

10-15-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office



RECC  
TK. 102859567

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Maxwell Systems, Inc.

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

Citizenship (see guidelines)

Execution Date(s) July 6, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bridge Bank, N.A.

Internal

Address:

Street Address: 2120 El Camino Real

City: Santa Clara

State: CA

Country: USA Zip: 95050

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other National Association Citizenship USA

10/13/04

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1363143, 2303314

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word Mark The Contractor by Maxwell  
Word Mark The American Contractor

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

Name: Jennifer Gu

Internal Address:

Street Address: 2120 El Camino Real

City: Santa Clara

State: CA Zip: 95050

Phone Number: (408) 556-6506

Fax Number: (408) 423-8510

Email Address:

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

PAID  
10/13/04

9. Signature:

Signature

Jennifer Gu

Date

Sept. 30, 2004

10/14/2004 BYRNE 00000140 1363143

01 FC:8521  
02 FC:8522

40.00  
25.00  
Page of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003062 FRAME: 0466

**Recordation Form Cover Sheet – Continued  
Trademarks Only**

**1. Name of Conveying Party(ies)/Execution Date(s): - Continued**

*Maxwell Systems of California, Inc.*

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                            | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership                      | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Corporation - State <i>CA</i> |  |
| <input type="checkbox"/> Other _____                              |  |

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s)     *July 6, 2004*

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 6, 2004 (the "Agreement"), between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Maxwell Systems, Inc. ("Grantor"), is made with reference to the Business Financing Agreement, dated as of July 6, 2004 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MAXWELL SYSTEMS, INC.

By:   
Name: Lisanna Stotts  
Title: VP Finance / Treasurer

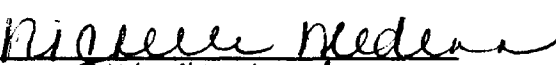
Address for Notices:

Attn:

2500 DeKalb Pike  
Norristown, Pennsylvania 19401  
Fax: (610) 277-2081

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:   
Name: Richelle Medina  
Title: Vice President

Address for Notices:

Attn: Mike Field

2120 El Camino Real  
Santa Clara, CA 95050  
Tel: (408) 556-6501  
Fax: (408) 423-8510

EXHIBIT A  
COPYRIGHTS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N.A.

EXHIBIT B  
TRADEMARKS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

The Contractor by  
maxwell

1363143

10/1/1985

**EXHIBIT C**

**PATENTS**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

*N.A.*

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 6, 2004 (the "Agreement"), between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Maxwell Systems of California, Inc. ("Grantor"), is made with reference to the Business Financing Agreement, dated as of July 6, 2004 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

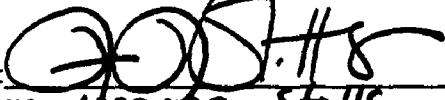
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

MAXWELL SYSTEMS OF CALIFORNIA, INC.

By:   
Name: Lisanta Stotts  
Title: VP Finance / Treasurer

Address for Notices:

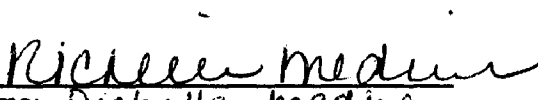
Attn:

5200 Soquel Avenue, Suite 201

Santa Cruz, CA 95062

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By:   
Name: Michelle Medina  
Title: Vice President

Address for Notices:

Attn: Mike Field

2120 El Camino Real

Santa Clara, CA 95050

Tel: (408) 556-6501

Fax: (408) 423-8510

EXHIBIT A  
COPYRIGHTS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N.A .

EXHIBIT B

TRADEMARKS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

*The American Contractor*

*2303314*

*12/28/1999*

EXHIBIT C

PATENTS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

*N.A.*