

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Artesyn Technologies, Inc.		11/22/2013	CORPORATION: FLORIDA
Emerson Network Power - Embedded Computing, Inc.		11/22/2013	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	333 South Hope Street 13th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2238583	ARTESYN
Registration Number:	2277389	ARTESYN
Registration Number:	3388682	CENTELLIS
Registration Number:	3696676	COMSTRUCT
Registration Number:	2971749	KATANA
Registration Number:	3423304	KOSAI
Registration Number:	2957553	SPIDERWARE
Registration Number:	4020030	SRSTACKWARE
Registration Number:	2745701	STACKWARE

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com
Correspondent Name: Elaine Carrera Legal Assistant
Address Line 1: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine carrera legal assistant
Signature:	/Marina Kelly Thomson Reuters/
Date:	11/26/2013

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Artesyn Technologies, Inc.
- 2. Emerson Network Power - Embedded Computing, Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. FL 2. WI
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 22, 2013

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as collateral agent

Street Address: 333 South Hope Street, 13th Floor

City: Los Angeles

State: CA

Country: USA Zip: 90017

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 22, 2013

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Artesyn Technologies, Inc., a Florida corporation, with principal offices at 5810 Van Allen Way, San Diego, CA 92008 and Emerson Network Power – Embedded Computing, Inc., a Wisconsin corporation, with principal offices at 2900 S. Diablo Way, Suite 190, Tempe, AZ 85282 (each a “Grantor” and collectively, the “Grantors”) hereby pledge and grant (this “Grant”) to Bank of America, N.A., as Collateral Agent, with principal offices at 333 South Hope Street, 13th Floor, Los Angeles, CA 90017, (the “Grantee”), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of each Grantor in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, (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 (but prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the “Mark Collateral”). Notwithstanding the foregoing in no event shall Mark Collateral include any “intent to use” Mark application for which a statement of use has not been filed (but only until such statement is filed and accepted by the United States Patent and Trademark Office whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Mark Collateral).

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of each Grantor, as such term is defined in the Security Agreement among the Grantors, the other Grantors from time to time party thereto and the Grantee, dated as of November 22, 2013 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

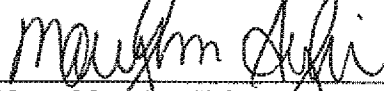
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated 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.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of Intercreditor Agreement shall govern.


[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.


ARTESYN TECHNOLOGIES, INC., Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President

ASTECH AMERICA LLC., Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President

EMERSON NETWORK POWER – EMBEDDED
COMPUTING, INC., Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President

BANK OF AMERICA, N.A.,
as Collateral Agent and Grantee

By: _____
Name:
Title:

[Grant of Security Interests in US Trademarks]

Bank of America, N.A.,
as Collateral Agent and Grantee

By: _____

Name: Stephen J. King


Title: Senior Vice President

[Grant of Security Interests in US Trademarks]

TRADEMARK
REEL: 005162 FRAME: 0014

SCHEDULE A

Mark Registrations and Applications:

Mark	Filing Date	Reg. No.	Reg. Date	Owner
ARTESYN	1/9/1998	2238583	4/13/1999	Artesyn Technologies, Inc.
ARTESYN (Stylized) 	1/20/1998	2277389	9/14/1999	Artesyn Technologies, Inc.

Mark	Filing Date	Reg. No.	Reg. Date	Owner
CENTELLIS	7/16/2007	3388682	2/26/2008	Emerson Network Power - Embedded Computing, Inc.
COMSTRUCT	6/6/2008	3696676	10/13/2009	Emerson Network Power - Embedded Computing, Inc.
KATANA	2/20/2003	2971749	7/19/2005	Emerson Network Power - Embedded Computing, Inc.
KOSAI	4/25/2005	3423304	5/6/2008	Emerson Network Power - Embedded Computing, Inc.
SPIDERWARE	2/20/2003	2957553	5/31/2005	Emerson Network Power - Embedded Computing, Inc.
SRSTACKWARE	10/23/2009	4020030	8/30/2011	Emerson Network Power - Embedded Computing, Inc.
STACKWARE	6/12/2000	2745701	8/5/2003	Emerson Network Power - Embedded Computing, Inc.