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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Deutsche Bank Trust Company,
As Collateral Agent

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

Execution Date: April 16, 2003

2. Name and address of receiving party(ies)

Name: Elgar Electronics Corporation
Internal
Address: _____

Street Address: 9250 Brown Deer Road
City: San Diego State: CA Zip: 92121

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State California
- Other _____

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Attached
Schedule A of Trademark Release

B. Trademark Registration No.(s) See Attached
Schedule A of Trademark Release

Additional number(s) attached Yes No

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

Name: Karen L. Doerner

Internal Address: Corporate Supervisor

Gibson, Dunn & Crutcher LLP

Street Address: 200 Park Avenue

49th floor

City: NY State: NY Zip: 10166

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Karen L. Doerner, Corp. Supervisor
Name of Person Signing

Karen L. Doerner
Signature

April 17, 2003
Date

Total number of pages including cover sheet, attachments, and document: 4

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

1 FC 321 40.00 DP
2 FC 322 25.00 DP

TRADEMARK
REEL: 002715 FRAME: 0046

SCHEDULE - A

Schedule of Trademarks

<u>Corporation</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date of Filing</u>	<u>Registration No.</u>	<u>Registration Date</u>
Elgar Electronics Corporation	"POWER TEN INC." (and design)	75/318,887	07/03/97	2,203,753	11/17/98
Elgar Electronics Corporation	"SORENSEN"	72/424,413	05/15/72	0,972,782	11/13/73

TRADEMARK RELEASE

This Release is made and granted as of April 16, 2003 by Deutsche Bank Trust Company Americas (formerly known as Bankers Trust Company), as Collateral Agent (the "Agent"), with principal offices at 130 Liberty Street, New York, New York 10006, to Elgar Electronics Corporation, a California corporation (the "Assignor"), with principal offices at 9250 Brown Deer Road, San Diego, California 92121.

WHEREAS, the Assignor and the Agent were parties to a certain Security Agreement, dated November 20, 2001 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Assignor granted to the Agent a security interest in certain U.S. trademark registrations and U.S. trademark applications (the "Marks"), including, but not limited to, those set forth on Schedule A attached hereto, as security for the Secured Obligations (as defined in the Security Agreement), which grant of such security interests was duly recorded on February 24, 1999 at Trademark Reel/Frames 1861/0212 and 1861/0668 in the United States Patent and Trademark Office; and

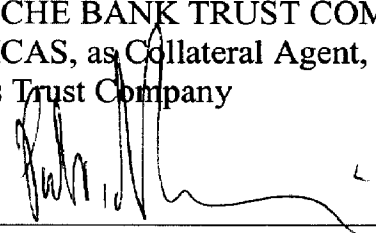
WHEREAS, the Assignor has satisfied its obligations under the Security Agreements and the Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all security interests, liens and encumbrances respecting the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual promises under the Security Agreements, the Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor, without recourse or warranty, any and all right, title and interest in and to (a) the Marks, (b) all Proceeds

(as such term is defined in the Security Agreement) and products of the Marks, (c) the goodwill of the Assignor's business symbolized by the Marks and (d) all causes of action arising prior to or after November 20, 2001 for infringement of any of the Marks or unfair competition regarding the same. The Agent further agrees to take such action as may be reasonably requested by the Assignor from time to time to effectuate and carry out the provisions and intent of this Release.

Executed as of the date set forth above.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent, f/k/a
Bankers Trust Company

By:  _____

Name:

Title:

Patrick Dowling
Vice President