

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
Silicon Valley Bank	10/11/2011

RECEIVING PARTY DATA

Name:	Power Distribution, Inc.
Street Address:	4200 Oakley Court
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23223

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	12562597
Patent Number:	7368836
Patent Number:	6330516
Patent Number:	5434455
Patent Number:	5570006
Patent Number:	5343080
Patent Number:	5206539
Patent Number:	5138184
Patent Number:	4896092
Patent Number:	4531085
Patent Number:	4442385

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Email: stephanie.geis@wilmerhale.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

PATENT

501692137

REEL: 027067 FRAME: 0594

OP \$440.00 12562597

via US Mail.

Correspondent Name: Stephanie Geis
Address Line 1: 60 State Street
Address Line 2: WilmerHale
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:

114237.143

NAME OF SUBMITTER:

Stephanie Geis

Total Attachments: 15

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (“Release”) is given as of this 11 day of October, 2011, by SILICON VALLEY BANK, a California-chartered bank (“Assignor”), in favor of POWER DISTRIBUTION, INC., a Virginia Corporation, and MARELCO POWER SYSTEMS, INC., a Michigan Corporation (collectively, “Assignees”).

WHEREAS, Assignor and Assignees entered into that certain Loan and Security Agreement, dated as of June 13, 2008, as amended and restated in that certain Amended and Restated Loan and Security Agreement, dated as of August 29, 2008 (as from time to time further amended, restated, supplemented or otherwise modified, the “Loan Agreement”);

WHEREAS, Assignor and Assignees entered into that certain Intellectual Property Security Agreement, dated as of June 13, 2008 (as from time to time amended, restated, supplemented or otherwise modified, the “Intellectual Property Security Agreement”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on August 12, 2008 at Reel 021371, Frame 0630 and at Reel 003833, Frame 0821; on November 4, 2009 at Reel 4091, Frame 0127; and on November 5, 2009 at Reel 023275, Frame 0707.

WHEREAS, pursuant to the Loan Agreement and the Intellectual Property Security Agreement, Assignees granted to Assignor a continuing security interest (the “Intellectual Property Security Interest”) in all of Assignees’ then owned or thereafter acquired right, title and interest in, to and under the following registered and unregistered intellectual property collateral (collectively, the “Intellectual Property Collateral”):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth for each Assignee on **EXHIBIT A** attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to an Assignee now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications for each Assignee set forth on **EXHIBIT B** attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of each Assignee connected with and symbolized by such trademarks, including without limitation those set forth for each Assignee on **EXHIBIT C** attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth for each Assignee on **EXHIBIT D** attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth for each Assignee on **EXHIBIT E** attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, the Parties desire that Assignor terminate and release its continuing security interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby terminates, releases and discharges fully the Intellectual Property Security Interest, and reassigns and transfers any and all interest that it may have in the Intellectual Property Collateral to Assignees.

Assignor hereby authorizes Assignees or Assignees' authorized representative to (i) record this Release with the United States Patent and Trademark Office and the United States Copyright Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of Assignor in the Intellectual Property Collateral, and/or (iii) otherwise file or record this Release.

Assignor further agrees to execute and deliver to Assignees any and all further documents and instruments, and do any and all further acts which Assignees (or their agents or designees) reasonably request in order to confirm this Release and Assignees' right, title, and interest in and

to the Intellectual Property Collateral, provided that any costs incurred in connection with such further assistance by Assignor shall be the responsibility of Assignees.

Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Intellectual Property Security Agreement or Loan Agreement, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

SILICON VALLEY BANK

By: 

Name:

BEN JOHNSTON

Title:

V. P.

EXHIBIT A

COPYRIGHTS

Power Distribution, Inc.

Power Distribution, Inc. ("PDI") has not registered any copyrights. PDI has developed certain software which drives the function and monitoring features of its products. All such software is developed by company employees and is treated as proprietary and confidential information. Power Distribution, Inc. has not filed any copyright registrations for any such software.

PDI maintains a website at www.pdicorp.com, which contains certain potentially copyrighted content of PDI.

Marelco Power Systems, Inc.

