

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Confirmatory Assignment of Security Interest in United States Patents, Trademarks and Copyrights	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Powervar, Inc.		04/30/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, As Agent		
Street Address:	222 South Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	a banking corporation: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2130433	POWERVAR	
Registration Number:	2223246	GLOBAL POWER INTERFACE	
Registration Number:	2453454	GROUND GUARD	
Serial Number:	78796166	ETA SYSTEMS LEADING BY DESIGN.	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31417.00.0033		

CH \$115.00 2130433

900162048

TRADEMARK
REEL: 004204 FRAME: 0872

NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	05/12/2010
Total Attachments: 5 source=Powervar - Confirmatory Assignment of Security Agreemen#page1.tif source=Powervar - Confirmatory Assignment of Security Agreemen#page2.tif source=Powervar - Confirmatory Assignment of Security Agreemen#page3.tif source=Powervar - Confirmatory Assignment of Security Agreemen#page4.tif source=Powervar - Confirmatory Assignment of Security Agreemen#page5.tif	

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of April 30, 2010, by and from POWERVAR, INC., an Illinois corporation (the "Assignor"), whose principal address is 1450 Lakeside Drive, Waukegan, Illinois 60085, to and in favor of FIFTH THIRD BANK, whose principal address is 222 South Riverside Plaza, 30th Floor, Chicago, Illinois 60606, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Assignor, Assignee and the Lenders, as amended, amended and restated, supplemented or otherwise modified from time to time.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations) and all commitments of the Lenders to lend under the Loan Agreement have terminated or expired and all Swap Agreements have terminated and all Letters of Credit have terminated or cash collateralized pursuant to Section 6.5 of the Loan Agreement, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the

security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

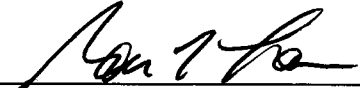
- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

*(Signature Page to Confirmatory Assignment of Security Interest
in U.S. Patents, Trademarks and Copyrights)*

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory
Assignment effective as of the above-indicated date.

POWERVAR, INC., an Illinois corporation

By:  _____

Name: George Z. Lannert

Title: President and Chief Executive Officer

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Trademark:

United States Trademarks (Active)

MARK (LOGO)	REG. NO.	REG. DATE	STATUS
POWERVER	2130433	1/20/1998	Active
GLOBAL POWER INTERFACE	2223246	2/9/1999	Active
GROUND GUARD	2453454	5/22/2001	Active

United States Trademarks (Pending)

MARK (LOGO)	APP NO./SERIAL NO.	APP. DATE	STATUS
ETA SYSTEMS LEADING BY DESIGN	78796166	1/20/2006	Pending

Canadian Trademark

MARK (LOGO)	REG. NO.	REG. DATE	STATUS
POWERVER	TMA 608240	4/22/2004	Active

European Trademark

MARK (LOGO)	APP. NO.	REG. DATE	STATUS
PV POWERVER	001628205	6/18/2001	Active

Patents:

<i>PATENT TITLE</i>	<i>PATENT NO.</i>	<i>ISSUE DATE</i>	<i>STATUS</i>
Power Conditioning Device and Method	5,448,443	9/5/1995	Active
Transformerless Conditioning of a Power Distribution System	5,666,255	9/9/1997	Active
Low Level Ground Conditioning (GCL)	5,781,386	7/14/1998	Active

Copyrights:

None.