

MKD
2-24-99

02-26-1999



Form PTO-1594 1-31-92 RECORDATION FORM CO. TRADEMARKS ON OF COMMER rk Office

100972271

To the Honorable Commissioner of Patents and Trademarks: Please record this document as a trademark application hereof.

1. Name of conveying party(ies): Elgar Electronics Corporation
 Individuals
 General Partnership -
 Corporation- California
Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies):
Name: Bankers Trust Company
Internal Address: One Bankers Trust Plaza
Street Address: 130 Liberty Street
City: New York State: New York ZIP: 10006
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other Collateral Agent

3. Nature of conveyance: 27
Assignment
X Security Agreement
Release
 Merger
 Change of Name
Execution Date: 2/2/98

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)
73/673,176 TM
Additional numbers attached? Yes X No

Trademark Registration No.(s)\
972,782
1,207,983

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Meredith Schorr
Internal Address: 1155 Avenue of the Americas, Room 2732
Street Address:
City: New York State: NY ZIP: 10036
Client/matter 1104031-0036 -Andrew Walker

6. Total number of applications and registration involved: 3
7. Total fee (37 CFR 3.41): \$90.00
X Enclosed (enclosed with original submission)
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.
Meredith Schorr
Name of Person Signing
Signature: Meredith Schorr
Date: 2/23/99
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

02/26/1999 DC0ATES 00000010 73673176

01 FC:481 40.00 UF
02 FC:482 30.00 UF

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Elgar Electronics Corporation, a California corporation (the "Grantor") with principal offices at 9250 Brown Deer Road, San Diego, California 92121, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (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 for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 3, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

0000HS40.W51

**TRADEMARK
REEL: 1861 FRAME: 0213**

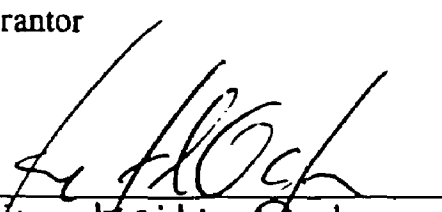
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, 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.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of

the 2nd day of February, 1998

ELGAR ELECTRONICS CORPORATION,
Grantor

By


Name: Keith Oster
Title: Secretary

BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By


Name: DAVID J. BELL
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of February, 1998, before me personally came Keith
Oster who, being by me duly sworn, did state as follows: that he is
secretary of ELGAR ELECTRONICS CORPORATION, that he is authorized to
execute the foregoing Grant on behalf of said corporation and that he did so by authority
of the Board of Directors of said corporation.

Pamela S. Chattergoon - Ross
Notary Public

PAMELA S. CHATTERGOON ROSS
Notary Public, State of New York
No. 01CH5046869
Qualified in Queens County
Commission Expires July 17, 1999

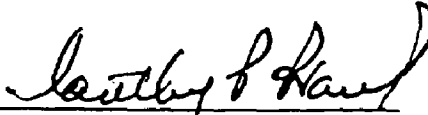
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TRADEMARK
REEL: 1861 FRAME: 0216

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 2nd day of February, 1998, before me personally came _____

David J. Bell who, being by me duly sworn, did state as follows: that he is
_____ of Bankers Trust Company that he is authorized to execute the
foregoing Grant on behalf of said corporation and that he did so by authority of the Board
of Directors of said corporation.



Notary Public

BENTLEY P. FRAWL
Notary Public, State of New York
No. 24-4967906
Qualified in Kings County
Commission Expires June 4, 1998

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TRADEMARK
REEL: 1861 FRAME: 0217

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"Sorensen"	972,782	7/6/93
"Sorensen Company"	972,782	7/6/93
"Power Trek"	73,673,176	7/20/87
"Elgar" (with electric plug logo)	1,207,983	9/14/82

02/01/98 3:15pm
0000HS40.W51