

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
Power Distribution, Inc.		04/30/2007	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	TriplePoint Capital LLC, as agent		
Street Address:	2420 Sand Hill Road, Ste. 101		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	74261188	QUAD-WYE	
Serial Number:	78407819	QWIKSWITCH	
Serial Number:	78824185	POWERED BY PDI	
Serial Number:	78933818	WAVESTAR	
CORRESPONDENCE DATA			
Fax Number:	(202)223-2085		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-861-3900		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Thomas E. Zutic, Esq. - DLA PIPER US LLP		
Address Line 1:	1200 Nineteenth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-2412		
ATTORNEY DOCKET NUMBER:	361496-17		
NAME OF SUBMITTER:	Thomas E. Zutic, Esq.		

CH \$115.00 74261188

Signature:	/Thomas E. Zutic/
Date:	05/07/2007
Total Attachments: 9 source=PowerDistribution#page1.tif source=PowerDistribution#page2.tif source=PowerDistribution#page3.tif source=PowerDistribution#page4.tif source=PowerDistribution#page5.tif source=PowerDistribution#page6.tif source=PowerDistribution#page7.tif source=PowerDistribution#page8.tif source=PowerDistribution#page9.tif	



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is dated as of April 30, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), by and among POWER HOLDINGS, INC., a Delaware corporation ("Holdings"), POWER DISTRIBUTION, INC., a Virginia corporation ("PDI"; PDI and Holdings being collectively referred to as "Grantors" and each a "Grantor"), and TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, as agent (in such capacity, "Agent") for the lenders ("Lenders") party to the Loan Agreement (as defined below).

Grantors, Agent and Lenders have entered into a Loan and Security Agreement dated as of April 30, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied herein as defined or established therein. Pursuant to the Loan Agreement, each Grantor has granted to Agent, for the benefit of Agent and Lenders, a lien on and a security interest in all the present and future rights, title, and interest that such Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantors and Agent hereby agree as follows:

1. GRANT OF SECURITY INTEREST

Each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a lien upon and continuing security interest in all of such Grantor's right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Each Grantor hereby represents and warrants to Agent that **Schedules A, B and C** attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Notwithstanding the foregoing, (a) the "Intellectual Property Collateral" shall not include any rights or interest in any contract, lease, permit, license, charter or license agreement covering personal property of any Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited as a matter of law or under the terms of such contract (including where the violation of any such prohibition would result in the termination of the applicable contract), lease, permit, license, charter or license agreement, and such prohibition has not been or is not waived or the consent of the

other party to such contract, lease, permit, license, charter or license agreement has not been or is not otherwise obtained, and (b) the exclusions set forth in **clause (a)** above shall in no way be construed (1) to apply if any described prohibition is unenforceable under applicable laws, including Section 9-406, 9-407 or 9-408 of the UCC, (2) so as to limit, impair or otherwise affect Agent's continuing Lien upon any rights or interests of any Grantor in or to monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), or (3) to limit, impair or otherwise affect Agent's continuing Lien upon any rights or interest of a Grantor in and to any proceeds from the sale, license, lease or other disposition of any such contract, lease, permit, license, charter or license agreement.

2. LOAN AGREEMENT

This security interest is granted to secure the Obligations under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. AGENT'S RIGHT TO SUE

During the continuance of an Event of Default, subject to the terms of the Loan Agreement, Agent shall have the right, but shall in no way be obligated, to bring suit in Agent's own name to enforce any Grantor's rights in the Intellectual Property Collateral. If Agent commences any such suit, such Grantor shall, at Agent's request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Agent in such enforcement. Such Grantor shall promptly, upon demand, reimburse and indemnify Agent for all of Agent's costs and expenses, including reasonable attorneys' fees, related to Agent's exercise of the above mentioned rights.

4. FURTHER ASSURANCES

Each Grantor shall from time to time execute, deliver and obtain any instruments or documents as Agent may reasonably request, and take all further action that may be reasonably necessary or desirable, or that Agent may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Agent, for the benefit of Agent and Lenders.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by Agent and Grantors. Notwithstanding the foregoing however, each Grantor hereby irrevocably appoints Agent (and any of Agent's designated officers, agents or employees) as such Grantor's true and lawful attorney to modify, in Agent's sole discretion, this Agreement without first obtaining such Grantor's approval of or signature to such modification by amending **Schedules A, B and C** to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by such Grantor before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which such Grantor no longer has or claims to have any right, title or interest. The appointment of Agent as such Grantor's attorney in fact, and each and every one of Agent's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Lenders' obligation to provide credit extensions to Grantors is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon each Grantor and such Grantor's respective successors and assigns, and shall inure to the benefit of Agent and Lenders, and each of Agent's and Lenders' nominees and assigns.