SCHEDULE A - ISSUED COPYRIGHTS

<u>OWNER AFFILIATE OF ASSIGNEE</u>	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Marelco Power Systems, Inc.	Employee benefit trust agreement and declaration of trust.	TXu000290629	July 30, 1987
Marelco Power Systems, Inc.	"Engineered Solutions" health incentive plan.	TXu000273627	July 30, 1987
Marelco Power Systems, Inc.	Marelco Power Systems, Inc. "health incentive plan."	TXu000273569	July 30, 1987
Marelco Power Systems, Inc.	Marelco Power Systems, Inc., typical insurance contract.	TXu000273598	July 30, 1987

EXHIBIT B**PATENTS****Power Distribution, Inc.**

<u>OWNER</u>	<u>PATENT DESCRIPTION</u>	<u>COUNTRY</u>	<u>PATENT NO. (or App. No., if pending)</u>	<u>FILING DATE</u>	<u>ISSUANCE DATE</u>	<u>STATUS (Pending or Issued)</u>
Power Distribution, Inc.	Transportable Environmentally Controlled Equipment Enclosure (TECEE)	United States	13/196,101	August 2, 2011		Pending
Power Distribution, Inc.	Current Metering and Abnormal Event Monitoring System	United States	13/106,566	May 13, 2011		Pending
Power Distribution, Inc.		Mexico	184,399			Issued
Power Distribution, Inc.	Current Metering and Abnormal Event Monitoring System	United States	61/346,078	May 19, 2010		Pending
Power Distribution, Inc.	Electrical Power Distribution System	United States	7,819,676	November 12, 2009	October 26, 2010	Issued
Power Distribution, Inc.		United States	12/562,597			Pending
Power Distribution, Inc.	Volt-Second Synchronization for Magnetic Loads	United States	7,368,836	March 31, 2005	May 6, 2008	Issued
Power Distribution, Inc.	Branch circuit monitor	United States	6,330,516	March 27, 2000	December 11, 2001	Issued
Power Distribution, Inc.	Harmonic cancellation system	United States	5,434,455	August 5, 1994	July 18, 1995	Issued
Power Distribution, Inc.	A.C. storage module for reducing harmonic distortion in an A.C. waveform	United States	5,570,006	June 16, 1994	October 29, 1996	Issued
Power Distribution, Inc.	Harmonic cancellation system	United States	5,343,080	February 14, 1994	August 30, 1994	Issued

Power Distribution, Inc.	Transformer with cancellation of harmonic currents by phase shifted secondary windings	United States	5,206,539	November 15, 1991	April 27, 1993	Issued
Power Distribution, Inc.	Solid State Static Power Transfer Mechanism (purchased from Advanced Innovation, Inc. d/b/a PowerTrol)	United States	5,138,184	January 22, 1990	August 11, 1992	Issued
Power Distribution, Inc.	Voltage regulator for AC single phase and three phase systems	United States	4,896,092	October 12, 1988	January 23, 1990	Issued
Power Distribution, Inc.	Polyphase line voltage regulator	United States	4,531,085	June 13, 1983	July 23, 1985	Issued
Power Distribution, Inc.	Variable frequency drive for a motor-generator/alternator set	United States	4,442,385	February 10, 1983	April 10, 1984	Issued
Power Distribution, Inc.	Direct Current Power Supply for Mission Critical Application	United States		September 18, 2009		Pending
Power Distribution, Inc.	Volt-Second Synchronization for magnetic Loads	United States	11/094222	October 6, 2004		Pending
Power Distribution, Inc.	Electrical Power Distribution System	PCT	PCT/US10/56157			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Argentina	0104191-2010			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Australia	2010241395			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Brazil	020110003078			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Canada	2720777			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Chile	1251-10			Pending
Power Distribution, Inc.	Electrical Power Distribution System	China	201080001564.7			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Colombia	11003559			Pending
Power Distribution, Inc.	Electrical Power Distribution System	European Patent Office	10190875.4			Pending

