

Form PTO-1594 (rev 06/04)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U. S. Department of Commerce Patent and Trademark Office																
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)/Execution Date(s): U.S. Bank National Association _____ Individual(s) _____ Association _____ General Partnership _____ Limited Partnership _____ Corporation <input checked="" type="checkbox"/> Other National Banking Association Citizenship USA Execution Date(s) June 27, 2003 Additional name(s) of conveying party(ies) attached? _____ Yes <input checked="" type="checkbox"/> No			2. Name and Address of receiving party(ies) Additional name(s) & address(es) attached? _____ Yes <input checked="" type="checkbox"/> No Name: Elgar Electronics Corporation Internal Address: _____ Street Address: 9250 Brown Deer Road City: San Diego State: California Country: USA Zip: 92121 _____ Association – Citizenship _____ _____ General Partnership – Citizenship _____ _____ Limited Partnership – Citizenship _____ <input checked="" type="checkbox"/> Corporation – Citizenship California _____ Other _____ _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached _____ Yes _____ No.																	
3. Nature of conveyance: _____ Assignment _____ Merger _____ Security Agreement _____ Change of Name _____ Government Interest Assignment <input checked="" type="checkbox"/> Other Termination and Release of Security Interest in Trademarks																				
4. Application number(s) or registration number(s):																				
A. Trademark Application No(s).			B. Trademark Registration No(s). <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">972782</td> <td style="width:33%;">2624857</td> <td style="width:33%;">2788297</td> </tr> <tr> <td>2781232</td> <td>2548822</td> <td>2713410</td> </tr> <tr> <td>2796705</td> <td>2551585</td> <td>2203753</td> </tr> <tr> <td>2624856</td> <td>2596187</td> <td>2548827</td> </tr> <tr> <td>2548824</td> <td>2684819</td> <td>2548823</td> </tr> </table>			972782	2624857	2788297	2781232	2548822	2713410	2796705	2551585	2203753	2624856	2596187	2548827	2548824	2684819	2548823
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Additional numbers attached? _____ Yes <input checked="" type="checkbox"/> No																				
5. Name and address of party to whom correspondence concerning document should be mailed: Elaine Ziff, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2656 Fax: (917) 777-2656 eziff@skadden.com			6. Total number of applications and registrations involved: 15																	
			7. Total fee (37 CFR 1.21(h) and 3.41) \$390 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 084950/4)																	
			8. Payment Information Deposit Account No. 19-2385 Authorized user Name: Evans Richardson																	
9. Signature.																				
 _____ Signature Elaine Ziff, Esq. Name of Person Signing			November 17, 2006 Date Total number of pages including cover sheet, and documents:																	
			# 8																	

CH \$390.00 192385 0972782

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS is entered into as of March 8, 2004 by and between U.S. BANK NATIONAL ASSOCIATION ("Collateral Agent"), as Collateral Agent under that certain Amended and Restated Security Agreement dated as of June 27, 2003, and ELGAR ELECTRONICS CORPORATION ("Debtor").

WITNESSETH:

WHEREAS, Debtor and Collateral Agent are parties to that certain Trademark Security Agreement dated as of April 16, 2003 (the "Trademark Security Agreement"), that certain Pledge and Security Agreement dated as of April 16, 2003 (the "Security Agreement"), that certain Confirmation of Trademark Security Agreement dated as of June 27, 2003 (the "Confirmation") and that certain Confirmation and Amendment of Pledge and Security Agreement dated as of June 27, 2003 (the "Amendment"); collectively with the Trademark Security Agreement, the Security Agreement and the Confirmation, the "Security Agreements");

WHEREAS pursuant to the Security Agreements, Debtor granted Collateral Agent a security interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, those certain trademarks, registered trademarks and trademark applications set forth in Schedule A (collectively, the "Trademarks"), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on (i) April 21, 2003 at Reel 002637; Frame 0011 and (ii) June 27, 2003 at Reel 002684; Frame 0708; and

WHEREAS, Debtor has satisfied its obligations under the Security Agreements and Collateral Agent now desires to terminate and release the entirety of its security interests, liens and encumbrances respecting the Trademarks and restore all right, title and interest in and to the Trademarks to Debtor.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest in Trademarks, Collateral Agent and Debtor hereby agree as follows:

