


Form PTO-1595 (rev 3/1)		RECORDATION FORM COVER SHEET PATENTS ONLY		U. S. Department of Commerce Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): ELGAR ELECTRONICS CORPORATION 450 Park Avenue, 28th Floor New York, NY 10022 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - California <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) U.S. BANK NATIONAL ASSOCIATION 180 East Fifth Street St. Paul, MN 55101 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other National Banking Association Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: April 16, 2003			4. Application number(s) or patent number(s): A. Patent Application No(s). B. Patent No(s). 6239961 5917719 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Edward H. Sadtler, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036			6. Total number of applications/patents involved: <u> 2 </u> 7. Total fee (37 CFR 3.41) \$80 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 010020/13) 8. Deposit Account No. 19-2385		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Edward H. Sadtler</u> Name </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>April 21, 2003</u> Date </div> </div> <div style="text-align: center; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and document: 6 </div>					

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of April 16, 2003, by Elgar Electronics Corporation, a California corporation ("Grantor"), in favor of U.S. Bank National Association ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of even date hereof, by and among the Grantor, each other grantor thereto and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor is granting a security interest and lien on all of Grantor's right, title and interest in, to and under all personal property of Grantor, including the Patent Collateral (as defined below); and

WHEREAS, the Collateral Agent is acting in the capacity of agent for the benefit of the Lenders (as defined in the Loan Agreement, dated as of even date hereof, by and among the Lenders, Grantor, the Guarantors party thereto, and the Collateral Agent).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.**
 - (a) Grantor hereby grants to the Collateral Agent a security interest and continuing lien on all Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):
 - (i) all United States and foreign patents and certificates of invention, or similar industrial property rights, including, but not limited to each patent referred to on Schedule I (as such schedule may be amended or supplemented from time to time);
 - (ii) all applications for any of the foregoing, including, without limitation, the patent applications referred to on Schedule I (as such schedule may be amended or supplemented from time to time);
 - (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing;
 - (iv) all rights corresponding to any of the foregoing throughout the world;
 - (v) all inventions and improvements described in any of the foregoing;

(vi) all rights to sue for past, present and future infringements of any of the foregoing;

(vii) all licenses, claims, damages, and proceeds of suit arising from any of the foregoing;

(viii) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof; and

(ix) any and all agreements granting any right in, to, or under any of the foregoing (whether Grantor is licensee or licensor thereunder).

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to any of the Patent collateral if and for so long as the grant of such security interest shall constitute or result in:

(i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein; or

(ii) a breach or termination pursuant to the terms of, or a default under, any lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity);

provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

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

ELGAR ELECTRONICS CORPORATION

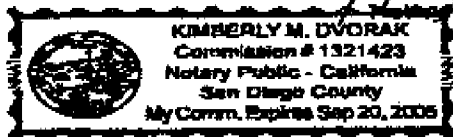
By: John P. Mei
Name: John P. Mei
Title: Vice President (CEO)

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
COUNTY OF San Diego) ss.

On this 15th day of April, 03 before me personally appeared John Mei, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Elgar Electronics Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

(seal)



[signatures continued on next page]

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION

By: Frank P. Leslie III
Name: Frank P. Leslie III
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Jurisdiction</u>	<u>Patent Title</u>	<u>Date Issued</u>	<u>Number</u>
Elgar Electronics Corporation	United States	"Overvoltage Protection Circuit"	5/29/01	6,239,961
Elgar Electronics Corporation (formerly owned by Power Ten, Inc.)	United States	"Internally Programmable Modular Power Supply and Method"	6/29/99	5,917,719