

04-30-2004

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FORM PTO-1594
(Rev 5-93)



R SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102733955

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

<p>1. Name of conveying party(ies): CONDUCTUS, 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: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other</p> <p>Execution Date: April 26, 2004</p>	<p>2. Name and address of receiving party(ies): Name: AGILITY CAPITAL, LLC Address: 226 E. CANON PERDIDO STREET, SUITE F City: SANTA BARBARA State: CA Zip: 93101</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a California limited liability company</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): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2,172,616 1,746,909 1,742,131</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: Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133</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: (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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

April 27, 2004
Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
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TRADEMARK
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Third Party Intellectual Property Security Agreement is entered into as of April 26 2004 by and between AGILITY CAPITAL, LLC ("Lender") and CONDUCTUS, INC., a Delaware corporation ("Grantor").

RECITALS

Suppconductor Technolitics, Inc. ("Borrower") and Lender are parties to that certain Loan Agreement of even date (as amended from time to time, the "Loan Agreement"). Grantor, a subsidiary of Borrower, expects to derive economic benefit from Lender's doing so and has entered into an Unconditional Guaranty (as amended from time to time, the "Guaranty") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Secured Party is willing to make the credit extensions to Borrower, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Guaranty, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Guaranty. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

460 Ward Drive, Suite F
Santa Barbara, CA 93111

Attn:

Address of Lender:

226 E. Canon Perdido Street, Suite F
Santa Barbara, CA 93101

CONDUCTUS, INC.

By: Matthew McLeeman

Title: CFO

AGILITY CAPITAL, LLC

By: D. D. S.

Title: Chief Credit Officer

*dated as of 04/27/04

EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
SQUID control instrumentation software	TX4449856	03/07/97
Mr. Squid's user guide.	TXu515639	03/30/92

EXHIBIT B

Patents

<u>Title</u>	<u>Serial /Patent Number</u>	<u>Application/Issue Date</u>
Method and apparatus for minimizing intermodulation with an asymmetric resonator	10/371,019	08/21/03
Apparatus and method for deposition of thin films	10/300,413	04/17/03
Varactor tuning for a narrow band filter	10/162,531	03/27/03
Microstrip filter cross-coupling control apparatus and method	09/285,350	03/04/03
Apparatus and method for deposition of thin films	09/501,042	03/04/03
Apparatus and method for deposition of thin films	6,527,866	03/04/03
Frequency dependent inductor apparatus and method for a narrow-band filter	6,438,394	08/20/02
On-chip Long Josephson Junction (LJJ) clock technology*	6,331,805	12/18/01
(*co-owned with Hypres, Inc.)		
Compressable tuning element for microwave resonators and method of making same	5,968,876	10/19/99
Digital optical receiver with instantaneous Josephson clock recovery circuit	5,963,351	10/05/99
Three-terminal devices with wide Josephson junctions and asymmetric control lines	5,831,278	11/03/98
Multiple squid direct signal injection device formed on a single layer substrate	5,767,043	06/16/98

<u>Title</u>	<u>Serial /Patent Number</u>	<u>Application/Issue Date</u>
Barrier layers for oxide superconductor devices and circuits	5,696,392	12/09/97
Low-noise symmetric dc squid system having two pairs of washer coils and a pair of Josephson Junctions connected in series	5,656,937	08/12/97
Ultrahigh speed laser	5,651,016	07/22/97
Magnetically shielded magnetic sensor with squid and ground plane	5,600,243	02/04/97
Squid control apparatus with non-cryogenic flux-locked loop disposed in close proximity to the squid	5,532,592	07/02/96
Internal thermal isolation layer for array antenna	5,455,594	10/03/95
Method of bonding multilayer structures of crystalline materials	5,449,659	09/12/95
Method of forming grain boundary junctions in high temperature superconductor films	5,366,953	11/22/94
Superconducting magnetic resonance probe coil	5,351,007	09/27/94
Method of preparing high temperature superconductor films on opposite sides of a substrate	5,280,013	01/18/94
Method of preparing high temperature superconductor films on opposite sides of a substrate	5,280,013	01/18/94
Superconducting magnetic resonance probe coil	5,276,398	01/04/94
Cryogenic thermoelectric cooler	5,241,828	09/07/93
Package for cascaded microwave devices	5,233,500	08/03/93
Superconducting junctions and method of making same	5,219,826	06/15/93

<u>Title</u>	<u>Serial /Patent Number</u>	<u>Application/Issue Date</u>
Superconductor deposition system	5,207,884	05/04/93
Grain boundary junctions in high temperature superconductor films	5,157,466	10/20/92
High temperature superconductor-calcium titanate structures	5,130,294	07/14/92
Substrate heater utilizing protective heat sinking means	5,126,533	06/30/92
Superconducting bolometer	5,090,819	02/25/92

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration / Serial Number</u>	<u>Registration / Application Date</u>
Clearsite	2,173,616	07/14/98
Conductus	1,746,909	01/19/93
Conductus (and design)	1,742,131	12/22/92

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RECORDED: 04/30/2004

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