

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Patents
CONVEYING PARTY DATA	
Name	Execution Date
Elgar Holdings, Inc.	12/29/2006
RECEIVING PARTY DATA	
Name:	Elgar Electronics Corporation
Street Address:	9250 Brown Deer Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6239961
Application Number:	11562821
Application Number:	11562843
Application Number:	11541439
Application Number:	11540938
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	084950/4

CH \$200.00 6239961

NAME OF SUBMITTER:

Oren Epstein

Total Attachments: 4

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS, dated as of December 29, 2006 (“Assignment”), is by Elgar Holdings, Inc. (formerly known as Elgar Electronics Corporation), a Delaware corporation (the “Assignor”), in favor of Elgar Electronics Corporation, a Delaware corporation and wholly owned subsidiary of Assignor (the “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is the owner of the patents and patent applications listed on Schedule A hereto, as well as the designs and inventions disclosed and claimed therein, which patents and patent applications are registered or are the subject of pending applications for registration in the United States Patent and Trademark Office (the “Patents”); and

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Assumption Agreement, dated December 29, 2006 (the “Contribution and Assumption Agreement”), pursuant to which Assignor has agreed to assign to Assignee the Patents, among other assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, all of Assignor’s right, title, and interest in and to the Patents, as well as to the inventions disclosed and claimed therein, and all continuations, divisions, reissues, reexaminations, corrections, substitutes, extensions or foreign equivalents thereof, and including without limitation the subject matter of all claims which may be obtained therefrom, rights of priority under International Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Design and Industrial Models, and any other international agreements to which the United States adheres in the United States and in all foreign countries and jurisdictions, together with all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for any and all legal and equitable claims for past, present and/or future infringement, damages, or other unauthorized use of the rights assigned to Assignee hereunder.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to be executed such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

ELGAR HOLDINGS, INC.

By: John P. Meier
Name: John P. Meier
Title: CFO

Acknowledged and Accepted:

ASSIGNEE:

ELGAR ELECTRONICS CORPORATION

By: John P. Meier
Name: John P. Meier
Title: CFO

[Patent Assignment]

222874-Palo Alto Server 1A

PATENT
REEL: 018688 FRAME: 0526

SCHEDULE A

PATENTS

Title	Patent No.	Issue Date	Status
Overvoltage Protection Circuit	6,239,961	5/20/2001	Issued

PATENT APPLICATIONS

Application No.: 11/562,821
Application No.: 11/562,843
Application No.: 11/541,439
Application No.: 11/540,938