Inc.						
Power Distribution, Inc.	Electrical Power Distribution System	Hong Kong	Application # after Chinese/EU publication			Pending
Power Distribution, Inc.	Electrical Power Distribution System	India	3393/CHE/2010			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Indonesia	P00201000722			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Japan	2010-254194			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Republic of Korea	10-2010-0112752			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Mexico	MX/A/2010/013802			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Peru	1125-2010			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Russian Federation	2010146109			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Saudi Arabia	GC 2010-17119			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Singapore	201008321-0			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Thailand	1001001739			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Turkey	2010/ 09441			Pending
Power Distribution, Inc.	Electrical Power Distribution System	Taiwan R.O.C.	99139048			Pending
Power Distribution, Inc.	Electrical Power Distribution System	United Arab Emirates	GC 2010-17119			Pending

Marelco Power Systems, Inc.

<u>OWNER AFFILIATE OF ASSIGNEE</u>	<u>PATENT DESCRIPTION</u>	<u>COUNTRY</u>	<u>PATENT NO. (or App. No., if pending)</u>	<u>FILING DATE</u>	<u>ISSUANCE DATE</u>	<u>STATUS (Pending or Issued)</u>
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Marelco Power Systems, Inc.	Electrically controllable inductor	United States	5,754,034	June 4, 1996	May 19, 1998	Issued
Marelco Power Systems, Inc.	Electrically controllable inductor	United States	5,523,673	March 4, 1994	June 4, 1996	Issued
Marelco Power Systems, Inc.	Transformer assembly with exposed laminations and hollow housings	United States	5,051,867	June 19, 1990	Sept. 24, 1991	Issued
Marelco Power Systems, Inc.	Transformer assembly with exposed laminations and hollow housings	United States	4,956,745	May 10, 1989	Sept. 11, 1990	Issued
Marelco Power Systems, Inc.	Transformer assembly for power supply	United States	D334, 732	May 18, 1989	April 13, 1993	Issued
Marelco Power Systems, Inc.	Electronic power supply housing	United States	D314,367	January 4, 1989	Feb. 5, 1991	Issued
Marelco Power Systems, Inc.	Electronic power supply housing	United States	D297,829	May 20, 1985	Sept. 27, 1988	Issued
Marelco Power Systems, Inc.	High frequency welding system	United States	4,703,158	March 31, 1986	Oct. 27, 1987	Issued
Marelco	Transformer	United	D290,456	October 2,	June 23,	Issued

Power Systems, Inc.		States		1984	1987	
Marelco Power Systems, Inc.	Transformer having bow loop in tubular winding	United States	4,584,551	September 24, 1984	April 22, 1986	Issued
Marelco Power Systems, Inc.	Transformer with fluid cooled windings	United States	4,577,175	June 27, 1984	Mar. 18, 1986	Issued
Marelco Power Systems, Inc.	System of transformers for a welding apparatus	United States	4,577,085	January 20, 1984	Mar. 18, 1986	Issued
Marelco Power Systems, Inc.	Transformer for robot arms	United States	4,496,821	August 6, 1982	Jan. 29, 1985	Issued
Marelco Power Systems, Inc.	Lighting transformer disconnect	United States	D339,323	August 23, 1991	Sept. 14, 1993	Issued

EXHIBIT C**TRADEMARKS****Power Distribution, Inc. – Registered Marks and Pending Applications**

<u>OWNER</u>	<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>APP. NO.</u> (if pending)	<u>REG. NO.</u>	<u>STATUS</u>
Power Distribution, Inc.	QUAD-WYE	Canada		436,196	Registered
Power Distribution, Inc.	QUAD-WYE	Mexico		437,058	Registered
Power Distribution, Inc.	PDI Q (standard character mark)	United States		3,843,505	Registered
Power Distribution, Inc.	WAVESTAR (standard character mark)	United States		3,858,718	Registered
Power Distribution, Inc.	WAVESTAR (standard character mark)	United States		3,717,034	Registered
Power Distribution, Inc.	QUAD-WYE (typed drawing)	United States		1,732,775	Registered
Power Distribution, Inc.	QWIKSWITCH (standard character mark)	United States		3,020,002	Registered
Power Distribution, Inc.	Powercube (standard character mark)	United States	77/670,286		Pending
Power Distribution, Inc.	J-Comm (standard character mark)	United States	77/658,941		Pending
Power Distribution, Inc.	Powerpod Container System (standard character mark)	United States	77/836,473		Suspended
Power Distribution, Inc.	ToughRail Technology (standard character mark)	United States	77/825,946		Pending

