

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		11/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MICRO POWER ELECTRONICS, INC.		
Street Address:	13955 SW Millikan Way		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2200689	SELFCHARGE	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana of Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	61660-8000		
NAME OF SUBMITTER:	James L. Vana		
Signature:	/James L. Vana/		
Date:	12/08/2009		

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Total Attachments: 5

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**FULL RELEASE AND CONVEYANCE OF TRADEMARK
SECURITY INTERESTS**

THIS FULL RELEASE AND CONVEYANCE OF SECURITY INTERESTS is granted by SILICON VALLEY BANK, having a place of business at 3003 Tasman Drive, Santa Clara, California 95954 (the "Secured Party"), and party to that certain Loan and Security Agreement, by and between the Secured Party and SELFCHARGE, INC., formerly, a Washington corporation (hereinafter "Grantor"), dated as of August 28, 2001 (the "Loan Agreement"), in favor of Grantor.

Recitals

A. By an Intellectual Property Security Agreement made August 28, 2001 (the "Security Agreement"), the Grantor granted to the Secured Party, as security for the full and prompt payment of all obligations arising under the Loan Agreement, a security interest in, among other things, the trademark and service mark SelfCHARGE (stylized), federal registration No. 2200689 (the "Trademark Collateral").

B. The Secured Party acted to perfect its security interest in the Trademark Collateral by filing a security interest with the United States Patent and Trademark Office (the "PTO"), which security interest was recorded in the Assignment Branch of the PTO on October 1, 2001 at Reel 2380, Frame 0360.

C. Effective as of November 2, 2009, Grantor merged with and into its parent company, Micro Power Electronics, Inc., a Delaware corporation ("Micro Power"), pursuant to the terms of the Agreement and Plan of Merger, dated October 31, 2009 and attached hereto as Exhibit A. Pursuant to such merger, Micro Power has assumed all rights, privileges, duties and liabilities of Grantor.

Release and Conveyance

NOW, THEREFORE, in consideration of Grantor's full and final payment of all debts and amounts owing under the Loan Agreement, the Secured Party hereby releases its security interest in the Trademark Collateral, and conveys to Micro Power the Secured Party's entire right, title and interest in all Trademark Collateral.

EXECUTED at _____ as of this 9th day of November, 2009.

SILICON VALLEY BANK

By: JMS

Title: Relationship Manager

STATE OF WA)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Patrick McCarthy is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Relationship Mgr. of Silicon Valley Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Jared Wayne Murphy
(signature)

JARED WAYNE MURPHY
(print name)

NOTARY PUBLIC in and for the State of
WA, residing at 9015B Ave, Suite 3900
My Commission Expires: 7/21/2012

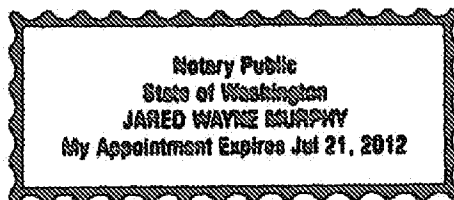


EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is entered into as of October 31, 2009 by and between Micro Power Electronics, Inc., a Delaware corporation ("Micro Power"), and SelfCHARGE, Inc., a Washington Corporation ("SelfCHARGE"). Micro Power and SelfCHARGE are sometimes collectively referred to in this Plan of Merger as the "Constituent Entities."

RECITALS

The respective Boards of Directors of Micro Power and SelfCHARGE have determined that it is in the best interests of SelfCHARGE to merge with and into Micro Power upon the terms and subject to the conditions set forth herein (the "Merger").

The Merger is intended to qualify as a complete liquidation of SelfCHARGE within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended, and this Plan of Merger constitutes a plan of liquidation of SelfCHARGE.

AGREEMENT

In consideration of the foregoing recital and of the covenants and agreements hereinafter set forth and for the purpose of prescribing the terms and conditions of the Merger, the parties agree as follows:

1. Merger; Effectiveness

SelfCHARGE shall be merged into Micro Power (hereinafter sometimes called the "Surviving Company"), pursuant to the applicable provisions of the Delaware General Corporation Law and the Washington Business Corporation Act and in accordance with the terms and conditions of this Plan of Merger.

Upon completion of the following events:

- (a) the approval of this Plan of Merger by the Board of Directors of Micro Power;
- (b) the approval of this Plan of Merger by the Board of Directors of SelfCHARGE;
- (c) the approval of this Plan of Merger by the holders of at least seventy-five percent (75%) of the then outstanding shares of Series 1 Preferred Stock in Micro Power; and
- (d) the execution by the Surviving Company of the Certificate of Merger with respect to the adoption of this Plan of Merger and the filing of such Certificate of Merger with the Delaware Secretary of State, and the execution by the Surviving Company of the Articles of Merger with respect to the adoption of this Plan of Merger and the filing of such Articles of Merger with the Washington Secretary of State.

the Merger shall become effective (the "Effective Time").

2. Articles of Incorporation and Bylaws

The Certificate of Incorporation and Bylaws of Micro Power, as in effect immediately prior to the Effective Time, shall, at and after the Effective Time, continue to be the Certificate of Incorporation and Bylaws, respectively, of the Surviving Corporation.

3. Directors and Officers

The Directors and officers of Micro Power immediately prior to the Effective Time shall be the Directors and officers of the Surviving Company, each to hold office until their respective successors are duly elected or appointed and qualified, in accordance with the Certificate of Incorporation and Bylaws of the Surviving Company.

4. Cancellation of SelfCHARGE Shares of Common Stock

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, the shares of Common Stock of the sole shareholder of SelfCHARGE will be cancelled.

5. Rights, Duties, Powers, Liabilities, Etc.

At the Effective Time of the Merger, the separate existence of SelfCHARGE shall cease, and SelfCHARGE shall be merged in accordance with the provisions of this Plan of Merger with and into the Surviving Corporation, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, duties and liabilities of each of the Constituent Entities; and all such things shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed; all as more fully set forth in the Delaware General Corporation Law and the Washington Business Corporation Act.

6. Implementation

(a) Each of the Constituent Entities hereby agrees that at any time or from time to time as and when requested by the Surviving Company, or by its successors or assigns, it will so far as it is legally able, execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Company, each of whom is hereby irrevocably appointed as attorney-in-fact for such purposes, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other actions as the Surviving Company, its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting and devolution of any property, right, privilege, power, immunity or franchise to vest or perfect in or confirm to the Surviving Company, its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Plan of Merger and otherwise to carry out the intent and purposes hereof.

(b) Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the states of Washington and Delaware to consummate and make effective the Merger.


7. Termination

This Plan of Merger may be terminated at any time before the filing of a Certificate of Merger with the Secretary of State of the state of Delaware or the filing of the Articles of Merger with the Secretary of State of the state of Washington.

8. Amendment

This Plan of Merger may be amended by the parties hereto at any time but only by execution of an instrument signed by all parties hereto.

MICRO POWER ELECTRONICS, INC., a
Delaware corporation

By 

Its CHAIRMAN & CEO

SELFCHARGE, INC., a Washington
corporation

By PAUL M. BROWN

Its V.P. FINANCE