

FORM PTO-1594 (Modified)
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Attorney Docket No.: 57818-0016

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Elgar Electronics Corporation (a California corporation)

2. Name and address of receiving party(ies):

Capitalsource Finance LLC
(a Delaware limited liability company)

Address: 4445 Willard Avenue, 12th Floor
Chevy Chase, MD 20815

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: March 8, 2004

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: a Delaware limited liability company

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No
(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

B. Trademark Registration Nos.:

2,781,232	2,548,827
2,796,705	2,548,823
2,624,856	2,548,824
2,624,857	2,551,585
2,548,822	2,596,187
2,684,819	972,782
2,788,297	2,713,410
2,203,753	

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

Cathleen F. Baraloto
Senior Paralegal
ATTN.: TMSU
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, D.C. 20004

Telephone: 202-739-5399
Facsimile: 202-739-3001
E-mail: cbaraloto@morganlewis.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
14 x \$25.00 = \$ 350.00
 Total \$ 390.00

Authorized to be charged to deposit account

8. Deposit account number: 13-4520

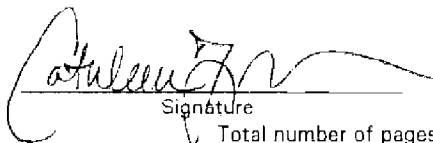
CH \$390.00 134520 2781232

DO NOT USE THIS SPACE

9. Statement and signature

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.

Cathleen F. Baraloto
Name of Person Signing


Signature

April 9, 2004
Date

Total number of pages including cover sheet, attachments and document: 10

TRADEMARK

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of March 8, 2004, by ELGAR ELECTRONICS CORPORATION, a California corporation (the "**Grantor**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders under the Loan Agreement described below (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof among Elgar Holdings, Inc., the Grantor, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Grantor thereunder, the Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, and its

grant to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following (herein referred to as “**Intellectual Property Collateral**”):

(a) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto; and

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(iii) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (b) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

(b) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule II hereto; and

(i) all renewals, reissues, continuations or extensions of the foregoing;

and

(ii) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License; and

(c) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule III hereto; and

(i) all renewals, reissues, continuations or extensions of the foregoing;

and

(ii) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELGAR ELECTRONICS CORPORATION

By: 
Name: John P. Mei
Title: Chief Financial Officer

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name:
Title:

ELGAR ELECTRONICS CORPORATION

STATE OF CALIFORNIA

COUNTY OF San Diego) ss.

On 3/1/04, before me, Kimberly M. Dvorak, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared John P. Mei
Name of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Kimberly M. Dvorak, Notary Public
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

CFO

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgement of Intellectual Property Lien

Title or Type of Document

Number of Pages

Date of Document

NONE

Signer(s) Other Than Named Above

Signer is Representing:
Name of Person(s) or Entity(ies)
Elgar Electronics Corporation

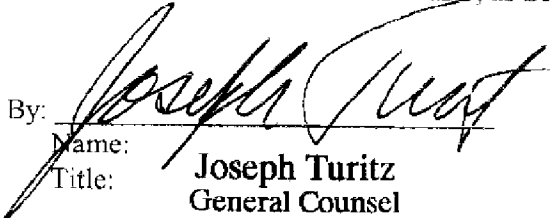
IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELGAR ELECTRONICS CORPORATION

By: _____
Name: John P. Mei
Title: Chief Financial Officer

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: _____
Title: **Joseph Turitz**
General Counsel

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No. (Serial No)</u>
Elgar Electronics Corporation	"ELGAR"	11/11/03	Active	2,781,232
Elgar Electronics Corporation	"ELGAR"	3/19/02	Active	2,548,827
Elgar Electronics Corporation	"ELGAR" (Stylized)	12/23/03	Active	2,796,705
Elgar Electronics Corporation	"ELGAR" (Stylized)	3/19/02	Active	2,548,823
Elgar Electronics Corporation	"SMARTWAVE"	9/24/02	Active	2,624,856
Elgar Electronics Corporation	"SW"	3/19/02	Active	2,548,824
Elgar Electronics Corporation	"TW"	9/24/02	Active	2,624,857
Elgar Electronics Corporation	"GUPS"	3/26/02	Active	2,551,585
Elgar Electronics Corporation	"EW"	3/19/02	Active	2,548,822
Elgar Electronics Corporation	"CONTINUOUSWAVE"	7/16/02	Active	2,596,187
Elgar Electronics Corporation	"CW"	2/4/03	Active	2,684,819
Elgar Electronics Corporation	"SORENSEN"	11/13/73	Active	0,972,782
Elgar Electronics Corporation	"POWERTEN"	12/2/03	Active	2,788,297
Elgar Electronics Corporation	"POWERTEN" (Stylized)	5/6/03	Active	2,713,410
Elgar Electronics Corporation	"POWER TEN INC." (and design)	11/17/98	Active	2,203,753

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

Including Name of Agreement, Parties and Date of Agreement

None.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Including Copyright Reg. No. and Date

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

<u>Grantor</u>	<u>Patents</u>	<u>Issued Date</u>	<u>Status</u>	<u>Patent No.</u>
Elgar Electronics Corporation	"Overvoltage Protection Circuit"	5/29/01	Active	6,239,961
Elgar Electronics Corporation (formerly owned by Power Ten, Inc.)	"Internally Programmable Modular Power Supply and Method"	6/29/99	Active	5,917,719

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

Including Name of Agreement, Parties and Date of Agreement

None.