroquois Group agrees to provide to the Company information required to be or customarily disclosed for directors, candidates for directors, and their affiliates and representatives in a proxy statement or other filings under applicable law or stock exchange rules or listing standards, information in connection with assessing eligibility, independence, and other criteria applicable to directors or satisfying compliance and legal obligations, and such other information as reasonably requested by the Company from time to time with respect to the Iroquois Group.

## 2. Standstill.

(a) The Iroquois Group will not (A) nominate or recommend for nomination any person for election at the 2016 Annual Meeting, directly or indirectly, (B) submit any proposal for consideration at, or bring any other business before, the 2016 Annual Meeting, directly or indirectly, or (C) initiate, encourage or participate in any “vote no,” “withhold” or similar campaign with respect to the 2016 Annual Meeting, directly or indirectly. The Iroquois Group shall not publicly or privately encourage or support any other stockholder to take any of the actions described herein.

(b) The Iroquois Group agrees that, from the Effective Date of the Agreement until the date that Mr. Silverman is no longer serving as a member of the Company’s Board, neither it nor any of its affiliates or associates will, and it will cause each of its affiliates and associates not to, directly or indirectly, in any manner:

(i) engage in any solicitation of proxies or consents or become a “participant” in a “solicitation” as such terms are defined in Regulation 14A under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) of proxies or consents, in each case, with respect to securities of the Company;

(ii) form, join or in any way participate in any “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the common stock of the Company, par value \$0.0001 per share (the “Common Stock”); provided, however, that nothing shall limit the ability of an affiliate of the Iroquois Group to join the “group” following the execution of this Agreement, so long as any such affiliate agrees to be bound by these standstill provisions;

(iii) deposit any Common Stock in any voting trust or subject any Common Stock to any arrangement or agreement with respect to the voting of any Common Stock, other than any such voting trust, arrangement or agreement solely among the members of the Iroquois Group and otherwise in accordance with this Agreement;

(iv) seek or encourage any person to submit nominations in furtherance of a “contested solicitation” for the election or removal of directors with respect to the Company or seek, encourage or take any other action with respect to the election or removal of any directors;

(v) seek, alone or in concert with others, representation on the Board; or

(vi) seek to advise, encourage, support or influence any person with respect to the voting or disposition of any securities of the Company at any annual or special meeting of stockholders.

## 3. Voting Agreement.

(a) The Iroquois Group agrees that it will appear in person or by proxy at the 2016 Annual Meeting and vote all shares of Common Stock beneficially owned by the Iroquois Group at the 2016 Annual Meeting (A) in favor of the Company’s nominees, and (B) in accordance with the Board’s recommendation with respect to any Company proposal or stockholder proposal presented at the 2016 Annual Meeting; provided, however, that in the event that Institutional Shareholder Services Inc. (“ISS”) or Glass Lewis & Co., LLC (“Glass Lewis”) recommends otherwise with respect to any Company proposal or stockholder proposal presented at the 2016 Annual Meeting (other than proposals relating to the election of directors), the Iroquois Group shall be permitted to vote in accordance with the ISS or Glass Lewis recommendation.

4. Representations and Warranties of the Company.

(a) The Company represents and warrants as follows:

(i) The Company has the power and authority to execute, deliver, and carry out the terms and provisions of this Agreement and to perform its obligations hereunder; and

(ii) This Agreement has been duly and validly authorized, executed, and delivered by the Company and (assuming due execution and delivery by the other parties) constitutes a valid and binding obligation, enforceable against the Company by its terms.

5. Representations and Warranties of the Iroquois Group

(a) The Iroquois Group, jointly and severally, represent and warrant as follows:

(i) The Iroquois Group has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to perform its obligations hereunder; and

(ii) This Agreement has been duly authorized, executed and delivered by the Iroquois Group and (assuming due execution and delivery by the other parties) constitutes a valid and binding obligation, enforceable against the Iroquois Group by its terms.

6. Remedies; Forum and Governing Law.

The parties hereto recognize and agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that in addition to other remedies the other party shall be entitled to at law or equity, the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Supreme Court of the State of New York, New York County or the United States District Court for the Southern District of New York. In the event that any action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense that there is an adequate remedy at law. Furthermore, each of the parties hereto (A) consents to submit itself to the personal jurisdiction of the Supreme Court of the State of New York, New York County or the United States District Court for the Southern District of New York in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (B) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (C) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Supreme Court of the State of New York, New York County or the United States District Court for the Southern District of New York, and each of the parties irrevocably waives the right to trial by jury, (D) agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms by way of equitable relief, and (E) irrevocably consents to service of process by a reputable overnight mail delivery service, signature requested, to the address of such party's principal place of business or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING VALIDITY, INTERPRETATION AND EFFECT, BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN SUCH STATE.

