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
X Other **National Banking Association**

Citizenship **USA**

Execution Date(s) **June 27, 2003**

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

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? ___ Yes X 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 _____
X 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
X 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).

972782	2624857	2788297
2781232	2548822	2713410
2796705	2551585	2203753
2624856	2596187	2548827
2548824	2684819	2548823

Additional numbers attached? ___ Yes X 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**

X 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. _____ **November 17, 2006**
Signature Date

Elaine Ziff, Esq.
Name of Person Signing

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 Loan 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*]

TRADEMA
REEL: 003435 FRA

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

ELGAR ELECTRONICS CORPORATION

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

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

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name:
Title:

ELGAR ELECTRONICS CORPORATI

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

ECTRONICS 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

below is not required by law, it may prove valuable to persons relying on the document and could ent reattachment of this form.

TY(IES) CLAIMED BY SIGNER(S)	DESCRIPTION OF ATTACHED DOCUMENT
Officer CFO Title(s)	Trademark Termination and Release Agreement Title or Type of Document
☐ Limited ☐ General	Number of Pages
n-Fact Conservator	Date of Document
senting: on(s) or Entity(ies) Electronics Corporation	None Signer(s) Other Than Named Above

ation and Release Agreement

Schedule A

Owner	Jurisdiction	Trademark	Registration Date	Registration Number
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	2,684,819

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Elgar Electronics Corporation	United States	POWERTEN	12/2/03	2,788,297
Elgar Electronics Corporation	United States	POWERTEN (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	powerten.com	8/18/95 (expires 8/19/03)	N/A

RECORDED: 11/21/2006

TRADEMARK
REEL: 003435 FRAME: 0019