

10-31-2000



U.S. Department of Commerce
Patent and Trademark Office
PATENT

101500573

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

9-11-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

RE33,270

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

01/31/2000 MTHAI 00000001 031129 RL33270
01 FC:581 360.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011177 FRAME: 0261

Correspondent Name and Address

Area Code and Telephone Number (309) 675-5214

Name Robert J. Hampsch

Address (line 1) Intellectual Property Department

Address (line 2) Caterpillar Inc.

Address (line 3) 100 NE Adams St.

Address (line 4) Peoria, Illinois 61629

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

RE33,270	4,391,292	4,628,881
4,742,801	4,831,993	4,997,004
5,058,485	5,241,935	5,341,783

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. # 9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 360.00

Method of Payment:
Deposit Account

Enclosed ☐ Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

03-1129

Authorization to charge additional fees:

Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Robert J. Hampsch

Name of Person Signing

Signature

09/06/00

Date

ADVANCED PAYMENT AND CREDIT AGAINST FUTURE ROYALTIES

\$200,000.00

Date: JUNE 27, 2000

FOR VALUE RECEIVED, the undersigned Clean Air Partners, Inc., a California corporation having its principal place of business at 5066 Santa Fe St., San Diego, California, 92109 (hereinafter referred to as "CAP"), shall credit to the order of Caterpillar Inc., a Delaware corporation having its principal place of business at 100 N. E. Adams Street, Peoria, Illinois, 61629 (hereinafter referred to as "CATERPILLAR"), the principal sum of Two Hundred Thousand Dollars (\$200,000) plus accrued interest, against any future royalties owed to CAP by CATERPILLAR pursuant to the License Agreement dated January 8, 1998.

Interest on any credits provided hereunder shall be accrued at the prime rate based on corporate loans posted by at least 75% of the nation's 30 largest banks as published by the Wall Street Journal ("Prime Rate"). Any change in the interest rate resulting from a change in Prime Rate shall be effective on the same day as any change in Prime Rate.

Pursuant to Section 6.4 of the License Agreement dated January 8, 1998, CAP also confirms and hereby grants to CATERPILLAR a security interest in and to its rights to the following patents and patent applications, and other patents and patent applications included in the aforementioned license agreement: U.S. Patent Nos. 4,391,292; 4,628,881; RE33,270; 4,997,004; 5,058,485; 5,241,935; 5,341,783; 5,450,829; 5,477,830; 4,831,993; 4,742,801; and U.S. Patent Application Serial Nos. 08/118,168; 08/281,931; 08/367,597; 08/117,392; 08/177,630; 08/359,932; and 08/377,279.

This writing constitutes the entire agreement between the parties hereto relating to the advance payment of royalties and no term or provision of this Agreement shall be varied or modified by any prior or subsequent statement, conduct or act of either of the parties. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each party. The parties hereto may amend this Agreement by written instrument specifically referring to and executed in the same manner as this instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, USA, excluding the conflict of laws portion thereof.

CATERPILLAR may, by notice to CAP and without further action, apply any and all of the credited sum to the payment of other sums then owing by CATERPILLAR to CAP.

CATERPILLAR INC.

BY: 

TITLE: _____

CLEAN AIR PARTNERS, INC.

BY: TITLE: Treasurer