

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interests in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		10/03/2005	national banking association:

RECEIVING PARTY DATA	
Name:	MagneTek, Inc.
Street Address:	10900 Wilshire Boulevard
Internal Address:	Suite 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2800972	BRAKETRONIC
Registration Number:	1674071	
Registration Number:	1660597	DSD
Registration Number:	1365377	ELECTROBAR
Registration Number:	1502765	ESTROLENE
Registration Number:	1549941	FABA
Registration Number:	1020160	HESGON
Registration Number:	2223071	HPV
Registration Number:	2937055	IBREAKER
Registration Number:	1557747	IMPULSE
Registration Number:	1540129	M
Registration Number:	2748152	M
Registration Number:	1543256	M MAGNETEK

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Registration Number:	1543255	MAGNETEK
Registration Number:	1570692	MAGNETEK
Registration Number:	2215146	PULSESTAR
Registration Number:	1656124	SBP
Registration Number:	1385077	TCONTROLS
Registration Number:	2923954	AURORA
Registration Number:	2063227	ENERGY ENGINEERED
Registration Number:	1293964	ENERGYGARD
Registration Number:	1256736	E-PLUS
Registration Number:	915075	GOLDEN HOUR
Registration Number:	1260207	MINIGARD
Registration Number:	1256756	VOLTGARD
Serial Number:	78527990	BECAUSE YOUR COMPUTER OPERATIONS ARE VITAL
Serial Number:	78150371	FLEXSITE
Serial Number:	76584506	ALBA
Serial Number:	76639870	I.METER
Serial Number:	76622001	QUATTRO
Serial Number:	76132030	MAGDIGITAL
Registration Number:	1331837	CENTURION
Serial Number:	76638913	MARIN
Registration Number:	2823886	UNCOMMON POWER

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: bmoylan@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	51270-95
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	10/11/2005

Total Attachments: 4

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TRADEMARK

REEL: 003173 FRAME: 0643

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

October 3
TERMINATION AND RELEASE dated as of ~~September~~, 2005, from JPMorgan Chase Bank, N.A., a national banking association and successor by merger to Bank One, NA ("JPMorgan") to MagneTek, Inc, a Delaware corporation (the "Company"), located at 10900 Wilshire Boulevard, Suite 850, Los Angeles, California 90024.

WITNESSETH:

WHEREAS, pursuant to Pledge and Security Agreement dated as of August 15, 2003, in favor of JPMorgan (the "Security Agreement"), a security interest was granted by the Company to JPMorgan in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 4, 2003, at Reel 2818 and Frame 0102; and

WHEREAS, JPMorgan now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this termination and release, JPMorgan hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. JPMorgan hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of JPMorgan in such Trademark Collateral shall hereby cease and become void.

3. Representations and Warranties. JPMorgan represents and warrants that: (i) it has the full power and authority to execute this termination and release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any Security Interest it has against the Trademark Collateral.

4. Further Assurances. JPMorgan hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this termination and release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: Jeffrey W. Swartz
Name: Jeffrey W. Swartz
Title: Vice President

Schedule A

U.S. Trademark Applications

Title	App. No.	Filing Date	Reel/Frame
BECAUSE YOUR COMPUTER OPERATIONS ARE VITAL	78,527,990	12/06/2004	2818/0102
FLEXSITE	78,150,371	08/02/2002	2818/0102
ALBA	76,584,506	03/31/3004	003153/0541
LMETER	76,639,870	06/01/2005	003153/0541
MARIN	76,638,913	05/18/2005	003153/0541
QUATTRO	76,622,001	11/24/2004	003153/0541
MAGDIGITAL	76,132,030	09/13/2000	2818/0102

U.S. Trademark Registrations

Title	Reg. No.	Reg. Date	Reel/Frame
BRACKETRONIC	2,800,972	12/30/2003	2818/0102
<i>DESIGN ONLY</i> (Lightning Bolt)	1,674,071	02/04/1992	2818/0102
DSD	1,660,597	10/15/1991	2818/0102
ELECTROBAR	1,365,377	10/15/1985	2818/0102
ESTROLENE	1,502,765	09/06/1988	2818/0102
FABA	1,549,941	08/01/1989	2818/0102
HESGON	1,020,160	09/09/1975	2818/0102
HPV	2,223,071	02/09/1999	2818/0102

Title	Reg. No.	Reg. Date	Reel/Frame
IBREAKER	2,937,055	03/29/2005	2818/0102 003153/0541
IMPULSE	1,557,747	09/26/1989	2818/0102
M	1,540,129	05/23/1989	2818/0102
M	2,748,152	08/05/2003	2818/0102
M MAGNETEK	1,543,256	06/13/1989	2818/0102
MAGNETEK	1,543,255	06/13/1989	2818/0102
MAGNETEK	1,570,692	12/12/1989	2818/0102
PULSESTAR	2,215,146	12/29/1998	2818/0102
SBP	1,656,124	09/10/1991	2818/0102
TCONTROLS	1,385,077	03/04/1986	2818/0102
UNCOMMON POWER	2,823,886	03/16/2004	2818/0102
CENTURION	1,331,837	04/23/1985	2818/0102
AURORA	2,923,954	02/01/2005	003153/0541
MISCELLANEOUS DESIGN	1,674,071	02/04/1992	2818/0102
ENERGY ENGINEERED	2,063,227	05/20/1997	2818/0102
ENERGYGARD	1,293,964	09/11/1984	2818/0102
E-PLUS	1,256,736	11/08/1983	2818/0102
GOLDEN HOUR	915,075	06/15/1971	2818/0102
MINIGARD	1,260,207	12/06/1983	2818/0102
VOLTGARD	1,256,756	11/08/1983	2818/0102

COLLIMBUS/1256090 v.02