

**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
Soft Switching Technologies Corporation		03/09/2011	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2877373	SOFTSWITCHING
Registration Number:	2725813	I-GRID
Registration Number:	2545083	MEGADYSC
Registration Number:	2522706	PRODYSC
Registration Number:	2594372	MINIDYSC
Registration Number:	2563745	DYNAMIC SAG CORRECTOR
Registration Number:	2522702	DYSC
Registration Number:	3648190	GRID ALERT
Registration Number:	2786146	SOFTSWITCHING TECHNOLOGIES
Registration Number:	2744178	I-SENSE

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900186231**

**TRADEMARK  
 REEL: 004497 FRAME: 0414**

**CH \$265.00 2877373**

Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	707065
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/14/2011

Total Attachments: 10  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Soft Switching Technologies Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Wisconsin
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Silicon Valley Bank

Internal Address: \_\_\_\_\_

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: USA Zip: 95054

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship USA - CA

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 3/9/2011

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

Please see Exhibit C

B. Trademark Registration No.(s)

Please see Exhibit C

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: ny Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: \_\_\_\_\_ ORDER# \_\_\_\_\_

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

[Signature]  
Signature

3/14/11  
Date

Laura A. Cadogan  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 9, 2011 by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business located at 3003 Tasman Drive, Santa Clara, California 95054 ("Bank") and **SOFT SWITCHING TECHNOLOGIES CORPORATION**, a Wisconsin corporation, with its principal place of business at 8155 Forsythia Street, Middleton, WI 53562 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (i) that certain Loan and Security Agreement by and among Bank, Grantor and Switchboard Apparatus, Inc., dated as of March 9, 2011, and (ii) that certain Export-Import Bank Loan and Security Agreement by and among Bank, Grantor and Switchboard Apparatus, Inc., dated as of March 9, 2011 (as the same may be amended, modified or supplemented from time to time, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under 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.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. 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 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 on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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 set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, 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 on Exhibit C attached hereto (collectively, the "Trademarks");

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

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:


Address of Grantor:

SOFT SWITCHING TECHNOLOGIES CORPORATION

\_\_\_\_\_

By:  \_\_\_\_\_

Attn: \_\_\_\_\_

Title:  \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021

By:  \_\_\_\_\_

Attn: Mr. Joe Camacho

Title: Deal Team Leader \_\_\_\_\_

EXHIBIT A

**COPYRIGHTS**

<b>TITLE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>CURRENT OWNER</b>	<b>ENCUMBRANCES</b>
I-GRID SYSTEM	TXu1144942	01/14/2003	Soft Switching Technologies Corporation	

EXHIBIT B

**PATENTS**

PATENT	COUNTRY	PATENT/PUB NUMBER	ISSUE/PUB DATE	STATUS	OWNER	ENCUMBRANCES
POWER CONVERSION AND VOLTAGE SAG CORRECTION WITH REGENERATIVE LOADS	US	7,158,393	01/02/2007	Issued	Soft Switching Technologies Corporation	
DUAL FEED POWER SUPPLY SYSTEMS WITH ENHANCED POWER QUALITY	US	7,129,599	10/31/2006	Issued	Soft Switching Technologies Corporation	
DISTRIBUTED FLOATING SERIES ACTIVE IMPEDANCES FOR POWER TRANSMISSION SYSTEMS	US	7,105,952	09/12/2006	Issued	Soft Switching Technologies Corporation	
DISTRIBUTED FLOATING SERIES ACTIVE IMPEDANCES FOR POWER TRANSMISSION SYSTEMS	EP	1668756	06/14/2006	Issued	Soft Switching Technologies Corporation	
DISTRIBUTED FLOATING SERIES ACTIVE IMPEDANCES FOR POWER TRANSMISSION SYSTEMS	JP	2007507999	03/29/2007	Issued	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	US	6,118,676	09/12/2000	Issued	Soft Switching Technologies Corporation	
SINGLE PHASE TO THREE PHASE CONVERTER	US	5,969,957	10/19/1999	Issued	Soft Switching Technologies Corporation	



PATENT	COUNTRY	PATENT/PUB NUMBER	ISSUE/PUB DATE	STATUS	OWNER	ENCUMBRANCE
SOFT SWITCHING DC-TO-DC CONVERTER WITH COUPLED INDUCTORS	US	5,781,419	07/14/1998	Issued	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	US	20080278976	11/13/2008	Published	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	EP	2147490	01/27/2010	Published	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	CA	2687696	11/20/2008	Published	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	KR	20100017790	02/16/2010	Published	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	CN	101711448	05/19/2010	Published	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	MX	2009012026	03/31/2010	Published	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	JP	2010527225	08/05/2010	Published	Soft Switching Technologies Corporation	
DYNAMIC VOLTAGE SAG CORRECTION	IN	200907297	06/25/2010	Published	Soft Switching Technologies Corporation	

EXHIBIT C

**TRADEMARKS**

MARK	COUNTRY / STATE	APP NO./ REG. NO.	FILING DATE/REG. DATE	STATUS	CURRENT OWNER	ENCUMBRANCES (None, unless otherwise indicated)
SOFTSWITCHING	US	2,877,373	08/24/2004	Registered	Soft Switching Technologies Corporation	
I-GRID	US	2,725,813	06/10/2003	Registered	Soft Switching Technologies Corporation	
MEGADYSC	US	2,545,083	03/05/2002	Registered	Soft Switching Technologies Corporation	
PRODYSC	US	2,522,706	12/25/2001	Registered	Soft Switching Technologies Corporation	
MINIDYSC	US	2,594,372	07/16/2002	Registered	Soft Switching Technologies Corporation	
DYNAMIC SAG CORRECTOR	US	2,563,745	04/23/2002	Registered	Soft Switching Technologies Corporation	
DYSC	US	2,522,702	12/25/2001	Registered	Soft Switching Technologies Corporation	
GRID ALERT	US	3,648,190	06/30/2009	Registered	Soft Switching Technologies Corporation	
SOFTSWITCHING TECHNOLOGIES	US	2,786,146	11/25/2003	Registered	Soft Switching Technologies Corporation	

MARK	COUNTRY / STATE	APP NO./ REG. NO.	FILING DATE/REG. DATE	STATUS	CURRENT OWNER	ENCUMBRANCES (None, unless otherwise indicated)
I-SENSE	US	2,744,178	07/29/2003	Registered	Soft Switching Technologies Corporation	

EXHIBIT D

Mask Works

**NONE**

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