7. No Waiver.

Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

8. Entire Agreement.

This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein.

9. Notices.

All notices, consents, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (A) given by facsimile, when such facsimile is transmitted to the facsimile number set forth below and the appropriate confirmation is received or (B) if given by any other means, when actually received during the normal business hours at the address specified in this subsection; provided that a party may change its address for receiving notice by the proper giving of notice hereunder. The addresses for such communications shall be:

If to the Company:

WPCS International Incorporated  
521 Railroad Avenue  
Suisun City, CA 94585  
Attention: Corporate Secretary  
Facsimile No.: (707) 421-1359

With a copy to (which shall not constitute notice)

K&L Gates LLP  
599 Lexington Avenue  
New York, NY 10022  
Attention: Robert S. Matlin, Esq.  
Facsimile No.: (212) 536-3901

If to the Iroquois Group, or a member thereof:

c/o Iroquois Capital Management, LLC  
205 East 42nd Street  
20th Floor  
New York, NY 10017  
Attention: Richard Abbe  
Kimberly Page  
Joshua Silverman

With a copy to (which shall not constitute notice):

Olshan Frome Wolosky LLP  
1325 Avenue of the Americas  
New York, NY 10019  
Attention: Andrew M. Freedman, Esq.  
Facsimile No.: (212) 451-2222

10. Severability.

If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement.

11. Counterparts.

This Agreement may be executed in two or more counterparts (including by facsimile or PDF) which together shall constitute a single agreement.

12. Successors and Assigns.

This Agreement and the rights hereunder shall not be assignable or assigned, directly or indirectly, by operation of law or otherwise, by any of the parties to this Agreement.

13. No Third Party Beneficiaries.

This Agreement is solely for the benefit of the parties hereto and is not enforceable by any other persons.

14. Fees and Expenses.

Neither the Company, on the one hand, nor the Iroquois Group, on the other hand, will be responsible for any fees or expenses of the other in connection with this Agreement.

15. Interpretation and Construction.

Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said independent counsel. Each party and its counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto, and any controversy over interpretations of this Agreement shall be decided without regards to events of drafting or preparation.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has executed this Nomination, Standstill and Voting Agreement or caused the same to be executed by its duly authorized representative as of the date first written above.

WPCS INTERNATIONAL INCORPORATED

By: /s/ Sebastian Giordano  
Name: Sebastian Giordano  
Title: Chief Executive Officer

MR. RICHARD ABBE

By: /s/ Richard Abbe  
Richard Abbe

IROQUOIS MASTER FUND LTD.

By: /s/ Richard Abbe  
Name: Richard Abbe  
Title: Director

MS. KIMBERLY PAGE

By: /s/ Kimberly Page  
Kimberly Page

IROQUOIS CAPITAL MANAGEMENT, LLC

By: /s/ Richard Abbe  
Name: Richard Abbe  
Title: President

MR. JOSHUA SILVERMAN

By: /s/ Joshua Silverman  
Joshua Silverman

IROQUOIS CAPITAL INVESTMENT GROUP LLC

By: /s/ Richard Abbe  
Name: Richard Abbe  
Title: Managing Member

AMERICAN CAPITAL MANAGEMENT, LLC

By: /s/ Kimberly Page  
Name: Kimberly Page  
Title: Manager

[Signature Page to the Nomination, Standstill and Voting Agreement]

Schedule A

Iroquois Master Fund Ltd.

Iroquois Capital Management, LLC

Iroquois Capital Investment Group LLC

American Capital Management, LLC

Richard Abbe

Kimberly Page

Joshua Silverman

[Schedule A to the Nomination, Standstill and Voting Agreement]





**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the shares of Common Stock, par value \$0.0001 per share, of WPCS International Incorporated, a Delaware corporation. This Joint Filing Agreement shall be filed as an Exhibit to such Statement.

Dated: August 17, 2016

IROQUOIS MASTER FUND LTD.

By: Iroquois Capital Management, LLC,  
its investment manager

IROQUOIS CAPITAL INVESTMENT GROUP LLC

IROQUOIS CAPITAL MANAGEMENT, LLC

By: /s/ Richard Abbe  
Name: Richard Abbe  
Title: President

AMERICAN CAPITAL MANAGEMENT, LLC

By: /s/ Kimberly Page  
Name: Kimberly Page  
Title: Manager

/s/ Richard Abbe  
RICHARD ABBE

/s/ Kimberly Page  
KIMBERLY PAGE