

03-29-1999

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Trademarks

Please record the

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document or copy thereof.

1. Name of Party(is) conveying an interest:

CRSS, Inc.
1177 W. Loop South, Ste. 900
Houston, Texas 77027

Additional name(s) of conveying party (ie yes no)

2. Name and Address of Party(is) receiving an interest:

Name: White River Nahcolite Minerals, L.L.C.
Internal Address: _____
Street Address: 201 West Third Street
City: Rifle, Colorado
Country: U.S.A.
Additional name(s) & address(es) attached? yes No

3. Description of the interest conveyed:

Assignment Change of Name Security Agreement Merger Other
Release and Reassignment of Patent as Security executed March 1, 1999;
(Original Security Agreement recorded at Reel 7757, Frames 0508-0514; Assignment in
Dissolution assigned NaTec rights to CRSS, Inc. dated 8-24-95 (copy attached);

4. Application number(s) or patent number(s). Additional sheet attached? yes no

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No. (s) _____ B. Patent No. 4,815,790
Additional numbers attached? yes no

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

Name: Hugh A. Abrams, Esq.
Sidley & Austin
P.O. Box: One First National Plaza, 50th Floor
City: Chicago
State/Zip: Illinois 60603

6. Number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to Deposit Account No. 19-2165.

8. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 19-2165.

DO NOT USE THIS SPACE

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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.

Hugh A. Abrams
Name of Person Signing

Hugh Abrams
Signature

March 22, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT IN DISSOLUTION

NATEC RESOURCES, INC. ("Assignor"), in (1) confirmation of Assignor's dissolution pursuant to Articles of Dissolution dated August 24, 1995, filed with the Secretary of State of Utah on August 24, 1995 and a Certificate of Dissolution issued by the Secretary of State of Utah on August 24, 1995, and (2) payment of (a) that certain 5-year convertible promissory note in the original principal amount of \$4,722,604 dated February 23, 1993 payable by Assignor, and all outstanding interest thereon, and (b) those certain promissory notes, two issued by Assignor on July 15, 1993 and October 15, 1993, respectively, and five issued by Assignor in 1994, in payment of dividends on its Series A, B and C Preferred Stock, which notes aggregate \$2,445,000 in original principal amount, and all interest outstanding thereon, (c) all accrued and unpaid dividends on Assignor's Series B and C Preferred Stock, which aggregated approximately \$115,000 as of June 30, 1995, and (d) a portion of the liquidation preference to which Assignee is entitled upon redemption of its shares of Assignor's Series A Preferred Stock, which aggregated approximately \$5,382,718 as of June 30, 1995, has TRANSFERRED, DELIVERED and ASSIGNED, and by these presents does TRANSFER, DELIVER and ASSIGN, unto CRSS Inc., a Delaware corporation ("Assignee"), all of its right, title and interest in all assets of Assignor, including, without limitation, the following described property, to-wit:

All rights in or to all assets, real or personal, tangible or intangible, known or unknown, utilized or held in connection with Assignor's operation of its business, including, but not limited to, all corporate books and records, equipment, fixtures, appliances, inventory and other real or personal property of whatever kind or character owned by Assignor (including, but not limited to, all furniture, furnishings, office equipment, machines and supplies located at Assignor's principal place of business, and all miscellaneous testing equipment owned by Assignor currently stored in Marshall, Texas); any and all cash and accounts receivable owned by Assignor; and only to the extent they have not been canceled or terminated, any contracts, agreements, notes (including, without limitation, the \$4,000,000 Secured Non-Negotiable Note from North American Chemical Company, dated as of August 24, 1995, and the \$6,000,000 Secured Non-Negotiable Note from White River Nahcolite Minerals Ltd. Liability Co., dated as of August 24, 1995), security for any notes or other indebtedness and the instruments evidencing same (including without limitation the Security Agreement and the Deed of Trust dated as of August 24, 1995 and entered into between the Company and White River Nahcolite Minerals Ltd. Liability Company), guaranties, bonds, claims, causes of action, licenses, permits or similar documents, telephone numbers, trade names, trademarks, service marks and other identifying material (including, but not limited to, that certain Technology License Agreement dated April 1, 1994 between Assignor and Paragon Environmental Systems, a division of Paragon Controls Limited, as amended); and all intellectual property, including without limitation any and all patents (including without

