



101243795

documents or copy thereof.

To the Commissioner of Patents and Trademark

1. Name of conveying party(ies): m&d
 Conductus, Inc.
12-27-99

Individuals Association
 General Partnership Limited Partnership
 Corporation—State of Delaware
 Other:

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

2. Name and address of receiving party(ies):
 Star Cryoelectronics, L.L.C.
 862 Estates Drive
 Los Alamos, New Mexico 87544

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation—State of
 Other: Limited Liability Company, New Mexico

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be separate document from Assignment)

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

RECEIVED
1999 DEC 27 PM 3:07
OPR/FINANCE

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: October 8, 1999

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)
(1,812,785 MR. SQUID)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Sandra Epp Ryan
 Address: Merchant & Gould P.C.
 3100 Norwest Center
 90 South Seventh Street
 Minneapolis, MN 55402-4131

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

01/12/2000 DCDATES 00000118 1812785
01 FC:481 40.00 OP

DO NOT USE THIS SPACE

9. 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.

Sandra Epp Ryan
 Name of Person Signing

Sandra Epp Ryan
Signature

12/16/99
Date

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK ASSIGNMENT

WHEREAS, Conductus, Inc. ("Assignor") a Delaware Corporation having a business address of 969 West Maude Avenue, Sunnyvale, California 94086, adopted the trademark "MR. SQUID" (the "Mark") at least as early as January 1, 1992 and thereafter has made continuous use of said mark in commerce in connection with superconducting quantum interference devices used as circuits and sensors in scientific, medical and geoprospecting instruments;

WHEREAS, Assignor is the owner of its right, title and interest in the Mark, free and clear of any liens and encumbrances, and that Assignor is the owner of the federal trademark registration for the Mark, Registration No. 1,812,785, registered December 21, 1993; and

WHEREAS, Star Cryoelectronics, L.L.C. ("Assignee") a New Mexico limited liability company with a place of business at 862 Estates Drive, Los Alamos, NM 87544 is desirous of acquiring all right, title and interest in and to said Mark and trademark registration, and associated goodwill;

NOW THEREFORE, said Assignor hereby confirms and ratifies the assignment of rights stated herein effective as of July 19, 1999, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned and transferred, and by these presents does sell, assign and transfer, nunc pro tunc, unto said Assignee, its successors or assigns, its entire right, title and interest in and to said Mark, said U.S. registration, and with the goodwill of the business symbolized by said Mark. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the rights of Assignee in and to the Mark, at the expense of Assignee.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized representative this 8TH day of OCTOBER, 1999.

CONDUCTUS, INC.

By: *Charles E. Shalvoy*
Charles E. Shalvoy, President & CEO
Print Name and Title

STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

On this 8TH of OCTOBER, 1999, before me personally appeared the person who executed the foregoing instrument, and being first duly sworn, stated that he/she had authority to sign the above document, on his/her Company's behalf and that he/she did so of his/her own free will, and he/she duly acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

Carol Ann Kelly
Notary Public