Power Distribution, Inc.	Powerwave Bus System (standard character mark)	United States	77/825,939		Pending
Power Distribution, Inc.	PowerHub (standard character mark)	United States	77/768,932		Pending
Power Distribution, Inc.	POWERED BY PDI (standard character mark)	United States	77/912,633		Pending
Power Distribution, Inc.	i-CON Modular Data Center (standard character mark)	United States	85/013,793		Pending
Power Distribution, Inc.	DynaCool On-demand Cooling System (standard character mark)	United States	85/013,772		Pending

Unregistered Marks of Power Distribution, Inc.

- (a) "Power Distribution, Inc."
- (b) Power Distribution, Inc. wave logo
- (c) "Creating the Perfect Wave" slogan
- (d) PDI
- (e) PDI and Design (wave)

Marelco Power Systems, Inc. - Registered Marks

<u>OWNER AFFILIATE OF ASSIGNEE</u>	<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>APP. NO. (if pending)</u>	<u>REG. NO.</u>	<u>STATUS</u>
Marelco Power Systems, Inc.	MARELCO POWER SYSTEMS	United States		2,354,902	Registered

EXHIBIT D

MASK WORKS

None.

EXHIBIT E

LICENSES

Power Distribution, Inc.

1. Patent License Agreement by and between Square D Company and Power Distribution, Inc. dated December 12, 2002 (the "Square D License Agreement"). Pursuant to this agreement the company has granted to Square D Company the following licenses:
 - (a) a non-exclusive, worldwide, terminable, royalty-bearing license to use, sell, manufacture, have manufactured, import, export and otherwise to commercialize Power Distribution Inc.'s branch circuit monitor product (U.S. Patent Number 6,330,516) and products incorporating the branch circuit monitor product and patented elements of the branch circuit monitor product, to Square D's customers of any tier with the exception of the Danaher Corporation, and any of its affiliated entities in which Danaher Corporation owns or controls a twenty percent (20%) or greater interest in such entity and entities which supply Danaher or its affiliates with electrical equipment, devices, or products; and
 - (b) a non-exclusive, royalty-free, terminable, worldwide license to use, copy, distribute, publish, sell and market works based upon the copyrights pertaining to the branch circuit monitor product, for documents and software used and developed by or for Power Distribution, Inc. and related to the intellectual property licensed to Square D Company under the Agreement.
2. Patent License and Material Supply and Requirements Agreement by and between Power Distribution, Inc., MagneTek Power Technology Systems, Inc. ("MagneTek Power"), and MagneTek, Inc. ("MagneTek") dated April 25, 1994 (the "MagneTek License Agreement"). Pursuant to this agreement Power Distribution, Inc. has granted to MagneTek (i) an exclusive license under the company's U.S. Patent No. 5,206,539 (the "539 Patent") to manufacture and have manufactured transformers covered by one or more claims of the '539 Patent ("Licensed Products"), (ii) an unrestricted license under the '539 Patent to sell Licensed Products to "Authorized Parties" (as defined in the agreement), provided that the right of all Authorized Parties purchasing Licensed Products from MagneTek to use Licensed Products under the '539 Patent is restricted to incorporation and use by all such parties in products sold by all such parties, and (iii) a non-exclusive license under the '539 Patent to use Licensed Products to the extent necessary to develop, test, manufacture and sell the Licensed Products.
3. Power Distribution, Inc. licenses standard off-the-shelf business software products such as Microsoft Office.
4. Sales Collaboration Agreement by and between PDI and AST Modular North America LLC dated January 4, 2011, granting a royalty-free, non-exclusive license to PDI for AST's Patent No. 121 361 89.

Marelco Power Systems, Inc.

None.

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