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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Elgar Electronics Corporation 9250 Brown Deer Road San Diego, CA 92121

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Bankers Trust Company Internal Address: 130 Liberty Street

Street Address: City: New York State: NY Zip: 10006

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Commercial Bank

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Grant of Security Interest

Execution Date: Nov. 20, 2001

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

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Danice Kowalczyk, Esq.

Internal Address: White & Case

Street Address: 1155 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 23-1705

(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.

Danice Kowalczyk, Esq.

Name of Person Signing

Signature

12/18/01

Date

Total number of pages including cover sheet, attachments, and document: 7

12/27/2001 LMUELLER 00000055 75791375

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

01 FC:481 02 FC:482

40.00 DP 175.00 DP

SCHEDULE OF TRADEMARKS

Summary of Trademarks

Corporation	Mark	Registration/Applicati on Number	Date of Filing
Elgar Electronics Corporation	"GUPS"	75/791,375	09/02/99
Elgar Electronics Corporation	"Elgar"	75/791,227	09/02/99
Elgar Electronics Corporation	"SW"	75/791,012	09/02/99
Elgar Electronics Corporation	"Elgar" (stylized)	75/791,011	09/02/99
Elgar Electronics Corporation	"EW"	75/791,010	09/02/99
Elgar Electronics Corporation	"CW"	75/789,635	09/01/99
Elgar Electronics Corporation	"Continuouswave"	75/789,634	09/01/99
Elgar Electronics Corporation	"EC"	851,351	08/29/66 - expired

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Elgar Electronics Corporation (the "Grantor") with principal offices at 9250 Brown Deer Road, San Diego, CA 92121, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 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 (the "Marks") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, and (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 and amended and restated as of May 29, 1998 (and as further amended 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 Grantor an instrument in writing releasing the security interest in the Marks 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.

* * *

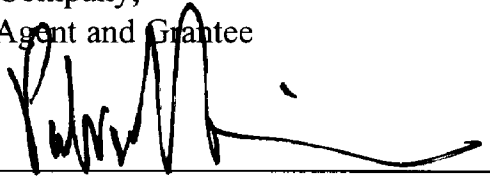
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

20th day of November, 2001.

Elgar Electronics Corporation, Grantor

By 
Name: CHRIS W. KELFORD
Title: CFO

Bankers Trust Company,
as Collateral Agent and Grantee

By 
Name:
Title: **Patrick Dowling
Vice President**

STATE OF CALIF)
) ss:
COUNTY OF SAN DIEGO

On this 20th day of NOV 2001, before me personally ^{MARGARET ANNE LEE} ~~came~~ APPEARED

CHRIS KELFO who, being by me duly sworn, did state as follows: that [s]he is CFO of Elgar Electronics Corporation, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Margaret Anne Lee
Notary Public

