

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.		06/13/2008	CORPORATION: VIRGINIA
Marelco Power Systems, Inc.		06/13/2008	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Chartered Bank: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1732775	QUAD-WYE
Registration Number:	3020002	QWIKSWITCH
Registration Number:	2354902	MARELCO POWER SYSTEMS
Serial Number:	77493180	PDI Q
Serial Number:	77468219	WAVESTAR
Serial Number:	78933818	WAVESTAR
Serial Number:	78824185	POWERED BY PDI

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

CH \$190.00 1732775

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:

8070805

NAME OF SUBMITTER:

Christopher E. Kondracki

Signature:

/Christopher E. Kondracki/

Date:

08/12/2008

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**IP Agreement**") is made as of the 13th day of June, 2008 by and between **POWER DISTRIBUTION, INC.**, a Virginia corporation ("**PDI**"), and **MARELCO POWER SYSTEMS, INC.**, a Michigan corporation ("**Marelco**"; and with PDI, individually and collectively, the "**Grantor**"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("**Bank**").

RECITALS

A. Bank has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "**Loan**"), pursuant to a certain Loan and Security Agreement dated as of the date hereof, by and between Grantor and Bank, as amended from time to time (as amended, the "**Loan Agreement**"). The Loan is secured pursuant to the terms of the Loan Agreement. Bank is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (each as defined below), and other assets, to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Bank (hereinafter, the "**Indebtedness**"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth for each Grantor on **EXHIBIT A** attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications for each Grantor set forth on **EXHIBIT B** attached hereto (collectively, the "**Patents**");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth for each Grantor on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth for each Grantor on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth for each Grantor on EXHIBIT E attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) use reasonable efforts to protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask

Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. **Bank's Rights.** Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses, including, without limitation, the reasonable attorney's fees and expenses, incurred in the reasonable exercise of its rights under this section 4.

5. **Inspection Rights.** Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than twice on an annual basis, or more frequently, as Bank shall determine in its sole discretion if an Event of Default has occurred and is continuing; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon reasonable request by Bank, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior-written notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending **Exhibit A, Exhibit B, Exhibit C, and Exhibit D** hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Bank deems appropriate, in order to further perfect or protect Bank's interest in the Intellectual Property Collateral.

Bank agrees to provide notice to Grantor of any amendments or modifications to this Agreement within fifteen (15) days of any such amendment or modification.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

- (a) An Event of Default occurs under the Loan Agreement or any other Loan Document; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the New York Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to indemnify, defend and hold Bank and its directors, officers, employees, agents, attorneys, or any other Person affiliated with or representing Bank (each, an "**Indemnified Person**") harmless against: (a) all obligations, demands, claims, and liabilities (collectively, "**Claims**") asserted by any other Person in connection with the transactions contemplated by this IP Agreement; and (b) all losses or Bank Expenses incurred, or paid by such Indemnified Person from, following, or arising from transactions between Bank and Grantor (including reasonable attorneys' fees and expenses), except for Claims and/or losses directly caused by such Indemnified Person's gross negligence or willful misconduct, as finally determined by a non-appealable court of competent jurisdiction.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP 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.

14. Law and Jurisdiction. New York law governs this IP Agreement without regard to principles of conflicts of law. Grantor and Bank each submit to the exclusive jurisdiction of the State and Federal courts in New York; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Bank from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Bank. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Grantor hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail and that service so made shall be deemed completed upon the earlier to occur of Grantor's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREINABOVE, BANK SHALL SPECIFICALLY HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH BANK DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE BANK'S RIGHTS AGAINST GRANTOR OR ITS PROPERTY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND BANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED

TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

15. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (a) to Bank's Subsidiaries or Affiliates who obtain such information in connection with administering the extension of credit hereunder; (b) to prospective transferees or purchasers of any interest in the Loans (provided, however, Bank shall use commercially reasonable efforts to obtain such prospective transferee's or purchaser's agreement to the terms of this provision); (c) as required by law, regulation, subpoena, or other order; (d) to Bank's regulators or as otherwise required in connection with Bank's examination or audit; (e) as Bank considers appropriate in exercising remedies under the Loan Documents; and (f) to third-party service providers of Bank so long as such service providers have executed a confidentiality agreement with Bank with terms no less restrictive than those contained herein. Confidential information does not include information that either: (i) is in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain after disclosure to Bank (other than as a result of Bank's publically disclosing such information in violation of the terms of this Agreement); or (ii) is disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this IP Agreement to be executed as of the Effective Date.

Grantor:

POWER DISTRIBUTION, INC.

By Keith Schmid
Name: Keith Schmid
Title: President / CEO

MARELCO POWER SYSTEMS, INC.