limitation the patents described in the Disclosure Letter pursuant to the Acquisition Agreement); but not including the certain Acquisition Agreement (the "Acquisition Agreement") between North American Chemical Company and Assignor, dated as of April 5, 1995, as amended (all of the above-described included property being hereinafter referred to collectively as the "Property"). Without limiting the foregoing, the Property shall include all of the Excluded Assets as defined in the Acquisition Agreement.

Assignor has escrowed \$500,000 in cash pursuant to a court order (the "Escrow Amount"). Any and all rights that Assignor has in or to the Escrow Amount, either now or in the future, also are included as Property being assigned hereunder.

Assignor and Assignee agree to, and agree to cause their affiliates to, execute and deliver any other documents and take any other actions reasonably necessary to effectuate the assignment described herein.

EXECUTED as of August 24, 1995, to be effective upon delivery.

ASSIGNOR:

NATE RESOURCES, INC.

By: John T. McCormack
John T. McCormack, President

ASSIGNEE:

CRSS INC

By: Bruce W. Wilkinson
Bruce W. Wilkinson,
Chairman of the Board and
Chief Executive Officer

RELEASE AND REASSIGNMENT OF PATENT AS SECURITY

WHEREAS, pursuant to an Assignment from Edward C. Rosar and Roger L. Day, effective January 11, 1990, and recorded in the United States Patent and Trademark Office at Reel 5751, Frame 0406, NaTec Resources, Inc., a Utah corporation, became the owner of U.S. Patent No. 4,815,790, entitled "Nacolite Solution Mining Process" (the "Patent");

WHEREAS, pursuant to an Assignment dated November 19, 1992 and recorded in the United States Patent and Trademark Office at Reel 6314, Frame 0617, NaTec Resources, Inc. assigned its ownership rights in the Patent to White River Nahcolite Minerals, L.L.C., a Colorado limited liability company (the "Company");

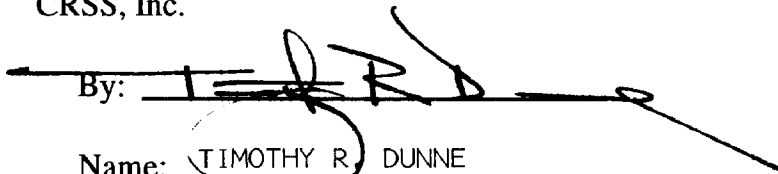
WHEREAS, pursuant to a Patent Security Agreement (the "Security Agreement") effective August 24, 1995, and recorded in the United States Patent and Trademark Office, at Reel 7757, Frames 0508-0514, the Company granted a security interest in the Patent in favor of NaTec Resources, Inc., to secure the payment by the Company of certain of its obligations;

WHEREAS, pursuant to an ASSIGNMENT IN DISSOLUTION (the "Dissolution Assignment"), dated August 24, 1995, a true and correct copy of the Dissolution Assignment being attached hereto, NaTec Resources, Inc. assigned and transferred all of its right, title and interest in certain assets, including its interest in the Security Agreement, to CRSS, Inc., a Delaware corporation.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CRSS, Inc. does hereby terminate its security interest in, and reassign and reconvey to the Company, all right, title and interest in the Patent and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under or in respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (c) the right to sue for past, present and future infringements thereof to the extent that there is no conflict with the provisions of any license agreement, (d) to the extent permitted by law, all of the Company's rights corresponding thereto throughout the world, and (e) any additional patent license agreements with any other party in connection with the Patent.

Dated: MARCH 1 , 1999

CRSS, Inc.

By: 

Name: TIMOTHY R. DUNNE

Title: VICE PRESIDENT & SECRETARY