

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-----------------------|
| Astrodyne Corporation | | 03/22/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---------------------------------------|
| Name: | Madison Capital Funding LLC, as Agent |
| Street Address: | 30 South Wacker Drive, Suite 3700 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 2482111 | SUPERVERTER |
| Registration Number: | 2281762 | MEGAVERTER |
| Registration Number: | 2281572 | UNIVERTER |
| Registration Number: | 1951638 | NANOVERTER |
| Registration Number: | 1914092 | PICOVERTER |
| Registration Number: | 1694114 | μ VERTER |
| Registration Number: | 1711279 | MICROVERTER |

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson, Paralegal
 Address Line 1: Goldberg Kohn, 55 E Monroe St.
 Address Line 2: Ste 3300

OP \$190.00 2482111

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.149

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 03/23/2010

Total Attachments: 4
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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of April 7, 2008 (the "Trademark Security Agreement") made by Astrodyne Corporation, a Delaware corporation (successor-in-interest by merger with Astrodyne Merger Corp., a former Delaware corporation) ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for Lenders ("Agent") is made as of March 22, 2010.

WHEREAS, pursuant to that certain Credit Agreement dated as of April 7, 2008 by and among Grantor, as Borrower, the financial institutions party thereto from time to time (together with there respective successors and assigns, "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of the Borrower;

WHEREAS, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of April 7, 2008, as it may be amended, restated or otherwise modified from time to time (the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

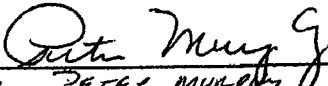
WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedule. Schedule 1 as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

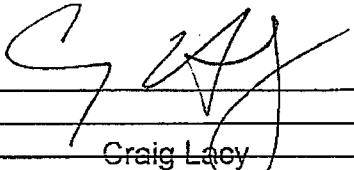
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

ASTRODYNE CORPORATION, a Delaware corporation
(successor-in-interest by merger with Astrodyne Merger Corp., a Delaware corporation)

By: 
Name: PETER MURPHY
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: _____
Title: _____
Craig Lacy
Chief Credit Officer
Senior Managing Director

SCHEDULE A

| Mark | Trademark Registration Number | Date of Registration |
|-------------------|--|---------------------------------|
| Superverter | 2482111 | 8/28/01 |
| Megaverter | 2281762 | 9/28/99 |
| Univerter | 2281572 | 9/28/99 |
| Nanoverter | 1951638 | 1/23/96 |
| Picoverter | 1914092 | 8/22/95 |
| Verter and design | 1694114 | 6/16/92 |
| Microverter | 1711279 | 9/1/92 |

Schedule A