

Form PTO-1594
(rev 3/1)RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU. S. Department of Commerce
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
450 Park Avenue, 28th Floor
New York, NY 10022 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - **California**
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

U.S. BANK NATIONAL ASSOCIATION
180 East Fifth Street
St. Paul, MN 55101 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other - **National Banking Association**
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:Execution Date: **April 16, 2003**

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

A. Trademark Application No(s).

76351996 76433288
76351976 76433280

B. Trademark Registration No(s).

2624857 2548824 972782
2624856 2548822 2596187
2551585 2684819 2548827
2548823 2203753Additional numbers attached? Yes No

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

Edward H. Sadtler, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 100366. Total number of applications/registrations involved: 157. Total fee (37 CFR 3.41) **\$490** All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 010020/13)8. Deposit Account No. **19-2385**

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.

Edward H. Sadtler

Name



Signature

April 21, 2003

Date

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2003, by Elgar Electronics Corporation, a California corporation ("Grantor"), in favor of U.S. Bank National Association ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of even date hereof, by and among the Grantor, each other grantor thereto and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor is granting a security interest and lien on all of Grantor's right, title and interest in, to and under all personal property of Grantor, including the Trademark Collateral (as defined below); and

WHEREAS, the Collateral Agent is acting in the capacity of agent for the benefit of the Lenders (as defined in the Loan Agreement, dated as of even date hereof, by and among the Lenders, Grantor, the Guarantors party thereto, and the Collateral Agent).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.
 - (a) Grantor hereby grants to the Collateral Agent a security interest and continuing lien on all Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):
 - (i) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons;
 - (ii) all registrations and applications for any of the foregoing, including, but not limited to, the registrations and applications referred to on Schedule I (as such schedule may be amended or supplemented from time to time);
 - (iii) the goodwill of the business symbolized by any of the foregoing;
 - (iv) all rights corresponding to any of the foregoing throughout the world;
 - (v) all rights to sue for past, present and future infringement or dilution, or for any injury to goodwill, of any of the foregoing;

(vi) all licenses, claims, damages, and proceeds of suit arising from any of the foregoing;

(vii) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition of any of the foregoing; and

(viii) any and all agreements granting any right in, to, or under any of the foregoing (whether Grantor is licensee or licensor thereunder).

(b) Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted herein attach to any of the Trademark Collateral if and for so long as the grant of such security interest shall constitute or result in:

(i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein; or

(ii) a breach or termination pursuant to the terms of, or a default under, any lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity);

provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

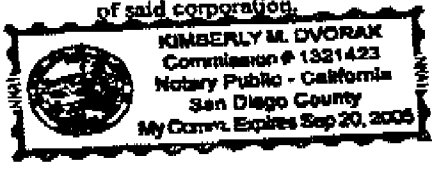
ELGAR ELECTRONICS CORPORATION

By: John P. Mei
Name: John P. Mei
Title: VP Finance & CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF California
COUNTY OF San Diego ss.

On this 12th day of April, 03 before me personally appeared John Mei proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Elgar Electronics Corp. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Kimberly M. Dvorak
Notary Public

(seal)

[signatures continued on next page]

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION

By: Frank P. Leslie II
Name: Frank P. Leslie II
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date (Filing Date)</u>	<u>Registration Number (Serial Number)</u>
Elgar Electronics Corporation	United States	ELGAR	(12/21/01)	(76/351,996)
Elgar Electronics Corporation	United States	ELGAR (stylized)	(12/21/01)	(76/351,976)
Elgar Electronics Corporation	United States	SMARTWAVE	9/24/02	2,624,856
Elgar Electronics Corporation	United States	SW	3/19/02	2,548,824
Elgar Electronics Corporation	United States	TW	9/24/02	2,624,857
Elgar Electronics Corporation	United States	EW	3/19/02	2,548,822
Elgar Electronics Corporation	United States	GUPS	3/26/02	2,551,585
Elgar Electronics Corporation	United States	CONTINUOUSWAVE	7/16/02	2,596,187
Elgar Electronics Corporation	United States	CW	2/4/03	2,684,819
Elgar Electronics Corporation	United States	SORENSEN	11/13/73	972,782
Elgar Electronics Corporation	United States	POWER TEN	(7/23/02)	(76/433,288)
Elgar Electronics Corporation	United States	POWER TEN (stylized)	(7/23/02)	(76/433,280)
Elgar Electronics Corporation	United States	POWER TEN INC. and Design	11/17/98	2,203,753

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date (Filing Date)</u>	<u>Registration Number (Serial Number)</u>
Corporation	States	Design		
Elgar Electronics Corporation	United States	ELGAR	3/19/02	2,548,827
Elgar Electronics Corporation	United States	ELGAR (stylized)	3/19/02	2,548,823
Elgar Electronics Corporation	United States	elgar.com	11/10/95 (expires 11/9/05)	N/A
Power Ten, Inc.	United States	powerten.com	8/18/95 (expires 8/19/03)	N/A