

05-14-1999



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To the Honorable Commissioner of Patents

101037264

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Communication Circuit Modules Incorporated

2. Name and address of receiving party(ies):

Name: Microelectronic Modules Corporation

Internal Address: _____

Street Address: 2601 South Moorland Road

City: New Berlin State: WI ZIP: 53151

Additional name(s) of conveying party(ies) attached? Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 29, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/027,682

09/198,168

B. Patent No.(s)

5,770,940

Additional numbers attached? Yes No

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

Name: Robert S. Lelkes

Internal Address: Whyte Hirschboeck Dudek S.C.

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41) \$ 120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

05/13/1999 JSHABAZZ 00000097 09/027682

01 FC:581 120.00 OP

Street Address: 111 East Wisconsin Avenue, Suite

2100

City: Milwaukee State: WI ZIP: 53202

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert S. Lelkes

Name of Person Signing

Robert S. Lelkes

Signature

May 7, 1999

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

EXHIBIT A

Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	5,770,940	June 23, 1998		SWITCHING REGULATOR

Pending Patent Applications

<u>Country</u>	<u>Application No.</u>	<u>File Date</u>	<u>Inventor(s)</u>	<u>Title</u>
U.S.A.	s/n 09/027,682	February 23, 1998		CIRCUIT PROTECTION ARRANGEMENT
U.S.A.	s/n 09/198,168	November 23, 1998		CURRENT SENSING FOR OVERLOAD PROTECTION OF SWITCH MODE CONVERTERS

PATENT COLLATERAL ASSIGNMENT

THIS PATENT COLLATERAL ASSIGNMENT is entered into as of the 29th day of April, 1999 by and between Switch Power, Inc., a California corporation having its principal place of business at 595 Millich Drive, No. 200, Campbell, CA 95008 ("Company"), and Communication Circuit Modules Incorporated, a Wisconsin corporation having its principal place of business at 2601 South Moorland Road, New Berlin, WI 53151 ("Secured Party").

WHEREAS, pursuant to a Revolving Note of even date herewith (as amended from time to time, and all replacement notes thereof, the "Revolving Note"), Secured Party has agreed to make loans to the Company; and

WHEREAS, Company has executed that certain Security Agreement, dated the date hereof, to secure all of Company's obligations under the Revolving Note ("Security Agreement") which Security Agreement grants a security interest in all of the Company's property, including its patents; and

WHEREAS, it is a condition of the Secured Party that, in addition to the rights granted in the Security Agreement, Company grant to Secured Party an assignment in all of its now existing and hereafter created or acquired patents;

NOW, THEREFORE, in order to further secure all present and future obligations (including, without limitation, the obligations as due under the Revolving Note) of Company to Secured Party, including all interest due thereunder, and the payment and performance of all obligations of Company described herein and in the Security Agreement (hereinafter collectively referred to as "Obligations"), and for other good and valuable consideration, the receipt of which by Company is hereby acknowledged, Company and Secured Party hereby agree as follows:

1. Company grants, assigns and conveys to Secured Party the entire right, title and interest in and to the patent applications and patents listed in Exhibit A, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringement, all rights corresponding thereto throughout the world and all reissues, divisionals, continuations, continuations-in-part, renewals and extensions thereof (collectively referred to herein as "Patent Collateral").

2. If, before the Obligations are satisfied in full, Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any

patent application or patent or any improvement on any patent, the provisions of this Patent Collateral Assignment shall automatically apply thereto and Company shall give to Secured Party and any assignee of Secured Party (each an "Assignee") prompt notice thereof in writing. Company authorizes Secured Party or any Assignee to modify this Patent Collateral Assignment by amending Exhibit A to include any future patents and patent applications and re-recording this Patent Collateral Assignment with the United States Patent and Trademark Office. Without limitation of the foregoing, Company shall promptly, upon the reasonable request of the Secured Party or any Assignee, deliver to Secured Party an amendment to this Assignment in the form reasonably requested by Secured Party or such Assignee.

3. Secured Party hereby acknowledges that Cherry Semiconductor Corp. ("Cherry") holds an exclusive license to certain of the Company's present and future patents pursuant to an Alliance and License Agreement, dated July 30, 1997, between Cherry and the Company (the "Cherry License Agreement"). Secured Party hereby acknowledges that it has received a copy of the Cherry License Agreement from the Company. Secured Party agrees that its rights under the Security Agreement and this Assignment are subject and subordinate to the rights of Cherry under the Cherry License Agreement.

4. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Revolving Note, an "Event of Default"), Secured Party hereby grants to Company the exclusive, nontransferable right and license under the Patent Collateral to make, have made for it, use, sell and offer to sell the inventions disclosed and claimed in the Patent Collateral and otherwise enjoy the benefits of ownership thereof (subject to the Secured Party's rights as secured creditor under the Security Agreement and this Agreement) for Company's own benefit and account and for none other and the right to enter into licenses on terms reasonably acceptable to Secured Party.

5. At such time as Company has completely satisfied all the Obligations, all amounts owing by Company to Secured Party are paid in full and no portion of such payment is subject to any right of recovery, and Secured Party has no obligation to extend or continue credit to Company, Secured Party shall execute and deliver to Company all deeds, assignments and other instruments as may be necessary or proper to re-vest in Company full title to the Patent Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

6. All of the rights and remedies of Secured Party with respect to the Patent Collateral, whether established hereby or by the Security Agreement, by

any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Company hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Company's true and lawful attorney-in-fact, with power, subject to the rights of Cherry under the Cherry License Agreement (i) at any time after the occurrence of an Event of Default and during the continuance thereof, to endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Patent Collateral, or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Agreement, and (ii) at any time after the occurrence of an Event of Default and during the continuance thereof to take any other actions with respect to the Patent Collateral as Secured Party reasonably deems in its best interests. Company hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Revolving Note has been paid in full. Secured Party and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the particular Patent may be enforced.

