

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307396

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 05/19/2014 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Power-One, Inc. | | 06/05/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PAI Capital LLC | | |
| Street Address: | 740 Calle Plano | | |
| City: | Camarillo | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 93012 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3130604 | Z-ONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2033276401 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2033274500 | | |
| Email: | docketing@ogrp.com | | |
| Correspondent Name: | Charles N.J. Ruggiero | | |
| Address Line 1: | Ohlandt, Greeley, Ruggiero, & Perle, LLP | | |
| Address Line 2: | One Landmark Square, 10th Floor` | | |
| Address Line 4: | Stamford, CONNECTICUT 06901 | | |
| ATTORNEY DOCKET NUMBER: | 0009866USI/4441C | | |
| NAME OF SUBMITTER: | Charles N.J. Ruggiero | | |
| SIGNATURE: | /Charles N.J. Ruggiero/ | | |
| DATE SIGNED: | 06/12/2014 | | |
| Total Attachments: 5 | | | |
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| source=UNITED_STATES_Trademark_Assignment#page2.tif | | | |
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| TRADEMARK | | | |

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SHORT FORM TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") effective as of May 19, 2014 (the "Effective Date"), is entered into by and between Power-One, Inc. a Delaware corporation ("Assignor"), and PAI Capital LLC, a Delaware limited liability company ("Assignee") (Assignor and Assignee each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Assignor and Assignee have entered into an Intellectual Property Assignment Agreement (U.S.) on the date hereof (the "IP Assignment Agreement"), pursuant to which, among other things, Assignor has agreed to sell, and Assignee has agreed to purchase all of Assignor's right, title and interest in and to the trademark registrations and applications listed in Schedule A (collectively, the "Assigned Marks"), including, without limitation, all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon and all applications for registrations thereof; and

WHEREAS, pursuant to the IP Assignment Agreement, Assignor agrees to assign to Assignee, and Assignee wishes to acquire from Assignor, Assignor's entire right, title and interest in the Assigned Marks, and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the IP Assignment Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Pursuant to the IP Assignment Agreement, Assignor, as of the Effective Date, hereby sells and assigns to Assignee and its successors and assigns, and Assignee hereby purchases, acquires and accepts, all of Assignor's right, title, and interest in, to and under the Assigned Marks, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon and all applications for registrations thereof, together with (A) the right to sue and recover damages for future or past infringements of the Assigned Marks and to fully and entirely stand in the place of the Assignor in all matters related thereto, (B) the right to prosecute, maintain and defend the Assigned Marks before any public or private agency, office or registrar and (C) the right, if any, to claim priority based on the filing dates of any of the Assigned Marks.

2. Cooperation. At Assignee's sole cost and expense, Assignor shall take reasonable actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to those Assigned Marks assigned to it hereunder.

3. Recordation. Assignee shall be solely responsible for all actions and all costs and expenses whatsoever, including but not limited to taxes, attorneys' fees and trademark office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned Marks and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned Marks. The Assignor hereby

authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Assigned Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Disclaimer. There are no warranties, representations or conditions, express or implied, statutory or otherwise between the Parties under this Assignment. ASSIGNEE ACKNOWLEDGES THAT THE ASSIGNED MARKS ARE CONVEYED WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY UNDER THIS ASSIGNMENT, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING WITHOUT LIMITATION BY ASSIGNOR, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, ACCOUNTANTS, FINANCIAL, LEGAL OR OTHER REPRESENTATIVES OR ANY AFFILIATE OF SUCH PERSON.

5. Governing Law. This Assignment shall be governed by the law of the State of New York.

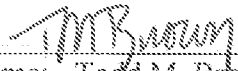
6. Entire Agreement. This Assignment, along with its Schedule and the IP Assignment Agreement and its Schedules, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect hereto.

7. General Provisions. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both Parties. The failure of a Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR

By 
Name: Todd M. Brown
Title: President

ASSIGNEE

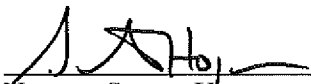
By _____
Name: Steven Hogge
Title: Authorized Representative

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR

By _____
Name: Todd M. Brown
Title: President

ASSIGNEE

By  _____
Name: Steven Hogge
Title: Authorized Representative

SCHEDULE A

Assigned Marks

| Mark | App./Serial No. | Reg. No. | Reg. Date |
|-------|-----------------|-----------|-----------|
| Z-ONE | 78/351,962 | 3,130,604 | 8/15/2006 |