

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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

- Individual(s)
- General Partnership
- Corporation-State California
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Confirmation of Trademark Security Agreement
- Merger
- Change of Name

Execution Date: June 27, 2003

2. Name and address of receiving party(ies)

Name: U.S. Bank of National Association

Internal Address: ATTN: Corporate Trust Department

Street Address: 180 East Fifth Street

City: St. Paul State: MN Zip: 55101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
76/351996 76/351976 76/433288

2624856 2548824
B. Trademark Registration No.(s) 2624857 2548822
2551585 2596187 2684819 972782 2713410

Additional number(s) attached Yes No 2203753 2548827 2548823

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elaine D. Ziff, Esq.

Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP

Street Address: Four Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41).....\$ 390.00

- Enclosed
- Authorized to be charged to deposit account


8. Deposit account number:

19-2385 (Our Ref: 010020-13)

DO NOT USE THIS SPACE

9. Signature.

Elaine D. Ziff
Name of Person Signing


Signature

July 16, 2003
Date

Total number of pages including cover sheet, attachments, and document:

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

CH \$390.00 192385 76351996

**CONFIRMATION OF
TRADEMARK SECURITY AGREEMENT**

This CONFIRMATION OF TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of June 27, 2003, by Elgar Electronics Corporation, a California corporation ("**Grantor**"), in favor of U.S. Bank National Association ("**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, Grantor, the guarantors party thereto, the lenders party thereto (the "**Lenders**"), and the Collateral Agent have entered into an Amended and Restated Loan Agreement, dated as of June 27, 2003 (together with all Annexes, Exhibits and Schedules thereto and as amended, amended and restated, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**"), which amends and restates in full the Loan Agreement dated as of April 16, 2003 (the "**Original Loan Agreement**");

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of April 16, 2003, 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 granted 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 Trademark Collateral (as defined below);

WHEREAS, pursuant to a Trademark Security Agreement, dated as of April 16, 2003 ("**Trademark Security Agreement**"), Grantor granted a security interest and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement, including, but not limited to, Grantor's right, title and interest in, to and under the registrations and applications on Schedule I hereto); and

WHEREAS, in connection with the amendment and restatement of the Original Loan Agreement pursuant to the Loan Agreement, the Grantor has requested that the Collateral Agent consent to certain conforming changes to the Security Agreement.

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 Loan Agreement.
2. **CONFIRMATION.** Grantor hereby agrees and confirms, both before and after giving affect to the amendment and restatement of the Original Loan Agreement pursuant to the Loan Agreement, that it is a party to and is bound by the Trademark Security Agreement as a grantor of Trademark Collateral under the Trademark Security Agreement. The Trademark Security Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Trademark Security Agreement and all of the Trademark Collateral described therein do and shall continue to secure the payment of all Obligations under and as defined in the Loan Documents. Grantor hereby further agrees that (i) the loans made to the Grantor by the Lenders and all Obligations owing to the Lenders under the Loan Agreement and the other Loan Documents shall be subject to and shall benefit from all of the provisions of the Trademark Security Agreement, and (ii) the

Lenders under the Loan Agreement are "Lenders" under the Trademark Security Agreement.

3. **SEVERABILITY**. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

4. **GOVERNING LAW**. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this 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: CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)
COUNTY OF San Diego) ss.

On this 26th day of June, 03 before me personally appeared John P. 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.



Kimberly M. Dvorak
Notary Public

{seal}

[signatures continued on next page]

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION

By: Lori Anne Rosenberg
Name: Lori Anne Rosenberg
Title: Assistant Vice President

SCHEDULE I
 to
 CONFIRMATION OF TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date (Filing Date)</u>	<u>Registration Number (Serial Number)</u>
Elgar Electronics Corporation	United States	ELGAR	(12/21/01)	(76/351,996)
Elgar Electronics Corporation	United States	ELGAR (stylized)	(12/21/01)	(76/351,976)
Elgar Electronics Corporation	United States	SMARTWAVE	9/24/02	2,624,856
Elgar Electronics Corporation	United States	SW	3/19/02	2,548,824
Elgar Electronics Corporation	United States	TW	9/24/02	2,624,857
Elgar Electronics Corporation	United States	EW	3/19/02	2,548,822
Elgar Electronics Corporation	United States	GUPS	3/26/02	2,551,585
Elgar Electronics Corporation	United States	CONTINUOUSWAVE	7/16/02	2,596,187
Elgar Electronics Corporation	United States	CW	2/4/03	2,684,819
Elgar Electronics Corporation	United States	SORENSEN	11/13/73	972,782
Elgar Electronics Corporation	United States	POWER TEN	(7/23/02)	(76/433,288)
Elgar Electronics Corporation	United States	POWER TEN (stylized)	5/6/03	2,713,410
Elgar Electronics Corporation	United States	POWER TEN INC. and Devices	11/17/98	2,203,753

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date (Filing Date)</u>	<u>Registration Number (Serial Number)</u>
Corporation	States	Design		
Elgar Electronics Corporation	United States	ELGAR	3/19/02	2,548,827
Elgar Electronics Corporation	United States	ELGAR (stylized)	3/19/02	2,548,823
Elgar Electronics Corporation	United States	elgar.com	11/10/95 (expires 11/9/05)	N/A
Power Ten, Inc.	United States	powerten.com	8/18/95 (expires 8/19/03)	N/A