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FORM PTO-1594
(Rev 5-93)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MAXWELL ELECTRONIC COMPONENTS GROUP, INC.

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation – State: CALIFORNIA
Other:

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

3. Nature of Conveyance:

[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other

Execution Date: February 26, 2001

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA
Address: 600 B STREET, 1ST FLOOR
City: SAN DIEGO State: CA Zip: 92101

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State:
Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [x] No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,308,337 2,308,336
2,203,562 1,964,309

Additional numbers attached? [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Evelyn G. Santiago
Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) . . . . . $ **115.00**
[x] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Evelyn G. Santiago — Name of Person Signing
Signature
April 17, 2001 — Date

Total number of pages comprising cover sheet: [8]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

04/18/2001 GTON11 00000150 2308337
01 FC:481 40.00 OP
02 FC:482 75.00 OP

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 26, 2001 by and between COMERICA BANK-CALIFORNIA ("Bank") and MAXWELL ELECTRONIC COMPONENTS GROUP, INC., a California corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, MAXWELL TECHNOLOGIES, INC., I-BUS/PHOENIX, INC., PUREPULSE TECHNOLOGIES, INC., MAXWELL TECHNOLOGIES SYSTEMS DIVISION, INC., and MML ACQUISITION CORP. (individually, a "Borrower" and collectively the "Borrowers")(the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and the Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under all other agreements now existing or hereafter arising between Borrowers and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MAXWELL ELECTRONIC COMPONENTS GROUP, INC.

By: _____

Title: Vice President

Address of Grantor:

9244 Balboa Avenue
San Diego, CA 92123

Attn: Vickie Capps

BANK:

COMERICA BANK-CALIFORNIA

By: _____

Title: VP

Address of Bank:

600 B Street, 1st Floor
San Diego, CA 92101

Attn: Craig Nelson

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
MULTI-ELECTRODE DOUBLE LAYER CAPACITOR HAVING SINGLE ELECTRODE SEAL AND ALUMINUM IMPREGNATED CARBON CLOTH	5,907,472	05/25/99
CERAMIC CASE CAPACITOR	4,931,899	06/05/90
CHIP CAPACITORS AND CHIP CAPACITOR ELECTROMAGNETIC INTERFERENCE FILTERS	5,973,906	10/26/99
ALUMINUM CARBON COMPOSITE ELECTRODE AND METHOD FOR MAKING SAME	5,777,428	07/07/98
NUCLEAR EVENT DETECTOR	4,687,622	08/18/87
EMI FILTER FOR HUMAN IMPLANTABLE HEART DEFIBRILLATORS AND PACEMAKERS	5,751,539	05/12/98
INTERNALLY GROUNDED FEEDTHROUGH FILTER CAPACITOR	5,905,627	05/18/99
CHIP CAPACITOR ELECTROMAGNETIC INTERFERENCE FILTER	5,959,829	09/28/99
METHODS AND COMPOSITIONS FOR IONIZING RADIATION SHIELDING	08/791,256	05/04/99
RADIATION SHIELDING OF INTEGRATED CIRCUITS AND MULTICHIP MODULES IN CERAMIC AND ...	5,635,754	06/03/97
EMI FILTER FEEDTHROUGH TERMINAL ASSEMBLY HAVING A CAPTURE FLANGE TO FACILITATE AUTOMATED ASSEMBLY	09/460,879	12/14/99
METHODS AND COMPOSITIONS FOR IONIZING RADIATION SHIELDING	09/375,881	08/17/99
FEEDTHROUGH FILTER CAPACITOR ASSEMBLY FOR HUMAN IMPLANT	5,333,095	07/26/94
HIGH PERFORMANCE DOUBLE LAYER CAPACITORS INCLUDING ALUMINUM CARBON COMPOSITE	5,621,607	10/07/94
RADIATION SHIELDING OF THREE-DIMENSIONAL MULTI-CHIP	5,880,403	05/09/99
RADIATION SHIELDING OF PLASTIC INTEGRATED CIRCUITS	5,889,316	03/10/99

HERMETICALLY SEALED EMI FEEDTHROUGH FILTER CAPACITOR FOR HUMAN IMPLANT AND OTHER APPLICATIONS	6,008,980	12/28/99
METHOD OF MAKING A HIGH PERFORMANCE ULTRACAPACITOR	6,059,847	05/09/00
RADIATION INDUCED SINGLE EVENT LATCHUP PROTECTION AND RECOVERY OF INTEGRATED CIRCUITS	6,064,555	05/16/00
MULTI-ELECTRODE DOUBLE LAYER CAPACITOR HAVING SINGLE ELECTRODE SEAL AND ALUMINUM IMPREGNATED CARBON CLOTH	6,094,788	08/01/00
CAPACITOR WITH DUAL ELEMENT ELECTRODE PLATES	5,978,204	11/02/99
MULTI-ELECTRODE DOUBLE LAYER CAPACITOR HAVING HERMETIC ELECTROLYTE SEAL	09/377,327	08/18/99
MULTI-ELECTRODE DOUBLE LAYER CAPACITOR HAVING ERMETIC ELECTROLYTE SEAL	09/377,328	08/18/99
LOW INDUCTANCE FOUR TERMINAL CAPACITOR LEAD FRAME	09/396,652	
EMI NOTCH FILTER TO PROVIDE ELECTROMAGNETIC COMPATABILITY OF AN ELECTRONIC DEVICE IN THE PRESENCE OF AN RF EMMITTER OF A KNOWN FREQUENCY OR FREQUENCIES	09/396,021	
METHOD OF DEPOSTING SILVER ON A TAMTULUM PIN TO DISPLACE SURFACE OXIDE AND TO DEPOSIT A DONCTIVE FINISH SUITABLE FOR MAKING AN ELECTRICAL CONNECTION	09/448,797	05/23/00
RADIATION SHIELDING OF INTEGRATED CIRCUITS AND MULTI –CHIP MODULES IN CERAMIC AND METAL PACKAGES	09/456,631	12/08/99
RADIATION SHIELDING OF THREE DIMENSIONAL MULTI-CHIP MODULES	09/109,954	07/02/98
ELECTRONIC DEVICE PACKAGING	09/520,920	03/08/00
RADIATION SHIELDING OF PLASTIC CIRCUITS	5,825,042	10/20/98
VOLTAGE ARRESTOR FOR USE WITH DELICATE ELECTRONIC COMPONENTS	5,726,854	03/10/98
METHOD OF SUPPRESSING ELECTROSTATIC ENERGY IN GLASS-TO-METAL HERMETIC SEAL DEVICES	5,768,083	06/16/98
MONOLITHIC CERAMIC CAPACITOR RESISTOR INDUCTOR OR MOV DEVICE FOR SURFACE MOUNTING ON A SUBSTRATE	5,959,829	09/28/99

A METHOD OF MAKING A MULTI-ELECTRODE DOUBLE LAYER CAPACITOR HAVING SINGLE ELECTROLYTE SEAL AND ALUMINUM IMPREGNATED CARBON CLOTH ELECTRODES	09/573,443	09/573,443
IMPROVED CHIP CAPACITORS AND CHIP CAPACITOR ELECTROMAGNETIC INTERFERENCE FILTERS	09/040,222	03/17/98
ELECTROCHEMICAL DOUBLELAYER CAPACITORS HAVING CARBON POWDER ELECTRODES	09/569,679	05/12/00

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
POWERCACHE	2,308,337	01/18/00
POWERCACHE AND DESIGN	2,308,336	01/18/00
RAD-COAT	2,203,562	11/17/98
RAD-PAK	1,964,309	03/26/96

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