

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnetic Power Systems, Inc.		03/31/2006	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Wachovia Capital Finance Corporation (Western)		
Street Address:	251 South Lake Avenue		
Internal Address:	Suite 900		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1218189	MAGPOWR	
Registration Number:	1700274	DIGITRAC	
Registration Number:	1180874	PERMA-TORK	
Registration Number:	2845956	CYGNUS	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	carey.lening@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Carey Lening		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	356494		

CH \$115.00 1218189

NAME OF SUBMITTER:	Carey Lening
Signature:	/cni/
Date:	04/19/2006
Total Attachments: 4 source=356494#page1.tif source=356494#page2.tif source=356494#page3.tif source=356494#page4.tif	

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Magnetic Power Systems, Inc., a Missouri corporation (the "Assignor"), has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of March 31, 2006 (the "Security Agreement") in favor of Wachovia Capital Finance Corporation (Western) ("Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March31, 2006.

MAGNETIC POWER SYSTEMS, INC.,
a Missouri corporation

By: 

Name: Mervyn D. DeVries

Title: Vice President

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
MAGPOWR	11/30/82	1,218,189
DIGITRAC	07/14/92	1,700,274
PERMA-TORK and Design	12/08/81	1,180,874
CYGNUS	05/25/04	2845956

Schedule 1A

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RECORDED: 04/20/2006

TRADEMARK
REEL: 003293 FRAME: 0743