By Keith Schmid
Name: Keith Schmid
Title: Chairman

[Intellectual Property Security Agreement Signature Page]

TRADEMARK
REEL: 003833 FRAME: 0829

BANK:

SILICON VALLEY BANK

By Michael J. Strassler
Name: Michael R. Strassler
Title: Senior Vice President

[Intellectual Property Security Agreement Signature Page]

TRADEMARK
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Exhibit "A" attached to that certain Intellectual Property Security Agreement dated June 13, 2008.

EXHIBIT "A"

COPYRIGHTS

Power Distribution, Inc.

Power Distribution, Inc. ("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.

Marelco Power Systems, Inc.

SCHEDULE A - ISSUED COPYRIGHTS

<u>OWNER AFFILIATE OF GRANTOR</u>	<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Marelco Power Systems, Inc.	Employee benefit trust agreement and declaration of trust.	TXu000290629	July 30, 1987
Marelco Power Systems, Inc.	"Engineered Solutions" health incentive plan.	TXu000273627	July 30, 1987
Marelco Power Systems, Inc.	Marelco Power Systems, Inc. "health incentive plan."	TXu000273569	July 30, 1987
Marelco Power Systems, Inc.	Marelco Power Systems, Inc., typical insurance contract.	TXu000273598	July 30, 1987

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated June 13, 2008.

EXHIBIT "B"

PATENTS

Power Distribution, Inc.

<u>OWNER AFFILIATE OF GRANTOR</u>	<u>PATENT DESCRIPTION</u>	<u>COUNTRY</u>	<u>PATENT NO. (or App. No., if pending)</u>	<u>FILING DATE</u>	<u>ISSUANCE DATE</u>	<u>STATUS (Pending or Issued)</u>
Power Distribution, Inc.		Mexico	184,399			Issued
Power Distribution, Inc.		United States	12/071,309			Pending
Power Distribution, Inc.	Volt-Second Synchronization for Magnetic Loads	United States	7,368,836	March 31, 2005	May 6, 2008	Issued
Power Distribution, Inc.	Branch circuit monitor	United States	6,330,516	March 27, 2000	December 11, 2001	Issued
Power Distribution, Inc.	Harmonic cancellation system	United States	5,434,455	August 5, 1994	July 18, 1995	Issued
Power Distribution, Inc.	A.C. storage module for reducing harmonic distortion in an A.C. waveform	United States	5,570,006	June 16, 1994	October 29, 1996	Issued
Power Distribution, Inc.	Harmonic cancellation system	United States	5,343,080	February 14, 1994	August 30, 1994	Issued
Power Distribution, Inc.	Transformer with cancellation of harmonic currents by phase shifted secondary windings	United States	5,206,539	November 15, 1991	April 27, 1993	Issued

Power Distribution, Inc.	Solid State Static Power Transfer Mechanism (purchased from Advanced Innovation, Inc. d/b/a PowerTrol)	United States	5,138,184	January 22, 1990	August 11, 1992	Issued
Power Distribution, Inc.	Voltage regulator for AC single phase and three phase systems	United States	4,896,092)	October 12, 1988	January 23, 1990	Issued
Power Distribution, Inc.	Polyphase line voltage regulator	United States	4,531,085	June 13, 1983	July 23, 1985	Issued
Power Distribution, Inc.	Variable frequency drive for a motor-generator/alternator set	United States	4,442,385	February 10, 1983	April 10, 1984	Issued

Marelco Power Systems, Inc.

<u>OWNER AFFILIATE OF GRANTOR</u>	<u>PATENT DESCRIPTION</u>	<u>COUNTRY</u>	<u>PATENT NO. (or App. No., if pending)</u>	<u>FILING DATE</u>	<u>ISSUANCE DATE</u>	<u>STATUS (Pending or Issued)</u>
Marelco Power Systems, Inc.	Electrically controllable inductor	United States	5,754,034	June 4, 1996	May 19, 1998	Issued
Marelco Power Systems, Inc.	Electrically controllable inductor	United States	5,523,673	March 4, 1994	June 4, 1996	Issued
Marelco Power Systems, Inc.	Transformer assembly with exposed laminations and hollow housings	United States	5,051,867	June 19, 1990	Sept. 24, 1991	Issued
Marelco Power Systems, Inc.	Transformer assembly with exposed laminations and	United States	4,956,745	May 10, 1989	Sept. 11, 1990	Issued

