

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
EDSA MICRO CORPORATION		08/06/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DP Three LLC
Street Address:	411 West Putnam Avenue
Internal Address:	c/o Wexford Capital
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85027251	POWER ANALYTICS
Registration Number:	3118508	POWER ANALYTICS
Registration Number:	3028018	P
Registration Number:	2096997	PALADIN
Registration Number:	1821152	EMTAP
Registration Number:	1762571	
Registration Number:	1768457	EDSA

CORRESPONDENCE DATA

Fax Number: (212)318-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212.318.3000
 Email: thambidge@fulbright.com
 Correspondent Name: Todd R. Hambidge
 Address Line 1: 666 Fifth Avenue

OP \$190.00 85027251

900168811

**TRADEMARK
 REEL: 004255 FRAME: 0890**

Address Line 2: Fulbright & Jaworski LLP
Address Line 4: New York, NEW YORK 10103

ATTORNEY DOCKET NUMBER:	10503453
NAME OF SUBMITTER:	Todd R. Hambidge
Signature:	/Todd R. Hambidge/
Date:	08/06/2010

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of August 6, 2010 is made by EDSA MICRO CORPORATION, a Delaware corporation, located at 16870 West Bernardo Drive, #330, San Diego, California 92127 (the "Obligor"), in favor of DP Three LLC, a Delaware limited liability company, located at c/o Wexford Capital LP, 411 West Putnam Avenue, Greenwich, Connecticut 06830 (the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to the Secured Bridge Loan Note of EDSA MICRO CORPORATION dated August 6, 2010 (as may be amended, extended or supplemented from time to time, the "Note"), the Secured Party has agreed to make a loan to the Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Note, the Obligor pledged and granted to the Secured Party a continuing security interest in all of its intellectual property, including all of its trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make loans and other financial accommodations to the Obligor pursuant to the Note, the Obligor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Note.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under all of its trademarks (including, without limitation, those items listed on Schedule A hereto, and the entire goodwill of the business of the Obligor connected with and symbolized by such trademarks) (collectively, the "Collateral"), to the Secured Party to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the

Secured Party in connection with the Note and is expressly subject to the terms and conditions thereof. The Note (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of the Note shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and to be performed within New York State.

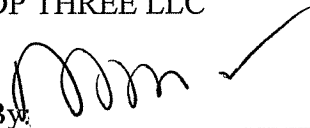
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EDSA MICRO CORPORATION

By: _____
Name:
Title:

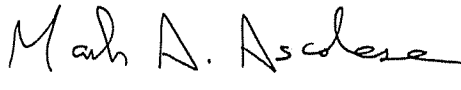
DP THREE LLC

By:  _____
Name:
Title: **Arthur Amron**
Vice President and Assistant Secretary

Prepared by Shawn Smith@Felbright
Approved by Julie Jones

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EDSA MICRO CORPORATION

By: 

Name: Mark A. Ascolese

Title: CEO

DP THREE LLC

By: _____

Name:

Title:

SCHEDULE A

Serial Number	Reg. Number	Word Mark	Reg. Date
85027251		POWER ANALYTICS	
78577838	3118508	POWER ANALYTICS	May 8, 2006
78492130	3028018	P	Dec. 13, 2005
75107002	2096997	PALADIN	Sept. 16, 1997
74396221	1821152	EMTAP	Feb. 15, 1994
74281646	1762571	Wave Design	Apr. 6, 1993
73640942	1768457	EDSA	May 4, 1993