

**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-ONE, INC.		03/06/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	PWER BRIDGE, LLC
Street Address:	c/o Stephens Inc.
Internal Address:	111 Center Street
City:	Little Rock
State/Country:	ALASKA
Postal Code:	72201
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1115206	1
Registration Number:	1633799	POWER-ONE
Registration Number:	1637465	1 POWER-ONE
Registration Number:	2701278	ONE-SMART
Registration Number:	3083411	POWER-ONE CHANGING THE SHAPE OF POWER
Registration Number:	3083410	POWER-ONE
Registration Number:	3142824	MAXYZ
Registration Number:	3130604	Z-ONE
Registration Number:	2923954	AURORA
Registration Number:	2937055	IBREAKER
Registration Number:	3373434	I.ILLUMINATION
Serial Number:	76646733	I.DISTRIBUTION
Serial Number:	76639870	I.METER

CH \$340.00 1115206

CORRESPONDENCE DATA

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213-430-6000  
Email: nkhachatryan@omm.com  
Correspondent Name: O'Melveny & Myers LLP  
Address Line 1: 400 South Hope Street  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	681331-300
NAME OF SUBMITTER:	Narine Khachatryan
Signature:	/narine khachatryan/
Date:	03/06/2008

Total Attachments: 4  
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, Power-One, Inc., a Delaware corporation ("**Pledgor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Company and Secured Party are parties to a Term Loan Agreement dated as of September 28, 2006 (said loan agreement, as it may hereafter be amended, supplemented, amended and restated or otherwise modified from time to time, being the "**Loan Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) and a Promissory Note dated as of October 23, 2006 (said note, as it may hereafter be amended, supplemented, amended and restated or otherwise modified from time to time, being the "**Note**", and together with the Loan Agreement, the "**Loan Documents**"). The Loan Documents evidence a loan from Secured Party to Borrower in the original principal amount of Fifty Million Dollars (\$50,000,000); and

**WHEREAS**, the maturity date of the Loan pursuant to the Note is April 30, 2008. Company has requested Secured Party to extend the maturity date to April 30, 2010; and

**WHEREAS**, as a condition to extending the maturity date of the Loan, Pledgor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Pledgor to Secured Party pursuant to the Security Agreement, Pledgor hereby grants to Secured Party a security interest in all of Pledgor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Pledgor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Pledgor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Pledgor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty,

payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Pledgor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 6<sup>th</sup> day of March, 2008.

POWER-ONE, INC.

By: R. Holliday  
Name: Randall H. Holliday  
Title: Secretary

Grant of Trademark Security Interest  
Signature Page

TRADEMARK  
REEL: 003733 FRAME: 0430

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Trademark Name</b>	<b>Date Filed</b>	<b>Serial No.</b>	<b>Date Issued &amp; Reg. No.</b>	<b>Registration Renewal Date</b>
Lightning Bolt Design	7/28/1978	173,069	1,115,206 3/20/79	3/20/2008-2009
POWER-ONE	10/23/1989	73/833,419	1,633,799 2/5/91	2/5/2010-2011
POWER-ONE & Lightning Bolt Design	3/30/1990	74/044,156	1,637,465 3/12/91	3/12/2010-2011
ONE-SMART	9/10/2001	76/311,037	2,701,278 3/25/03	3/25/2012-2013
Power-One w/Tagline	2/28/2003	78/220,476	3,083,411 4/18/06	4/18/2015-2016
Power-One WITHOUT Tagline	2/28/2003	78/220,459	3,083,410 4/18/06	4/18/2015-2016
Maxyz	4/22/2003	78/240,804	3,142,824 9/12/06	9/12/2015-2016
Z-One	1/14/2004	78/351,962	3,130,604 8/15/06	8/15/2015-2016
Aurora	7/8/2003	76/527,990	2,923,954 2/1/05	2/1/2014-2015
I.Breaker	10/2/2002	76/454,680	2,937,055 3/29/05	3/29/2014-2015
I.Illumination	9/12/2005	76/646,734	3,373,434 1/22/08	1/22/2017-2018
I.Distribution	9/12/2005	76/646,733		
I.Meter	6/1/2005	76,639,870		