	hollow housings					
Marelco Power Systems, Inc.	Transformer assembly for power supply	United States	D334,732	May 18, 1989	April 13, 1993	Issued
Marelco Power Systems, Inc.	Electronic power supply housing	United States	D314,367	January 4, 1989	Feb. 5, 1991	Issued
Marelco Power Systems, Inc.	Electronic power supply housing	United States	D297,829	May 20, 1985	Sept. 27, 1988	Issued
Marelco Power Systems, Inc.	High frequency welding system	United States	4,703,158	March 31, 1986	Oct. 27, 1987	Issued
Marelco Power Systems, Inc.	Transformer	United States	D290,456	October 2, 1984	June 23, 1987	Issued
Marelco Power Systems, Inc.	Transformer having bow loop in tubular winding	United States	4,584,551	September 24, 1984	April 22, 1986	Issued
Marelco Power Systems, Inc.	Transformer with fluid cooled windings	United States	4,577,175	June 27, 1984	Mar. 18, 1986	Issued
Marelco Power Systems, Inc.	System of transformers for a welding apparatus	United States	4,577,085	January 20, 1984	Mar. 18, 1986	Issued
Marelco Power Systems, Inc.	Transformer for robot arms	United States	4,496,821	August 6, 1982	Jan. 29, 1985	Issued
Marelco Power Systems, Inc.	Lighting transformer disconnect	United States	D339,323	August 23, 1991	Sept. 14, 1993	Issued

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated June 13, 2008.

EXHIBIT "C"

TRADEMARKS

Power Distribution, Inc. – Registered Marks and Pending Applications

<u>OWNER AFFILIATE OF GRANTOR</u>	<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>APP. NO. (if pending)</u>	<u>REG. NO.</u>	<u>STATUS</u>
Power Distribution, Inc.	QUAD-WYE	Canada		436,196	Registered
Power Distribution, Inc.	QUAD-WYE	Mexico		437,058	Registered
Power Distribution, Inc.	PDI Q (standard character mark)	United States	77/493,180		Pending
Power Distribution, Inc.	WAVESTAR (standard character mark)	United States	77/468,219		Pending
Power Distribution, Inc.	WAVESTAR (standard character mark)	United States	78/933,818		Pending – Published
Power Distribution, Inc.	POWERED BY PDI (standard character mark)	United States	78/824,185		Pending - Allowed
Power Distribution, Inc.	QUAD-WYE (typed drawing)	United States		1,732,775	Registered
Power Distribution, Inc.	QWIKSWITCH (standard character mark)	United States		3,020,002	Registered

Unregistered Marks of Power Distribution, Inc.

- (a) "Power Distribution, Inc."
- (b) Power Distribution, Inc. wave logo
- (c) "Creating the Perfect Wave" slogan
- (d) PDI
- (e) PDI and Design (wave)

Marelco Power Systems, Inc. - Registered Marks

<u>OWNER AFFILIATE OF GRANTOR</u>	<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>APP. NO.</u> (if pending)	<u>REG. NO.</u>	<u>STATUS</u>
Marelco Power Systems, Inc.	MARELCO POWER SYSTEMS	United States		2,354,902	Registered

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated June 13, 2008.

EXHIBIT "D"

MASK WORKS

None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated June 13, 2008.

EXHIBIT "E"

LICENSES

Power Distribution, Inc.

1. Patent License Agreement by and between Square D Company and Power Distribution, Inc. ("PDI") dated December 12, 2002 (the "Square D License Agreement"). Pursuant to this agreement PDI has granted to Square D Company the following licenses:
 - (a) a non-exclusive, worldwide, terminable, royalty-bearing license to use, sell, manufacture, have manufactured, import, export and otherwise to commercialize PDI's branch circuit monitor product (U.S. Patent Number 6,330,516) and products incorporating the branch circuit monitor product and patented elements of the branch circuit monitor product, to Square D's customers of any tier with the exception of the Danaher Corporation, and any of its affiliated entities in which Danaher Corporation owns or controls a twenty percent (20%) or greater interest in such entity and entities which supply Danaher or its affiliates with electrical equipment, devices, or products; and
 - (b) a non-exclusive, royalty-free, terminable, worldwide license to use, copy, distribute, publish, sell and market works based upon the copyrights pertaining to the branch circuit monitor product, for documents and software used and developed by or for PDI and related to the intellectual property licensed to Square D Company under the Agreement.
2. Patent License and Material Supply and Requirements Agreement by and between PDI, MagneTek Power Technology Systems, Inc. ("MagneTek Power"), and MagneTek, Inc. ("MagneTek") dated April 25, 1994 (the "MagneTek License Agreement"). Pursuant to this agreement PDI has granted to MagneTek (i) an exclusive license under PDI's U.S. Patent No. 5,206,539 (the "'539 Patent") to manufacture and have manufactured transformers covered by one or more claims of the '539 Patent ("Licensed Products"), (ii) an unrestricted license under the '539 Patent to sell Licensed Products to "Authorized Parties" (as defined in the agreement), provided that the right of all Authorized Parties purchasing Licensed Products from MagneTek to use Licensed Products under the '539 Patent is restricted to incorporation and use by all such parties in products sold by all such parties, and (iii) a non-exclusive license under the '539 Patent to use Licensed Products to the extent necessary to develop, test, manufacture and sell the Licensed Products.

Marelco Power Systems, Inc.

None.