

10-18-2000



101479512

Handwritten: MED 10-18-00

**RECORDATION FORM COVER SHEET**  
**REQUEST FOR EXPEDITED SERVICE**

To: USPTO  
ATTENTION Customer Service Counter  
Crystal Gateway 4<sup>th</sup>  
3<sup>rd</sup> Floor  
1213 Jefferson Davis Parkway  
Arlington, Virginia 22202

Commissioner of Patents and Trademarks, Please record the attached copy of the original document *through Expedited Service*

- 1.) **SUBMISSION TYPE:** New
- 2.) **CONVEYANCE TYPE:** Assignment
- 3.) **CONVEYING PARTY:**  
Name: Caterpillar, Inc., a Delaware Corporation  
Addr.: 100 N. E. Adams  
Peoria, Illinois 61629, USA  
Execution Date: August 15, 2000

- 4.) **RECEIVING PARTY:**  
Name: Clean Fuel Technology, Inc. A Delaware Corporation  
Addr.: 5270 Neil Road  
Reno Nevada 89502-6503 USA

- 5.) **CORRESPONDENT NAME AND ADDRESS:**  
Name: John D. Long, USPTO reg. 38, 952  
Company: Clean Fuel Technology, Inc. A Delaware Corporation  
Addr.: 5270 Neil Road  
Reno Nevada 89502-6503 USA

- 6.) **PAGES:**  
Total Number of pages of attached conveyance document including any attachments  
TOTAL PAGES:

- 7.) **ASSIGNED US PATENT APPLICATION SERIAL NUMBERS**  
Does not include any patent applications which have issued and have US patent numbers.
- |               |               |               |
|---------------|---------------|---------------|
| A) 08/979,636 | B) 09/213,853 | C) 09/108,232 |
| D) 09/108,875 | E) 09/109,028 | F) 09/108,447 |
| G) 09/201,597 | H) 09/216,337 | I) 09/208,660 |
| J) 09/025,528 | K) 09/208,652 | L) 09/025,592 |
- Abandoned US patent applications 08/785,370 08/758,870

**FOR OFFICE USE ONLY**

10/19/2000 AAHMED1 00000001 08979636

01 FC:581  
02 FC:584

800.00 OP  
120.00 OP

**8.) ASSIGNED US PATENT NUMBERS**

- A) 5,765,537                      B) 5,701,924                      C) 5,709,196
- D) 5,682,842                      E) 5,701,863                      F) 5,873,916

**9.) PATENT COOPERATION TREATY (PTC)**

List only if a US application serial number has not been assigned  
Not Applicable

**10.) NUMBER OF PROPERTIES**

Total Number of Properties Involved: **20**

**11.) FEE AMOUNT**


Fee per property (10/1/00 USPTO fee schedule)(§1.21(h)) = **\$40.00**  
**(37 CFR 3.41)\$40 x 20 Properties = \$800.00 Recordation Fee**

<b>Fee Totals</b>	
RECORDATION FEE	= <b>\$800.00</b>
EXPEDITED SERVICE Fee	= <b>\$120.00</b>
<u>TOTAL FEE</u>	= <b>\$920.00</b>

A check for **\$920.00** is made out to *COMMISSIONER FOR PATENTS AND TRADEMARKS* is enclosed.

**12.) 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. Payment for the recordation is the enclosed check.*

John D. Long	38,952	x		10/16/00
Name of person signing	USPTO reg. #		SIGNATURE	DATE

**13.) §1.10 US Express Mail Declaration**

DATE MAILED: **10/16/00**      Label Number: **EF343955737US**

I, John D. Long, hereby certify that this correspondence is being deposited with the "United States Mail Express Mail Post Office to Addressee" under 37 CFR 1.10 on the date indicated above and is addressed to:

USPTO  
ATTENTION Customer Service Counter  
Crystal Gateway 4<sup>th</sup>  
3<sup>rd</sup> Floor  
1213 Jefferson Davis Parkway  
Arlington, Virginia 22202


John D. Long	38,952	x		10/16/00
Name of person signing	USPTO reg. #		SIGNATURE	DATE

Exhibit A: Patent Assignment Agreement

This Patent Assignment is made this \_\_\_\_ day of August, 2000 by and between Caterpillar Inc., a Delaware corporation ("**Caterpillar**") and Clean Fuels Technology, Inc., a Delaware corporation (formerly known as A-55, Inc., a Delaware corporation and successor-in-interest to A-55, L.P., a Nevada limited partnership) ("**Clean Fuels**"). For purposes of this Agreement, the terms Caterpillar and Clean Fuels shall include subsidiaries, parents and corporate affiliates.

