

11-15-2000



101517484

10-30-00

**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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

11/09/2000 RECEIVED 00000094 2308337

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 25.00 DP

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: 002174 FRAME: 0649

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2308337"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2308336"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

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: #

Order No. 79979-0000122


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.

Steven D. Hamilton

Name of Person Signing



Signature

10/30/00

Date Signed

**AGREEMENT OF MERGER
BY AND BETWEEN
SPACE ELECTRONICS, INC.,
A DELAWARE CORPORATION,
AND
MAXWELL ENERGY PRODUCTS, INC.,
A CALIFORNIA CORPORATION**

ENDORSED-FILED
In the office of the Secretary of State
of the State of California

JUN 30 2000

BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER (this "Merger Agreement") is entered into as of June 27, 2000 by and between Space Electronics Inc., a Delaware corporation ("Merging Corporation"), and Maxwell Energy Products, Inc., a California corporation ("Surviving Corporation").

1. Merging Corporation is authorized to issue 10,000,000 shares of common stock, \$0.01 par value (the "Merging Corporation Common Stock"). As of the date hereof, there are 5,000,000 shares of Merging Corporation Common Stock issued and outstanding.

2. Surviving Corporation is authorized to issue 10,000,000 shares of common stock, no par value (the "Surviving Corporation Common Stock") and 466,217 shares of Series A Preferred Stock, no par value (the "Surviving Corporation Preferred Stock"). As of the date hereof, 5,821,359 shares of Surviving Corporation Common Stock are issued and outstanding and all shares of Surviving Corporation Preferred Stock are issued and outstanding.

3. Merging Corporation shall be merged with and into Surviving Corporation (the "Merger") in accordance with the California General Corporation Law and the General Corporation Law of the State of Delaware and on the terms and conditions hereinafter set forth. At the Effective Time of the Merger (as hereinafter defined), the separate existence of Merging Corporation shall cease, Surviving Corporation shall be the surviving corporation and Surviving Corporation shall succeed, without other transfer, to all the rights and property of Merging Corporation and shall be subject to all the debts and liabilities thereof in the same manner as if Surviving Corporation had itself incurred them.

4. At the Effective Time of the Merger, each share of Merging Corporation Common Stock outstanding immediately prior to the Effective Time of the Merger (collectively, the "Shares") shall be converted into .811359 shares of Surviving Corporation Common Stock.

5. The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the Merger.

6. The conversion of Shares as provided in this Agreement shall occur automatically upon the Effective Time of the Merger without action by the holder thereof. The holder of such Shares thereupon shall surrender its certificate or certificates to Surviving

Corporation and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares into which its Shares theretofore represented by a certificate or certificates so surrendered shall have been converted as aforesaid.

7. The sole stockholder of Merging Corporation is acquiring Surviving Corporation Common Stock in this Merger for its own account and not with a view to or for sale in connection with any distribution of the security.

8. As of the Effective Time of the Merger, Surviving Corporation will substitute options to purchase shares of Surviving Corporation Common Stock pursuant to the Company's 2000 Stock Option Plan (the "Substitute Options") for the outstanding and unexercised options to purchase Merging Corporation Common Stock pursuant to Merging Corporation's 1999 Stock Option Plan (the "Merging Corporation Options"), at an exchange ratio equal to .811359 Substitute Options to each Merging Corporation Option, at an exercise price equal to the exercise price of the Merging Corporation Options divided by .811359, and will reserve a number of shares of Surviving Corporation Common Stock equal to the number of Substitute Options issued.

9. At the Effective Time of the Merger, the Restated Articles of Incorporation of Surviving Corporation shall be amended in the following respect:

Article 1 of the Restated Articles of Incorporation shall be amended in full as follows:

"The name of the corporation is Maxwell Electronic Components Group, Inc. (the "Corporation")."

Article 3.1 of the Restated Articles of Incorporation shall be amended in full as follows:

"The Corporation is authorized to issue two classes of stock to be designated respectively "Common Stock" and "Series A Preferred Stock." The total number of shares of stock which the Corporation shall have authority to issue shall be 20,466,217, consisting of 20,000,000 shares of Common Stock and 466,217 shares of Series A Preferred Stock."

10. Surviving Corporation's Articles of Incorporation, as amended, and Bylaws, as in effect at the Effective Time of the Merger, shall continue to be the Articles of Incorporation and Bylaws of Surviving Corporation after consummation of the Merger.

11. From time to time as and when required by Surviving Corporation or its successors or assigns, there shall be executed and delivered on behalf of Merging Corporation such deeds and other instruments, and there shall be taken or caused to be taken such further and other actions as shall be appropriate or necessary in order to vest or perfect in or to confirm in

record or otherwise in Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Merging Corporation, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of Merging Corporation or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

12. Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Merging Corporation as well as for the enforcement of any obligation of Surviving Corporation arising from the Merger, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. A copy of such process may be mailed to Surviving Corporation's address at 9275 Sky Park Court, 4th Floor, San Diego, CA 92123.

13. Prior to the filing of this Merger Agreement with the Secretary of State of the State of California and with the Secretary of State of the State of Delaware, this Merger Agreement may be amended or terminated by written agreement of the boards of directors of each of Merging Corporation and Surviving Corporation, or by their respective officers authorized by such boards of directors, notwithstanding approval of this Merger Agreement by the stockholder of Merging Corporation. In furtherance and not in limitation of the foregoing, this Merger Agreement may be terminated by resolution of the Board of Directors of Merging Corporation if the conditions which have made this Merger advisable no longer exist.

14. The effective date of the Merger is the date upon which a copy of this Agreement is duly accepted for filing by the Secretary of State of the State of California (the "Effective Time of the Merger").

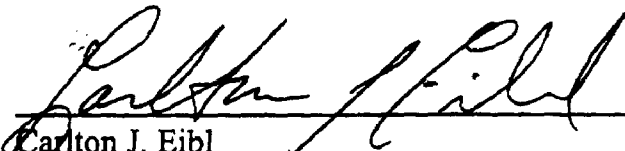
15. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.


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IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed as of the date first above written.

MERGING CORPORATION:

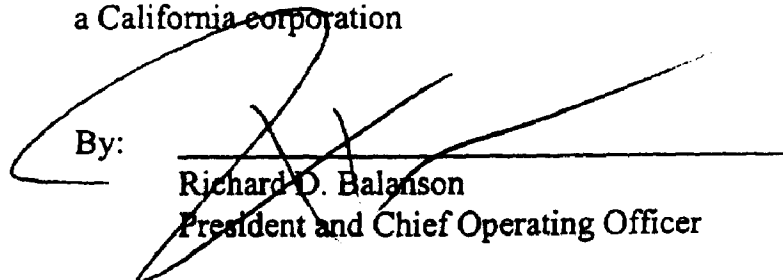
SPACE ELECTRONICS, INC.,
a Delaware corporation

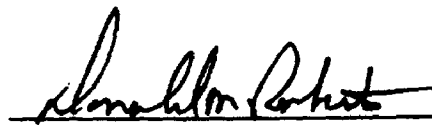
By: 
Carlton J. Eibl
President and Chief Executive Officer


Donald M. Roberts
Vice President and Secretary

SURVIVING CORPORATION:

MAXWELL ENERGY PRODUCTS, INC.,
a California corporation

By: 
Richard D. Balanson
President and Chief Operating Officer


Donald M. Roberts
Vice President and Secretary



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 14 2000



Bill Jones

Secretary of State