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04-18-2001



101678727

FORM PTO-1594
(Rev 5-93)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office

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

<p>1. Name of conveying party(ies): PUREPULSE TECHNOLOGIES, INC.</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: February 26, 2001</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: COMERICA BANK-CALIFORNIA Address: 600 B STREET, 1ST FLOOR City: SAN DIEGO State: CA Zip: 92101</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>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</p>
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<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2,006,432 1,850,279 2,138,772</p> <p>Additional numbers attached? [] Yes [x] No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Evelyn G. Santiago Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41) \$ 90.00 [x] Enclosed [] Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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

Evelyn G. Santiago
Signature

April 17, 2001
Date

Total number of pages comprising cover sheet: [7]

04/18/2001 GTON11 00000143 2006432
01 FC:481 40.00 DP
02 FC:482 50.00 DP

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

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102365-8

TRADEMARK
REEL: 002272 FRAME: 0984

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 PUREPULSE TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, MAXWELL TECHNOLOGIES, INC., MAXWELL ELECTRONIC COMPONENTS GROUP, INC., I-BUS/PHOENIX, 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.

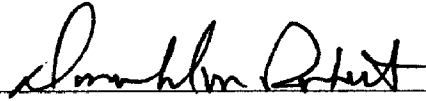
GRANTOR:

PUREPULSE TECHNOLOGES, INC.

Address of Grantor:

9244 Balboa Avenue
San Diego, CA 92123

Attn: Vickie Capps

By: 
Title: Vice President

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

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

Attn: Craig Nelson

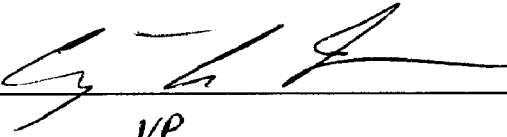
By: 
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PHOTODECONTAMINATION OF SURFACES	4,867,796	09/19/89
APPARATUS FOR EXTENDING THE SHELF LIFE OF FLUID FOOD PRODUCTS	4,695,472	09/22/87
APPARATUS FOR EXTENDING THE SHELF LIFE OF FLUID FOOD PRODUCTS (COOLPURE)	4,838,154	06/89
METHODS AND APPARATUS FOR PRESERVATION OF FOODSTUFFS (PUREBRIGHT)	4,871,559	10/89
METHODS AND APPARATUS FOR PRESERVATION OF FOODSTUFFS (PUREBRIGHT)	5,034,235	07/91
HIGH PULSED VOLTAGE SYSTEMS FOR EXTENDING THE SHELF LIFE OF PUMPABLE FOOD PRODUCTS (COOLPURE)	5,048,404	09/91
HIGH PULSED VOLTAGE SYSTEMS FOR EXTENDING THE SHELF LIFE OF PUMPABLE FOOD PRODUCTS	5,235,905	08/93
PREVENTION OF ELECTRODE FOULING IN HIGH ELECTRIC FIELD SYSTEMS FOR KILLING MICROORGANISMS IN FOOD PRODUCTS	5,393,541	02/28/95
PREVENTION OF ELECTROCHEMICAL EFFECTS IN HIGH-STRENGTH-ELECTRIC-FIELD PUMPABLE-FOOD-PRODUCT TREATMENT SYSTEMS	5,447,733	09/05/95
METHOD OF STERILIZING THE INSIDE LAYER IN A PACKAGING MATERIAL	5,451,367	09/95
PROLONGATION OF SHELF-LIFE IN PERISHABLE FOOD PRODUCTS	5,489,442	02/06/96
PROCESS FOR REDUCING LEVELS OF MICROORGANISMS IN PUMPABLE FOOD PRODUCTS USING A HIGH PULSED VOLTAGE SYSTEM	5,514,391	05/07/96
PHOTOCATALYST AND PULSED LIGHT SYNERGISM IN DEACTIVATION OF CONTAMINANTS	5,658,530	08/19/97
DEACTIVATION OF MICROORGANISM	5,768,853	06/23/98
STERILIZATION OF PACKAGES AND THEIR CONTENTS USING HIGH-INTENSITY, SHORT-DURATION PULSES OF INCOHERENT, POLYCHROMATIC LIGHT IN A BROAD	5,786,598	07/28/98

SPECTRUM

DEACTIVATION OF ORGANISMS USING HIGH-INTENSITY PULSED POLYCHROMATIC LIGHT [ANTIPROTOZOA AGENT]	5,900,211	05/04/99
PARAMETRIC CONTROL IN PULSED LIGHT STERILIZATION OF PACKAGES AND THEIR CONTENTS	5,925,885	07/20/99
UNIFORM PRODUCT FLOW IN A HIGH ELECTRIC-FIELD TREATMENT CELL	6,027,754	02/22/00
A METHOD OF PACKAGING FOOD AND A PACKAGE CONTAINING THE FOOD (PUREBRIGHT)	6,045,845	04/04/00
METHOD AND APPARATUS UTILIZING MICROWAVES TO ENHANCE ARC LAMP EMISSION SPECTRA	6,087,783	07/11/00
DEACTIVATION OF MICROORGANISMS	6,013,918	01/11/00
IMPROVED DEACTIVATION OF ORGANISMS USING HIGH INTENSITY PULSED POLYCHROMATIC LIGH	09/025,210	02/18/98
PULSED BROADBAND LIGHT STERILIZATION CHAMBER	09/580,361	05/26/00
PULSED LIGHT STERLIZATION OF DRINKING WATER & DRINKING WATER CONTAINERS	09/545,935	04/10/00
PROTECTING MOLECULES IN BIOLOGICALLY DERIVED COMPOSTIONS WHILE TREATING WITH BROAD SPECTRUM PULSE LIGHT	09/502,910	02/11/00
HIGH STRENGTH-ELECTRIC FIELD PUMPABLE -FOOD-PRODUCT TREATMENT IN A SERIAL ELECTRODE TREATMENT CELL	6,110,423	08/29/00
PARAMETRIC CONTROL IN PULSED LIGHT STERILIZATION (PUREBRIGHT)	09/326,168	06/04/99
METHODS OF INACTIVATING VIRUSES BACTERIA AND OTHER PATHOGENS, IN A BIOLOGICALLY DERIVED COMPOSITIONS USING BROAD-SPECTRUM PULSED LIGHT	09/329,018	06/09/99
TRANSMISSIVE CONVEYOR FOR USE IN PULSED LIGHT STERILIZATION	09/565,835	05/05/00

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COOL PURE	2,006,432	10/08/96
PURE BRIGHT	1,850,279	08/16/94
PUREPULSE	2,138,772	01/24/98