

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Security Agreement																														
CONVEYING PARTY DATA																															
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CORRESPONDENCE DATA																															
Fax Number: <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																															

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Email: michael.barys@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: c/o Cahill Gordon & Reindel LLP
Address Line 2: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Elaine Carrera

Signature:

/Michael Barys TR/

Date:

11/25/2013

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

November 22, 2013

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of Artesyn Technologies, Inc., a Florida corporation with principal offices at 5810 Van Allen Way, Carlsbad, California 92008 ("ATF") and Emerson Network Power – Embedded Computing, Inc., a Wisconsin corporation with principal offices at 2900 S. Diablo Way, Suite 190, Tempe, Arizona 85282 ("ENP") and, together with ATF, the "Grantors" and each, a "Grantor"), hereby pledges and grants (this "Grant") to The Bank of New York Mellon Trust Company, N.A., as Collateral Agent, with principal offices at 10161 Centurion Parkway N. 2nd Floor, Jacksonville, FL 32256 (the "Grantee"), for the benefit of the Secured Parties (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (but prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Mark Collateral"). Notwithstanding the foregoing, in no event shall Mark Collateral include any "intent to use" Mark application for which a statement of use has not been filed (but only until such statement is filed and accepted by the United States Patent and Trademark Office whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Mark Collateral).

This Grant is made to secure the prompt and complete payment and performance when due of all the Secured Obligations (as such term is defined in the Security Agreement among the Grantors party hereto, the other grantors from time to time party thereto and the Grantee, dated as of November 22, 2013 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") of the Grantors. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge and deliver to the Grantors an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

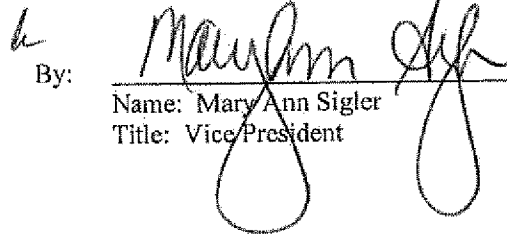
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

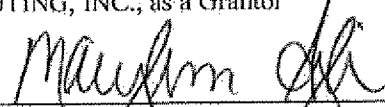
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

ARTESYN TECHNOLOGIES, INC. as a Grantor

By:  _____
Name: Mary Ann Sigler
Title: Vice President

[Grant of Security Interests in US Trademarks]

EMERSON NETWORK POWER – EMBEDDED
COMPUTING, INC., as a Grantor

h By: 
Name: Mary Ann Sigler
Title: Vice President

[Grant of Security Interests in US Trademarks]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Collateral Agent and Grantee

By: 
Name: Michael Countryman
Title: VICE PRESIDENT

[Grant of Security Interests in US Trademarks]

SCHEDULE A

Mark	Filing Date	Reg. No.	Reg. Date	Owner
ARTESYN	1/9/1998	2238583	4/13/1999	Artesyn Technologies, Inc.
ARTESYN (Stylized) ARTESYN	1/20/1998	2277389	9/14/1999	Artesyn Technologies, Inc.

Mark	Filing Date	Reg. No.	Reg. Date	Owner
CENTELIS	7/16/2007	3388682	2/26/2008	Emerson Network Power - Embedded Computing, Inc.
COMSTRUCT	6/6/2008	3696676	10/13/2009	Emerson Network Power - Embedded Computing, Inc.
KATANA	2/20/2003	2971749	7/19/2005	Emerson Network Power - Embedded Computing, Inc.
KOSAI	4/25/2005	3423304	5/6/2008	Emerson Network Power - Embedded Computing, Inc.
SPIDERWARE	2/20/2003	2957553	5/31/2005	Emerson Network Power - Embedded Computing, Inc.
SRSTACKWARE	10/23/2009	4020030	8/30/2011	Emerson Network Power - Embedded Computing, Inc.
STACKWARE	6/12/2000	2745701	8/5/2003	Emerson Network Power - Embedded Computing, Inc.