

MKS 7-19-99

FORM PT
Expires 06/30/99
OMB 0651-0027

07-21-1999



101097547

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

07/20/1999 MTHA11 00000287 500324 1407428

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 275.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001931 FRAME: 0106

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-848-7928

Name

David E. Boundy

Address (line 1)

Shearman & Sterling

Address (line 2)

599 Lexington Avenue

Address (line 3)

New York, NY 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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1407428	1300335	2212312
1870358	1799119	1152248
1753724	1468110	1551719

Number of Properties

Enter the total number of properties involved.

#

12

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-0324

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

David E. Boundy

Name of Person Signing

David E. Boundy
Signature

July 14, 1999
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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City

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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COLLATERAL ASSIGNMENT OF SECURITY INTEREST

This COLLATERAL ASSIGNMENT OF SECURITY INTEREST dated July 1, 1999, a principal place of business at 233 Kansas Street, El Segundo, California 90245 (the "Grantor"), in favor of Banque Nationale de Paris, having a place of business at 725 South Figueroa Street, Suite 2090, Los Angeles, California 90017, as the agent (together with any successor thereto appointed pursuant to Article VII of the Credit Agreement referred to below, the "Grantee") for the Secured Parties (as defined in the Credit Agreement referred to below).

Grantor is party to a Credit Agreement dated as of July 1, 1999 (as amended, supplemented or otherwise modified from time to time, and together with all exhibits, schedules, documents, and instruments ancillary thereto, the "Credit Agreement") with the financial institutions party thereto from time to time and the Grantee, as agent. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor entered into a Security Agreement dated July 1, 1999 (as amended, supplemented or otherwise modified hereafter from time to time, the "Security Agreement") with the other grantors party thereto in favor of the Grantee, pursuant to which the Grantor has granted to the Grantee for its benefit and the ratable benefit of the other Secured Parties a security interest in, inter alia, all of the Grantor's rights, title, and interest in and to trademarks and trademark applications and registrations therefor whether then owned or thereafter acquired or created, including, without limitation, the trademarks and trademark applications and registrations therefor listed on Schedule A hereto (the "Trademarks").

The parties desire to record the Grantor's grant of the security interest in the Trademarks to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Grant. Grantor hereby grants to Grantee for its benefit and the ratable benefit of the other Secured Parties, a security interest in and to all of the Grantor's right, title and interest in and to the following:

(i) the Trademarks (but excluding any United States Intent to Use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an Intent to Use trademark application under applicable law), together with any and all extensions and renewals thereof;

(ii) any and all claims for damages for past, present , and future infringement, misappropriation, or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

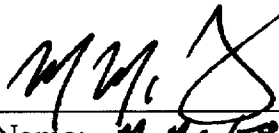
SECTION 2. Recordation. The parties authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Collateral Assignment of Security Interest.

SECTION 3. Conflict. In the event that any term of this Agreement does or may conflict with the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Grantor has caused this Collateral Assignment of Security Interest to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

INTERNATIONAL RECTIFIER CORP.

By 
Name: *M M c Ba*
Title: *Gen CFO*

SCHEDULE A

TRADEMARKS

TRADEMARK	COUNTRY	FILE NO.	COMPUTER NO.	FILED SERIAL	
BOSFET	UNITED STATES	IR-TM-62		06/05/85	1,407,428
		0002-0177		73/541,986	
CHIPSWITCH	UNITED STATES	IR-TM-64		10/11/83	1,390,335
		0002-0243		73/447,293	
FETKY	UNITED STATES	T/2-1177		04/10/97	2,212,312
		0002-1177		75/272,051	
HALF-PAK	UNITED STATES	IR-TM-77 ITU		01/08/92	1,870,358
		0002-0612		74/236,101	
HEXDIP	UNITED STATES	IR-TM-58		06/30/92	1,749,119
		0002-0217		74/290,069	
HEXFET	UNITED STATES	IR-TM-54		08/13/79	1,152,248
HEXFRED	UNITED STATES	IR-TM-78		05/26/92	1,754,724
		0002-0631		74/279,530	
HEXSENSE	UNITED STATES	IR-TM-75		02/17/87	1,468,110
		0002-0482		73/644,762	
IR	UNITED STATES	IR-TM-70		09/23/88	1,551,719
		0002-0462		73/754,353	
IR & Design	UNITED STATES	IR-TM-22		04/04/61	737,057
		0002-0172		73/117,107	
POW-IR-TRAIN	UNITED STATES	T/2-902		02/08/95	2,093,436
		0002-0902		74/631,344	
PVR	UNITED STATES	IR-TM-65		06/10/85	1,398,324
		0002-0241		73/541,988	

neg #