



05-27-1998

Express Mail No.: TB 686 625 654 US

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100719010

To the Honorable Commissioner of Patent and Trademark Attached original documents or copy thereof.
Box Assignment, Washington, DC 20231

<p>1. Name of conveying party(ies): <u>Transamerica Business Credit Corporation</u> 5-15-98</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware</p> <p><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Talley Manufacturing and Technology, Inc.</u> Internal Address: _____ Street Address: <u>2702 N. 44th Street</u> City <u>Phoenix</u> State <u>AZ</u> ZIP _____</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State of Delaware _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Type of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Other <u>Termination and Release of Security Interests</u></p> <p><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p>Effective Date: <u>January 22, 1998</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>NONE</u></p>	<p>B. Trademark registration No.(s) <u>1,154,193 PROGRESS THROUGH TEAMWORK</u> ✓</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><u>PENNIE & EDMONDS LLP</u> <u>1155 Avenue of the Americas</u> <u>New York, NY 10036</u></p> <p>Attn.: <u>Nancy A. Zoubek, Esq.</u></p> <p>File No.: <u>3756-083-999</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u></p> <p>Please charge this amount and any other necessary fees to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p>
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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.

<p><u>Nancy A. Zoubek</u> Name of Person Signing</p>	<p><u>[Signature]</u> Signature</p>	<p><u>May 15, 1998</u> Date</p>
<p>Total number of pages comprising cover sheet: <u>7</u></p>		

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

05/26/1998 TTON11 00000115 161150 1154193
01 FC:481 40.00 CH

TRADEMARK
REEL: 1729 FRAME: 0853

PENY4-69946.1

**TERMINATION AND RELEASE OF SECURITY
INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is granted and made effective as of January 22, 1998 by TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Agent") and TALLEY MANUFACTURING AND TECHNOLOGY, INC., a Delaware Corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Grantor and the Agent, in its capacity as collateral agent for various lenders, entered into a Patent, Trademark and Copyright Security Interest Agreement, dated as of October 22, 1993 (the "Agreement"), pursuant to which Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the Intellectual Property, as defined in the Agreement (collectively, the "Released Intellectual Property");

WHEREAS, a security interest was recorded with the United States Patent and Trademark Office on November 4, 1993 on Reel/Frame Numbers 6752/0667 with respect to the patents and patent applications listed on Schedule A attached hereto and on Reel/Frame Numbers 1060/364 with respect to the trademarks and trademark applications listed on Schedule B attached hereto (collectively, the "Scheduled Intellectual Property");

WHEREAS, Grantor has fulfilled its obligations and has requested that the Agent terminate all security interests in and liens on all Released Intellectual Property, including without limitation the Scheduled Intellectual Property; and

WHEREAS, the Agent is willing to release such security interests and liens;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agent re-grants, re-conveys, re-assigns, re-transfers and releases to the Grantor whatever rights, title and interest, if any, in and to the Released Intellectual Property, including but not limited to each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the patents and trademarks set forth, respectively, on Schedules A and B, attached hereto, together with the goodwill of the business symbolized by each trademark and the registrations of and applications for each patent, trademark and copyright, it being understood that the Agent's right, title, and interest, if any, in and to the Released Intellectual Property is solely that of a secured party pursuant to the Agreement. The Agent will execute and deliver to the Grantor all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interests in the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property that were granted by the Grantor under the Agreement, in a form and on terms reasonably satisfactory to the Grantor, to release the Agent's lien, security interest and encumbrance against the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property and the goodwill symbolized by the trademarks, and including the right, if any, to all re-issues, extensions or renewals thereof and to recover for all past, present and future infringement thereof and royalties and other monies relating thereto, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. The Agent agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor relating to the Released Intellectual Property, including, but not limited to the Scheduled Intellectual Property, under the Agreement.

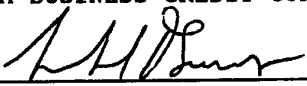
3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

4. This Release may be executed in two counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

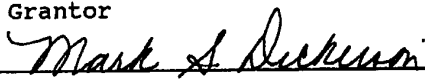
IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by a duly authorized officer and made effective as of the date first set forth above.

Dated:

TRANSAMERICA BUSINESS CREDIT CORPORATION,
as Agent


By: 
Name: Michael S. Burns
Title: Sr. Vice President

TALLEY MANUFACTURING AND TECHNOLOGY, INC.
as Grantor

By: 
Name: Mark S. Dickerson
Title: Assistant Secretary

STATE OF Connecticut)
) ss:
COUNTY OF Hartford)

On this 8th day of April, 1998 before me appeared Michael S. Burns, who, being by me duly sworn, deposes and says that he/she is the Sr. Vice Pres. of Transamerica Business Credit Corporation, and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.



Notary Public

PAUL J. DUOSKO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1999

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 17TH day of APRIL, 1998 before me appeared MARK S. DICKERSON, who, being by me duly sworn, deposes and says that he/she is the SECRETARY of Talley Manufacturing And Technology, Inc. and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.



Notary Public

MY COMMISSION EXPIRES
AUGUST 8, 1999

Schedule A

TALLEY MANUFACTURING AND TECHNOLOGY, INC.

PATENTS AND PATENT APPLICATIONS

Country	Patent No.	Issued	Serial No.	Filed	Expires	Invention
US	4,945,495 (as exclusive license)	7-31-90	314,467	2-22-89	7-31-07	Resonant Switching Converter

Schedule B

TALLEY MANUFACTURING AND TECHNOLOGY, INC.

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Expires</u>	<u>Trademark</u>
US	1,154,193	5-12-81	192,851	11-13-78	5-12-01	PROGRESS THROUGH TEAMWORK

TRADEMARK

REEL: 1729 FRAME: 0859

RECORDED: 05/15/1998

