

12/19/01

12-27-2001



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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): Banque Indosuez, New York branch 1211 Avenue of the Americas New York, NY 10036

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

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

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

Execution Date: Feb. 3, 1998

2. Name and address of receiving party(ies) Name: Elgar Electronics Corporation Internal Address: 9250 Brown Deer Road

Street Address: City: San Diego State: CA Zip: 92121

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

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) 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: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- 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: 6

12/27/2001 LMUELLER 00000058 972782

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

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Schedule B

1. U.S. Trademark Registrations:

<u>Trademark Name</u>	<u>Ser #</u>	<u>File Date</u>	<u>Renewal Date</u>	<u>Reference</u>
Sorensen	972,782	05-May-93	05-May-03	
Power Trek [®]	73/673,176	20-Jul-87	20-Jul-07	Diego Power
Elgar		20-Mar-87	20-Mar-97	China, Spain
Elgar and Design ^{**}	1,207,963	14-Sep-82	14-Sep-02	

* This Trademark has expired.

** The U.S. Patent and Trademark Office has stated that the file for this trademark has been destroyed.

RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (the "Release"), dated as of February 3, 1998, made by Credit Agricole Indosuez (formerly known as Banque Indosuez, New York Branch), as Collateral Agent ("Collateral Agent"), in favor of Elgar Electronics Corporation (the "Pledgor").

R E C I T A L S :

A. The Pledgor and Collateral Agent entered into a certain Borrower Intellectual Property Security Agreement, dated as of April 4, 1996 (the "Agreement"; capitalized terms used herein and not defined shall have the meanings set forth in the Agreement), pursuant to which the Pledgor granted to Collateral Agent a lien on and security interest in certain Pledged Collateral owned by the Pledgor.

B. In accordance with the terms of the Agreement, the Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, the Pledgor has requested and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant to the Agreement.

A G R E E M E N T :

Collateral Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by the Pledgor pursuant to the Agreement in all Pledged Collateral, including, without limitation, the Patents identified on Schedule A annexed hereto and the Trademarks identified on Schedule B annexed hereto and any reissues, extensions and re-examinations thereof (collectively, the "Released Collateral"), and all liens, security interests, charges or other encumbrances in favor of Collateral Agent in the Released Collateral shall hereby terminate and revert to the Pledgor and all right, title and interest of Collateral Agent in the Released Collateral will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as
of the date first written above.

CREDIT AGRICOLE INDOSUEZ,
as Collateral Agent

By: *Murray Kenyon*
Name: Murray Kenyon
Title: First Vice President

By: *Patricia Frankel*
Name: PATRICIA FRANKEL
Title: FIRST VICE PRESIDENT

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 2nd day of February, 1998, before me appeared Murray Kenney and Patricia Frankel, to me personally known, who being by me duly sworn, did say that they are the First Vice President and First Vice President, respectively, of Credit Agricole Indosuez, a bank and that said instrument was signed on behalf of said bank by authority of its Board of Directors, and said bank acknowledged said instrument to be the free act and deed of said bank.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my notarial seal at my office in New York County, New York, the day and year last above written.



MICHAEL F. WALSH
Notary Public, State of New York
No. 31-4984658
Qualified in New York County
Commission Expires July 29, 1999

Schedule A

1. U.S. Patent Registrations:

<u>Patent #</u>	<u>Ser #</u>	<u>File Date</u>	<u>Renewal Date</u>	<u>Reference</u>
4,626,979	06704336	02-Dec-94	02-Dec-94	Diego Power expired

2. Pending Applications for U.S. Patents:

None.

3. Pending Applications for U.S. Patents in which Debtor has a partial legal interest:

None.