7. Any provisions hereof found to be invalid under the laws of the United States of America, the State of Wisconsin, or any other applicable law, shall be invalid only with respect to the offending provision and only with respect to the application of such law, and this Patent Collateral Assignment shall otherwise remain in full force and effect. All words used herein shall be construed to be of such gender or number as the circumstances require. This Patent Collateral Assignment shall be binding upon the successors and assigns of the parties hereto, but shall inure to the benefit of the successors or assigns of the Secured Party only. No course of dealing between Company and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof. This Patent Collateral Assignment may be amended only by a writing signed by the parties. The internal laws of the State of Wisconsin, without regard to conflicts of laws principles, shall apply to this Patent Collateral Assignment and its construction and interpretation, except to the extent that the Code provides that the perfection of the Security Interest hereunder, or remedies hereunder, in respect of any particular Patent Collateral are governed by the laws of a jurisdiction other than Wisconsin; provided that the Secured Party shall retain all rights arising under federal law.

8. The parties intend that notices that may be sent from the United States Patent and Trademark Office to the owner of the Patent Collateral from time to time shall be sent to the Company.

IN WITNESS WHEREOF, Company and Secured Party have caused this Patent Collateral Assignment to be duly executed as of the day and year first above written.

SWITCH POWER, INC. (Company)

By [Signature]
William R. Pelletier, President

State of Wisconsin

County of MILWAUKEE

Signed and sworn to before me on 4/29/99 by William R. Pelletier.

NOTARY SEAL/STAMP

[Signature]
Notary Public
My commission expires PERMANENT

COMMUNICATION CIRCUIT MODULES INCORPORATED (Secured Party)

By [Signature]
Kenneth A. Hammer, President

State of Wisconsin

County of MILWAUKEE

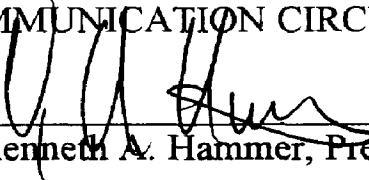
Signed and sworn to before me on 4/29/99 by Kenneth A. Hammer.

NOTARY SEAL/STAMP

[Signature]
Notary Public
My commission expires PERMANENT

Pursuant to that certain Collateral Pledge Agreement, dated April 29, 1999, from Communication Circuit Modules Incorporated ("CCMI") to Microelectronic Modules Corporation ("MMC"), CCMI hereby grants, assigns and conveys to MMC its entire right, title and interest in that certain Patent Collateral Assignment, dated April 29, 1999, from Switch Power, Inc. to CCMI.

COMMUNICATION CIRCUIT MODULES INCORPORATED

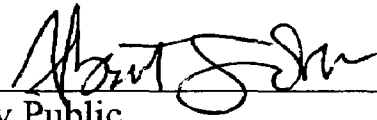
By 
Kenneth A. Hammer, President

State of Wisconsin

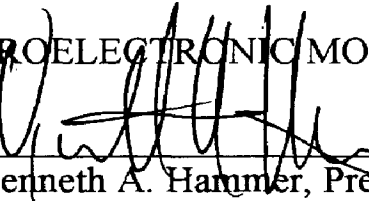
County of MILWAUKEE

Signed and sworn to before me on 4/29/99 by Kenneth A. Hammer.

NOTARY SEAL/STAMP


Notary Public
My commission expires PERMANENT

MICROELECTRONIC MODULES CORPORATION


By 
Kenneth A. Hammer, President

State of Wisconsin

County of MILWAUKEE

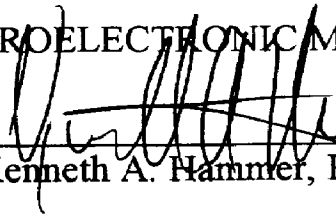
Signed and sworn to before me on 4/29/99 by Kenneth A. Hammer.

NOTARY SEAL/STAMP


Notary Public
My commission expires PERMANENT

Pursuant to that certain Collateral Pledge Agreement, dated April 29, 1999, from Microelectronic Modules Corporation ("MMC") to Bank One, Wisconsin ("Bank One"), MMC hereby grants, assigns and conveys to Bank One its entire right, title and interest in that certain Patent Collateral Assignment, dated April 29, 1999, from Switch Power, Inc. to Communication Circuit Modules Incorporated.

MICROELECTRONIC MODULES CORPORATION


By 
Kenneth A. Hammer, President

State of Wisconsin

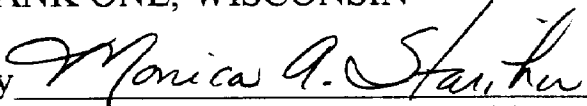
County of MILW

Signed and sworn to before me on 4/29/99 by Kenneth A. Hammer.

NOTARY SEAL/STAMP


Notary Public
My commission expires PERMANENT

BANK ONE, WISCONSIN


By 
Monica A. Stariha, Vice-President

State of Wisconsin

County of MILW

Signed and sworn to before me on 4/29/99 by Monica A. Stariha.

NOTARY SEAL/STAMP


Notary Public
My commission expires PERMANENT