

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powervar, Inc.		09/29/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	111 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78796166	ETA SYSTEMS LEADING BY DESIGN.	
Registration Number:	2223246	GLOBAL POWER INTERFACE	
Registration Number:	2453454	GROUND GUARD	
Registration Number:	2130433	POWERVER	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8789		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(414) 277-5789		
Email:	tm-dept@quarles.com		
Correspondent Name:	Cheryl M. Smukowski		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	140456.00017		
NAME OF SUBMITTER:	Cheryl M. Smukowski		

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Signature:	/cms/
Date:	10/04/2006
Total Attachments: 5 source=Powervar Security Interest#page1.tif source=Powervar Security Interest#page2.tif source=Powervar Security Interest#page3.tif source=Powervar Security Interest#page4.tif source=Powervar Security Interest#page5.tif	

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of September __, 2006, by and from **POWERVER, INC.** (the "Assignor"), an Illinois corporation, whose address is 1450 Lakeside Drive, Waukegan, Illinois 60085, to and in favor of **JPMORGAN CHASE BANK, N.A.** (the "Assignee"), a national banking association, whose address is 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement and the other Loan Documents. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.
 - (b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor,


together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

- (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those 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 Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

POWERVAR, INC.

By: 

Name: Duane A. Lenz

Title: Chief Financial Officer

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents, Trademarks and Copyrights

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TRADEMARK

REEL: 003402 FRAME: 0380

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Duane A. Lenz, known to me to be the Chief Financial Officer of **POWERVAR, INC.** personally came before me this 29th day of September, 2006, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on behalf of **POWERVAR, INC.** and pursuant to authority duly received.

J. E. Rothchild

(SEAL)

Notary Public, State of Illinois
My Commission _____



Notary Page to Confirmatory Assignment of Security Interest
in United States Patents, Trademarks and Copyrights

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS AND COPYRIGHTS**

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS AND COPYRIGHTS

U.S. PATENTS

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
Low Level Ground Conditioning (GCL)	5,666,255	September 9, 1997
Low Level Ground Conditioning (GCL)	5,781,386	July 14, 1998
Power Conditioning Device and Method	5,448,443	September 5, 1995

U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration (Application) No.</u>	<u>Issue (Filing) Date</u>
ETA SYSTEMS LEADING BY DESIGN (AND DESIGN)	(78/796166)	(January 20, 2006)
GLOBAL POWER INTERFACE	2223246	February 9, 1999
GROUND GUARD	2453454	May 22, 2001
POWERVAR	2130433	January 20, 1998

U.S. COPYRIGHTS

<u>Title of Work</u>	<u>Registration No.</u>	<u>Issue Date</u>
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