

01-25-2001

SPC-282US



TRADEMARK ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORL

101592882

TRADEMARKS ONLY

1-12-01

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

1. Name of conveying party(ies): Constellation Energy Group

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

Additional name(s) of conveying party(ies) attached? YES NO

3. Nature of Conveyance:

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

Execution Date: 12/31/99

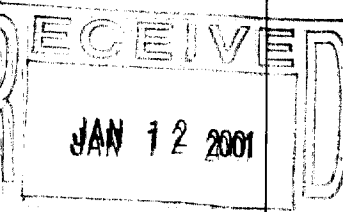
2. Name and address of receiving party(ies):

Name: Silicon Power Corporation
Internal Address: 252 Welsh Pool Rd
Street Address: _____

City: Exton State: PA ZIP: 19341

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

If Assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? YES NO



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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application Number(s) _____

B. Trademark Registration No.(s) 2014482

Additional number(s) attached? YES NO

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

Name: Jacques L. Etkowicz

Internal Address: Ratner & Prestia

Street Address: Suite 301, One Westlakes, Berwyn,
P.O. Box 980

City: Valley Forge State: PA ZIP: 19482-0980

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **18-0350**
(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.

Jacques L. Etkowicz
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

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

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EQUIPMENT PURCHASE AGREEMENT

Handwritten initials and date '7/1' above the main text.

This Equipment Purchase Agreement (the "Agreement") is entered into this 7/1 day of December, 1999 to be effective as of December 31, 1999 (the "Effective Date") by and between Constellation Energy Source, Inc., a Delaware corporation ("CES") and Silicon Power Corporation, a Pennsylvania corporation ("SPCO").

WHEREAS, CES and SPCO entered into an Exclusive Distribution Agreement, dated September 9, 1998, pursuant to which SPCO appointed CES as the exclusive distributor of certain products manufactured by SPCO (the "Distribution Agreement"), and CES purchased certain equipment from SPCO for distribution; and

WHEREAS, CES wishes to sell back to SPCO, and SPCO wishes to purchase from CES, certain of the equipment previously purchased by CES from SPCO under the Distribution Agreement; and

WHEREAS, CES wishes to assign to SPCO, and SPCO wishes to acquire, CES's rights in a certain trademark.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale. On the terms and conditions set forth herein, on the Effective Date, CES shall sell, transfer, and convey to SPCO, and SPCO shall purchase from CES, in its "as is" physical condition, the following equipment previously purchased by CES from SPCO (hereinafter referred to as the "Equipment"):

<u>Quantity</u>	<u>Description</u>
6	15 kV, 600A MVSTS Preferred/Alternate configuration with short circuit rating of 9kA
1	15 kV, 600A MVSTS Split Bus configuration with short circuit rating of 9kA
1	15 kV, 600A MVSTS Mobile Unit Split Bus configuration with short circuit rating of 18kA

2. Payment Terms. SPCO shall pay CES, without notice or demand, the amount of \$575,000.00 plus six percent (6%) interest on unpaid amounts for a total purchase price of \$592,250.00 (the "Purchase Price"). The Purchase Price shall be payable by SPCO as follows:

- \$115,000.00, due and payable no later than 30 days after the Effective Date.
- \$116,725.00, due and payable no later than March 31, 2000.
- \$118,450.00, due and payable no later than June 30, 2000.
- \$120,175.00, due and payable no later than September 30, 2000.
- \$121,900.00, due and payable no later than December 31, 2000.

SPCO shall be responsible for all sales and use tax on the Equipment. Installments of the Purchase Price shall be paid to CES at the address provided in Section 6 below. If SPCO fails to pay any installment of

the Purchase Price when due and payable as provided herein (a "Payment Default"), the entire unpaid balance of the Purchase Price shall accrue interest at the rate of eighteen percent (18%) per annum. If SPCO fails to cure such Payment Default (including the payment to CES of all accrued interest at the rate provided herein) within thirty (30) days of the original due date, SPCO hereby authorizes any attorney designated by CES or any clerk of any court of record to appear for SPCO in any court of record and to confess judgment without prior hearing against SPCO in favor of CES for and in the amount of the entire unpaid Purchase Price, plus interest at the rate of eighteen (18%) per annum on the unpaid Purchase Price, plus attorney's fees of fifteen percent (15%) of the unpaid Purchase Price.

