

MKD  
2-24-99

02-26-1999



100972271

To the Honorable Commissioner of Patents and Trademarks: Please record this document as a Trade Mark hereof.

<p>1. Name of conveying party(ies): Elgar Electronics Corporation</p> <p><input type="checkbox"/> Individuals <input type="checkbox"/> General Partnership - <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation- California <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Bankers Trust Company Internal Address: One Bankers Trust Plaza Street Address: 130 Liberty Street City: New York State: New York ZIP: 10006</p> <p><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 Collateral Agent _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Designations must be a separate document from Assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>3. Nature of conveyance: <b>27</b></p> <p>Assignment <input type="checkbox"/> Merger X Security Agreement <input type="checkbox"/> Change of Name Release</p> <p>Execution Date: 2/2/98</p>	
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 73/673,176 <b>TM</b></p> <p>Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>Trademark Registration No.(s)\</p> <p>972,782 1,207,983</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Meredith Schorr Internal Address: 1155 Avenue of the Americas, Room 2732</p> <p>Street Address: _____ City: New York State: NY ZIP: 10036 Client/matter 1104031-0036 -Andrew Walker</p>	<p>6. Total number of applications and registration involved: <span style="border: 1px solid black; padding: 2px;">3</span></p> <p>7. Total fee (37 CFR 3.41): \$90.00 X Enclosed (enclosed with original submission) Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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**DO NOT USE THIS SPACE**

<p>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></p> <p>Meredith Schorr</p> <p style="text-align: center;">Name of Person Signing</p>	<p style="text-align: center;"><i>Meredith Schorr</i></p> <p style="text-align: center;">Signature</p> <p style="text-align: right;">2/23/99</p> <p style="text-align: right;">Date</p> <p style="text-align: right;">Total number of pages comprising cover sheet: <span style="border: 1px solid black; padding: 2px;">1</span></p>
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OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

02/26/1999 DC0ATES 00000010 73673176

01 FC:481 40.00 UF  
02 FC:482 30.00 UF

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Elgar Electronics Corporation, a California corporation (the "Grantor") with principal offices at 9250 Brown Deer Road, San Diego, California 92121, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 3, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

0000HS40.W51


**TRADEMARK  
REEL: 1861 FRAME: 0213**

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

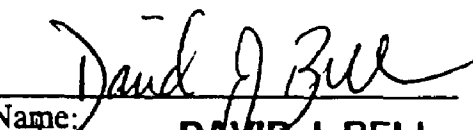
IN WITNESS WHEREOF, the undersigned have executed this Grant as of

the 2<sup>nd</sup> day of February, 1998

ELGAR ELECTRONICS CORPORATION,  
Grantor

By   
Name: Keith Oster  
Title: Secretary

BANKERS TRUST COMPANY,  
as Collateral Agent, Grantee

By   
Name: DAVID J. BELL  
Title: VICE PRESIDENT

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 2<sup>nd</sup> day of February, 1998, before me personally came Keith  
Oster who, being by me duly sworn, did state as follows: that he is  
secretary of ELGAR ELECTRONICS CORPORATION, that he is authorized to  
execute the foregoing Grant on behalf of said corporation and that he did so by authority  
of the Board of Directors of said corporation.

Pamela S. Chattergoon - Ross  
Notary Public

PAMELA S. CHATTERGOON ROSS  
Notary Public, State of New York  
No. 01CH5046869  
Qualified in Queens County  
Commission Expires July 17, 1999

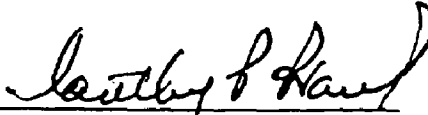
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TRADEMARK  
REEL: 1861 FRAME: 0216

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 2<sup>nd</sup> day of February, 1998, before me personally came \_\_\_\_\_

David J. Bell who, being by me duly sworn, did state as follows: that he is  
\_\_\_\_\_ of Bankers Trust Company that he is authorized to execute the  
foregoing Grant on behalf of said corporation and that he did so by authority of the Board  
of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**BENTLEY P. FRAWL**  
Notary Public, State of New York  
No. 24-4967906  
Qualified in Kings County  
Commission Expires June 4, 1998

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TRADEMARK  
REEL: 1861 FRAME: 0217

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"Sorensen"	972,782	7/6/93
"Sorensen Company"	972,782	7/6/93
"Power Trek"	73,673,176	7/20/87
"Elgar" (with electric plug logo)	1,207,983	9/14/82

02/01/98 3:15pm  
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RECORDED: 02/24/1999

TRADEMARK  
REEL: 1861 FRAME: 0218