

08-15-2002

Docket No. 273/077

ET



102191073

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):
ERIC M. PROPHET
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party:
Name: SUPERCONDUCTOR TECHNOLOGIES, INC.
Internal Address: Ms. Barbara Federman

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

City: Santa Barbara State: CA Zip: 93111

Street Address: 460 Ward Drive, Suite F

City: Santa Barbara State: CA Zip: 93111

Additional name(s) & address(es) attached? Yes No

Execution Date: 29 July 2002

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s): 10/159,977

B. Patent No(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael J. Bolan
Internal Address: LYON & LYON LLP
633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed

Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

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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.

Michael J. Bolan - Reg. No. 42,339

Date: 7/31/02

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

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OC-107981.1

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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, ERIC M. PROPHET, a citizen of the United States, (hereinafter referred to as "ASSIGNOR"), have invented and own a certain invention entitled SPRING LOADED BI-STABLE MEMS SWITCH for which application for Letters Patent of the United States of America has been filed on May 29, 2002, assigned Serial No. 10/159,977, and

WHEREAS, **SUPERCONDUCTOR TECHNOLOGIES, INC.**, a corporation organized and existing under and by virtue of the laws of the Delaware and having its principal place of business at **460 Ward Drive, Suite F, Santa Barbara, California 93111** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and

to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.


ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said

invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Santa Barbara, California, this 29th day of

July, 2002..

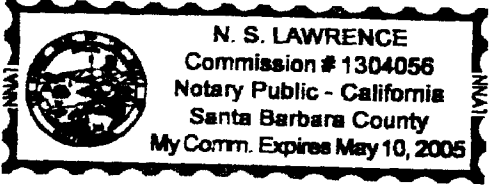

ERIC M. PROPHET


STATE OF CALIFORNIA)
COUNTY OF Santa Barbara) SS

On 7.29.02 before me, Eric M. Prophet, personally
appeared

personally known to me - OR - proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.




Notary Public in and for said County
and State