3. Delivery of the Equipment. Upon CES's receipt of the first installment of the Purchase Price referenced above, CES shall make the Equipment available to SPCO for pickup at the following address: (a) the first seven items of Equipment referenced in Section 1 above shall be available F.O.B. Baltimore Gas and Electric Company's ("BGE's") facility at Waugh Chapel Substation, and (b) the last item referenced in Section 1 above (Mobile Unit) shall be available F.O.B. BGE's facility at Rutherford Business Center - Transportation Building. SPCO shall bear all costs and expenses associated with loading and transporting the Equipment from these locations. Risk of loss shall pass to SPCO upon receipt by CES of the first installment of the Purchase Price. SPCO shall provide CES with reasonable prior notice of when it intends to pick up the Equipment, and CES shall provide for CES personnel to be available to arrange for access to BGE's facilities.

4. Transfer of Name. For one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, effective on the Effective Date, CES shall assign, sell, and transfer unto SPCO the entire right, title, and interest in and to the United States Trademark Registration No. 2014482, issued November 5, 1996, for the mark "PowerDigm" (the "Mark"), the trademark shown in such registration together with the goodwill of the business symbolized by such Mark, and the right to conduct business under such Mark. If, after the date of this Agreement, CES determines that it has any right or interest in the name "Silicon Power Networks", CES shall assign and transfer such right and interest to SPCO.

5. NO WARRANTY. CES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR THE MARK, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, DAMAGES TO PERSON OR PROPERTY, OR OTHER DAMAGES OR EXPENSES CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR USE OF THE MARK.

6. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered by hand or certified mail, return receipt requested, postage prepaid, (b) when transmitted by telecopier, or (c) when received if sent by overnight courier, addressed as follows:

If to CES:

Constellation Energy Source
Attn: Ed Wilson
111 Market Place, Suite 510
Baltimore, MD 21202

If to SPCO:

John Schwartzberg
Vice President, Industrial Power Division
Silicon Power Corporation
252 Welsh Pool Road
Exton, PA 19341

Phone: (610) 524-1200 x378
Fax: (610) 524-8700
Email: john_schwartzberg@siliconpower.com

Or to such other address or telecopier number as either party may specify from time to time by written notice hereunder.

7. Assignments. This Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and its successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, except that CES may assign this Agreement to a "related party" without obtaining such consent. For purposes of this Agreement, "related party" means (a) a surviving or successor company to CES in the event of a merger or consolidation, (b) a company owned by CES, (c) a company that owns CES, or (d) a company that is owned by another company which also owns CES; in clauses (b), (c), and (d) "owned" or "owns" includes direct or indirect ownership.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (without regard to the conflicts of law principles thereof).

9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

10. Entire Agreement. This Agreement constitutes the complete agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties and their affiliates relating to the subject matter hereof.

11. Amendments. This Agreement may not be amended, supplemented, or otherwise modified, except by a written instrument signed by each of the parties hereto.

12. No Waivers. No provision of this Agreement may be waived except by a written instrument signed by each of the parties hereto.

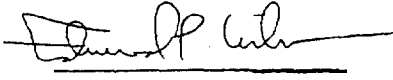
13. Headings. The headings of the sections of this Agreement are for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Agreement.

14. Severability. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

WITNESS:

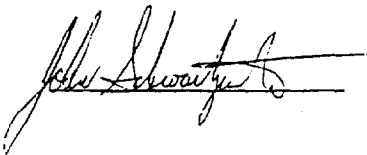
CONSTELLATION ENERGY SOURCE, INC.



By: Gregory S. Jarosinski (SEAL)
Name: Gregory S. Jarosinski
Title: Vice President

WITNESS:

SILICON POWER CORPORATION



By: Harshad Mehta (SEAL)
Name: Harshad Mehta
Title: President
Silicon Power Corp