**WHEREAS**, in connection with a September 1997 Development Agreement and an October 1998 Revenue Sharing Agreement between them, Lubrizol and Caterpillar disclosed to one another certain technology, and Caterpillar granted Lubrizol specified license rights with respect to, certain Caterpillar patents, patent applications and know-how related to aqueous fuels and the combustion of such fuels in internal combustion engines;

**WHEREAS**, Caterpillar is willing to assign to Clean Fuels all of Caterpillar's right, title and interest in and to: all U.S. patents and patent applications listed on Schedule A1 attached hereto; and (2) all foreign patents and patent applications listed on Schedule A2 attached hereto; and (3) all the inventions embodied in the abandoned patent applications listed on Schedule A3 attached hereto (collectively, "**Patents**"), all subject to the rights and licenses previously granted to Lubrizol in connection with the aforesaid 1997 Development Agreement and the 1998 Revenue Sharing Agreement, as amended by the Settlement Agreement and Mutual Release (and agreements attached as exhibits thereto);

**WHEREAS**, Clean Fuels desires, subject to Lubrizol's pre-existing license rights to the Patents assigned herein, to acquire all of Caterpillar's right, title and interest in, to and under said Patents.

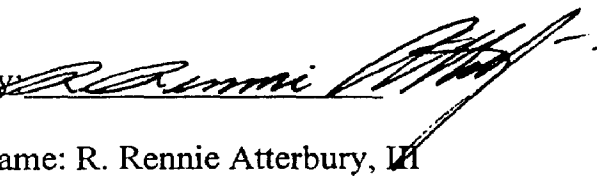
**NOW, THEREFORE**, for good and valuable consideration, including Clean Fuels' entry into the Settlement Agreement and Mutual Release, the receipt and sufficiency of which are hereby acknowledged, subject to the rights and licenses previously granted to Lubrizol in connection with the aforesaid 1997 Development Agreement and the 1998 Revenue Sharing Agreement, as amended by the Settlement Agreement and Mutual Release (and agreements attached as exhibits thereto), Caterpillar has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said Clean Fuels, its successors, legal representatives and assigns, all of Caterpillar's right, title and interest in, to and under the Patents and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent which may hereafter be filed for said Patents in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Patents in any country or countries foreign to the United States hereby

authorized, and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to record Clean Fuels as the owner of all such Patents and issue all Letters Patent for said Patents to the said Clean Fuels, as assignee of the patent applications listed on Schedule A1 and Schedule A2 hereto, for the sole use of Clean Fuels, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Caterpillar further agrees without further consideration to cause to be performed such other lawful acts and to execute such further assignments and other lawful documents as Clean Fuels may from time to time reasonably request to effect fully this Assignment and to permit Clean Fuels to be duly recorded as the registered owner of the Patents, subject to Lubrizol's pre-existing license rights to the Patents, in the countries in which such Patents are currently issued and all other rights hereby conveyed.

IN WITNESS WHEREOF, Caterpillar has caused this Agreement to be executed and delivered on the date first written above.

CATERPILLAR INC.

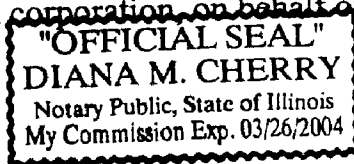
By: 

Name: R. Rennie Atterbury, III

Title: Vice President

STATE OF Illinois )  
                                  ) SS.  
COUNTY OF COOK )

The foregoing assignment was acknowledged before me on this 15<sup>th</sup> day of August 2000, by R. Rennie Atterbury, III, a Vice President of said corporation, on behalf of the corporation.



NOTARY PUBLIC  
My Commission Expires: 03/26/04

Schedule A1 to Patent Assignment Agreement

U.S. Patents

5,765,537  
5,701,924  
5,709,196  
5,682,842  
5,701,863  
5,873,916

U.S. Patent Applications

08/979,636  
09/213,853  
09/108,232  
09/108,875  
09/109,028  
09/108,447  
09/201,597  
09/216,337  
09/208,660  
09/025,528  
09/208,652  
09/025,592

Schedule A2 to Patent Assignment Agreement

Country Code Application Number

ASTL	42548/97
ASTL	41494/97
ASTL	39761/97
ASTL	41740/97
ASTL	60200/98
ASTL	18152/99
CANA	2247403
CANA	2266370
CANA	2266591
CANA	2266592
CANA	2266593
CANA	98/26276
EPC	97939396.4
EPC	98903425.1
EPC	97937191.1
EPC	97940866.3
EPC	97939713.0
EPC	98963046.2
JAPA	10-515648
JAPA	10-520450
JAPA	10-515631
JAPA	10-534449
JAPA	10-515629
JAPA	2000-539109
PCT	99/29026
PCT	99/02469
PCT	99/27308
PCT	99/29422
PCT	99/02326
PCT	99/02295
PCT	99/12199
PCT	99/12240
PCT	99/12259

Schedule A3 to Patent Assignment Agreement

Abandoned Patent Applications

08/785,370

08/758,870