

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.		06/17/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Trust Company, N.A.
Street Address:	700 South Flower Street, Suite 500
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	TRUSTEE:

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

CORRESPONDENCE DATA

900111518

**TRADEMARK
 REEL: 003817 FRAME: 0765**

CH \$340.00 1115206

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-451-3800
Email: dsegal@gibsondunn.com
Correspondent Name: David A. Segal
Address Line 1: 3161 Michelson Drive
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	52279-00292
NAME OF SUBMITTER:	David A. Segal
Signature:	/david a. segal/
Date:	07/17/2008

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, pursuant to (i) that certain Indenture dated as of June 17, 2008 (as such Indenture may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Indenture**") among The Bank of New York Trust Company, N.A., as Trustee for the Holders (as defined in the Indenture) (in such capacity, the "**Trustee**"), the Company, as Issuer, and (ii) the Purchase Agreement dated as of June 17, 2008 (as such Purchase Agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**") among the Company, and Lehman Brothers Inc., as Initial Purchaser, the Company issued the 8.0% Senior Secured Notes due 2013 (the "**Notes**"), and (iii) the terms of a Security Agreement dated as of June 17, 2008 (as further amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used in this Agreement without definition have the respective meanings assigned such terms in the Security Agreement), among Grantor, Collateral Agent and the other grantors named therein, Grantor has agreed to create in favor of Collateral Agent a secured and protected interest in, and Collateral Agent has agreed to 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 Collateral Agent pursuant to the Security Agreement, Pledgor hereby grants to Collateral Agent 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 Collateral Agent 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 Collateral Agent 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.

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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 ___ day of June, 2008.

POWER-ONE, INC.

By: *R. Hellday*
Name: *Randall A. Hellday*
Title: *Secretary*

Grant of Trademark Security Interest
Signature Page

TRADEMARK
REEL: 003817 FRAME: 0769

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

Trademark Name	Date Filed	Serial No.	Date issued & Reg. No.	Registration Renewal Date
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		