1. Collateral Agent hereby terminates and releases in its entirety its security interests, liens and encumbrances respecting the Trademarks and hereby releases, discharges, quitclaims and relinquishes unto Debtor any and all right, title and interest in, to and under the Trademarks, including, without limitation, all registrations, applications, recording and common law rights thereto; all renewals thereof; all income, license royalties, damages and payments now or hereafter due and/or payable with respect thereto; the right to sue for past, present and future infringement thereof; all rights corresponding thereto throughout the world; and the goodwill of Debtor's business connected with and symbolized by the foregoing.

2. Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any other applicable foreign authorities to record this release.

3. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and do any other acts as may be reasonably necessary from time to time to effectuate and carry out the provisions and intent of this Termination and Release of Security Interest in Trademarks.

4. This Termination and Release of Security Interest in Trademark governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Collateral Agent and Debtor have caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

By: Frank P. Leslie III
Name: Frank P. Leslie III
Title: Vice President

ELGAR ELECTRONICS CORPORATION

By: _____
Name: John P. Mei
Title: Chief Financial Officer

Trademark Termination and Release Agreement

IN WITNESS WHEREOF, Collateral Agent and Debtor have caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered by its officers and duly authorized as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

ELGAR ELECTRONICS CORPORATION

By: John P. Mei
Name: John P. Mei
Title: Chief Financial Officer

ELECTRONICS CORPORATION

CALIFORNIA

San Diego

) ss.

-04

before me,

Kimberly M. Dvorak, Notary Public

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

appeared

John P. Mei

Name of Signer(s)

known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KIMBERLY M. DVORAK
Commission # 1321423
Notary Public - California
San Diego County
My Comm. Expires Sep 20, 2005

WITNESS my hand and official seal.

Kimberly M. Dvorak, Notary Public

Signature of Notary Public

OPTIONAL

This form is not required by law, it may prove valuable to persons relying on the document and could be used for the subsequent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

Officer

CFO

Title(s)

(a)

☐ Limited☐ General

In-Fact

Conservator

Representing:

Person(s) or Entity(ies)

Electronics Corporation

DESCRIPTION OF ATTACHED DOCUMENT

Trademark Termination and
Release Agreement

Title or Type of Document

Number of Pages

Date of Document

None

Signer(s) Other Than Named Above

Trademark Termination and Release Agreement

TRADEMARK

REEL: 003435 FRAME: 0017

Schedule A

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Elgar Electronics Corporation	United States	ELGAR	11/11/03	2,781,232
Elgar Electronics Corporation	United States	ELGAR (stylized)	12/23/03	2,796,705
Elgar Electronics Corporation	United States	SMARTWAVE	9/24/02	2,624,856
Elgar Electronics Corporation	United States	SW	3/19/02	2,548,824
Elgar Electronics Corporation	United States	TW	9/24/02	2,624,857
Elgar Electronics Corporation	United States	EW	3/19/02	2,548,822
Elgar Electronics Corporation	United States	GUPS	3/26/02	2,551,585
Elgar Electronics Corporation	United States	CONTINUOUSWAVE	7/16/02	2,596,187
Elgar Electronics Corporation	United States	CW	2/4/03	2,694,819

TRADEMA

REEL: 003435 FRAME: 0010

Elgar Electronics Corporation	United States	POWER TEN	12/2/03	2,788,297
Elgar Electronics Corporation	United States	POWER TEN (stylized)	5/6/03	2,713,410
Elgar Electronics Corporation	United States	POWER TEN INC. and Design	11/17/98	2,203,753
Elgar Electronics Corporation	United States	ELGAR	3/19/02	2,548,827
Elgar Electronics Corporation	United States	ELGAR (stylized)	3/19/02	2,548,823
Elgar Electronics Corporation	United States	elgar.com	11/10/95 (expires 11/9/05)	N/A
Power Ten, Inc.	United States	power ten.com	8/18/95 (expires 8/19/03)	N/A

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Trademark Termination and Release Agreement

TRADEMARK

REEL: 003435 FRAME: 0019

ED: 11/21/2006