The rights and remedies of Agent and Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent and Lenders as a matter of law or equity. Each of the rights, powers and remedies of Agent and Lenders provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent or any Lender of any one or more of the rights, powers or remedies provided for in this Agreement,

the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent or any Lender, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.


This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, Grantors and Agent have duly executed this Agreement as of the date first set forth above.

"Agent"

TRIPLEPOINT CAPITAL LLC

By: 
Sajal Srivastava
Chief Operating Officer

"Grantors"

POWER HOLDINGS, INC.

POWER DISTRIBUTION, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantors and Agent have duly executed this Agreement as of the date first set forth above.

"Agent"

TRIPLEPOINT CAPITAL LLC

By: _____
Sajal Srivastava
Chief Operating Officer

"Grantors"

POWER HOLDINGS, INC.

POWER DISTRIBUTION, INC.

By: _____
Name: JEFFREY DEAZAN
Title: JED

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantors and Agent have duly executed this Agreement as of the date first set forth above.

"Agent"

TRIPLEPOINT CAPITAL LLC

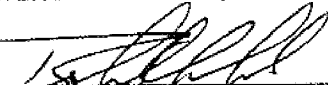
By: _____
Sajal Srivastava
Chief Operating Officer

"Grantors"

POWER HOLDINGS, INC.

POWER DISTRIBUTION, INC.

By: _____
Name: _____
Title: _____

By: 
Name: Richard A. Lams
Title: President & CEO

SCHEDULE A

To Intellectual Property Security Agreement

PATENTS AND PATENT APPLICATIONS

PATENTS

<i>Grantor</i>	<i>Patent Name</i>	<i>Status and Date Issued</i>	<i>Patent Number</i>
John B. Kammeter (PDI)	Branch Circuit Monitor	December 11, 2001	US 6,330,516
John B. Kammeter (PDI)	Harmonic Cancellation System	July 18, 1995	US 5,434,455
George K. Woodworth (PDI)	A.C. Storage Module for Reducing Harmonic Distortion in an A.C. Waveform	October 29, 1996	US 5,570,006
John B. Kammeter (PDI)	Harmonic Cancellation System	August 30, 1994, the portion term of this patent subsequent to April 27, 2010 has been disclaimed	US 5,343,080
John B. Kammeter (PDI)	Transformer with Cancellation of Harmonic Currents by Phase Shited Secondary Windings	April 27, 1993	US 5,206,539
John Keefe (PowerTrol, Inc.)	Solid State Static Power Transfer Mechanism	August 11, 1992	US 5,138,184
Gordon E. Flynn (PDI)	Voltage Regulator for AC Single Phase and Three Phase Systems	January 23, 1990	US 4,896,092
Lee O. Mesenhimer (PDI)	Polyphase Line Voltage Regulator	July 23, 1985	US 4,531,085
Robert J. Van Sickle (PDI)	Variable Frequency Drive for a Motor-generator/Alternator Set	April 10, 1984	US 4,442,385

PATENT APPLICATIONS

<i>Grantor</i>	<i>Patent Name</i>	<i>Status and Date Filed</i>	<i>Application Number</i>
John B. Kammeter, Vernon Lee Stant and Gregory Scott Schlueter	Volt-Second Synchronization for Magnetic Loads	Application filed. Application Ser. No. 11/094,222	Pending

SCHEDULE B

To Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

<i>Grantor</i>	<i>Trademark Name</i>	<i>Date Filed or Issued</i>	<i>Serial Number</i>	<i>Status</i>
PDI	"QUAD-WYE" typed drawing	Registration Date: November 17, 1992	74261188	Renewed
PDI	"QwikSwitch" standard character mark	Registration date: November 29, 2005	78407819	Registered
PDI	Power Distribution, Inc.	N/A	N/A	Unregistered
PDI	Power Distribution logo	N/A	N/A	Unregistered
PDI	"Creating the Perfect Wave" slogan	N/A	N/A	Unregistered
PowerTrol, Inc.	PowerTrol	N/A	N/A	Abandoned

TRADEMARK APPLICATIONS

<i>Grantor</i>	<i>Trademark Name</i>	<i>Date Filed</i>	<i>Serial Number</i>	<i>Status</i>
PDI	Powered by PDI standard character mark	February 27, 2006	78824185	(as of 1/2/07) Opposition period completed, a notice of allowance has been issued
PDI	WAVESTAR	July 20, 2006	78933818	(as of 12/29/06) Office Action issued

SCHEDULE C

To Intellectual Property Security Agreement

COPYRIGHTS, COPYRIGHT APPLICATIONS AND COPYRIGHT REGISTRATIONS

PDI has not registered any copyrights. PDI has developed certain software which drives the function and monitoring features of its products, but no copyright registrations for such software have been filed.

PDI maintains a website at www.pdicorp.com, which contains certain potentially copyrighted content of PDI.