


FORM PTO-1595		12-14-2000		SHEET		U.S. Department of Commerce	
						Patent and Trademark Office	
To the Honorable Commi				ached original documents or copy thereof:			
1. Name and address of conveying party(ies): Name: NoxTech, Inc. Address: 1939 Deere Avenue Irvine, CA 92606 <input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				2. Name and address of receiving party(ies): Name: Enron North America Corp. Address: 1400 Smith Street Houston, TX 77002-7361 Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Memorandum of Exclusive License Agreement Execution Dates: by NoxTech, Inc. -- October 25, 2000 and by Enron North America Corp. on November 6, 2000							
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 Number(s). Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				B. Patent Number: 6,066,303 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning this document should be mailed: Name: David W. Maher Address: McCutchen, Doyle, Brown & Enersen Three Embarcadero Center San Francisco, California 94111				6. Total number of applications and patents involved: <u>One (1)</u> 7. Total fee (37 C.F.R. § 3.41)(\$40.00 per assignment): \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account No. <u>50-1189</u> . <input checked="" type="checkbox"/> The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to Deposit Account No. 50-1189.			
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. David W. Maher <u>40,077</u> <u>David Maher</u> <u>11/11/00</u> Name Registration Number Signature Date Total number of pages including cover sheet, attachments and document: Eight (8)							
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231							

MEMORANDUM OF EXCLUSIVE LICENSE

Reference is made to a certain Exclusive License Agreement (together with its exhibits, the "**Exclusive License Agreement**") dated as of July 21, 2000 by and between NOxTech, Inc., a Delaware corporation, having a place of business at 1939 Deere Avenue, Irvine, California 92606 ("**Licensor**") and Enron North America Corp., a Delaware corporation, having a place of business at 1400 Smith Street, Houston, Texas 77002-7361 ("**Licensee**").

DEFINITIONS

All defined and capitalized terms contained herein shall have the same meanings as in the Exclusive License Agreement. For ease of reference, certain of the definitions in the Exclusive License Agreement are restated as follows:

1.1 Affiliate. The term "Affiliate" shall mean, with respect to any Entity, any other Entity that, directly or indirectly, controls, is controlled by or is under common control with, that Entity, provided however, that in each case any such other Entity shall be considered to be an Affiliate only during the time during which such control exists. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Entity, shall mean the possession, directly or indirectly, of the power to direct and/or cause the direction of the management and policies of such Entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 Claim. The term "Claim" shall mean a patent claim which has not expired and which has not been disclaimed, canceled or held invalid or unenforceable by a court of competent jurisdiction.

1.3 Devices and Methods. The phrase "Devices and Methods" shall mean any device, apparatus, product, system, process or method covered by any Claim of any patent included within the Licensed Patents.

1.4 Entity. The term "Entity" shall mean an individual or any legally recognized entity, including any corporation, partnership, limited partnership, limited liability company, association or trust.

1.5 Field of Use. The term "Field of Use" shall be limited to all (a) boilers, (b) municipal waste incinerators, and/or (c) heat recovery steam generators in combined cycle plants (excluding the combustor for the turbine).

1.6 Licensed Patents. The phrase "Licensed Patents" shall mean and include all issued and unexpired United States and foreign patents listed in Exhibit 1, as well as all United States and foreign patents that have issued or may hereafter issue on applications whose subject matter in whole or in part is entitled to the benefit of the filing date(s) of any such patents, including, without limitation, United States and foreign patents issuing with respect to any such

continuations, continuations-in-part, divisional patents, substitutions, Patent Cooperation Treaty applications, United States provisional patent applications, continued prosecution applications, utility models, supplementary protection certificates, reexaminations, renewals, extensions and reissues, along with all United States and foreign patents (a) that may hereafter issue in regard to the Technology or to any improvements or enhancements to the Technology conceived and/or reduced to practice by Licensor, or (b) which Licensor now owns or has the right to license or may hereafter own or have the right to license, including without limitation the patents with Robert Perry as the inventor listed in Category 2 of Exhibit 1 and any other patents that Cummins Power Generation, Inc. and Cummins Engine Company, Inc. (collectively "Cummins") transferred to Licensor in that certain Asset Purchase Agreement dated as of July 9, 1996 as amended in the Amendment dated as of June 16, 1998 (as amended, "the Cummins Agreement").

1.7 Licensed Territories. The phrase "Licensed Territories" shall mean the United States and all foreign countries or regions worldwide.

1.8 Licensee Group. The phrase "Licensee Group" shall mean the Licensee and its Affiliates as designated from time to time by Licensee.

1.9 Product. The term "Product" shall mean any apparatus, device or product utilizing autocatalytic combustion in the reduction of pollutants in the effluent of and/or for improvement of the efficiency of combustion by utilization of the Technology Devices and Methods, all within the Field of Use.

1.10 Project. The term "Project" shall refer to the installation of a Product, within the Field of Use.

1.11 Technology. The term "Technology" shall mean:

(i) the inventions, discoveries and improvements claimed by the Licensed Patents; and

(ii) all unpublished ideas, concepts, know-how, techniques, processes, trade secrets, formulas, programs, data, business plans, strategies, forecasts and information which Licensor now owns or controls or hereafter may own or control and which Licensor maintains or intends to maintain in confidence relating to (a) any systems, processes or methods of producing products that utilize autocatalytic combustion or that allow its full scope of operation in the reduction of pollutants in the effluent of and/or for improvement of the efficiency of combustion within the Field of Use, (b) any apparatus, device or product useful for doing the same, and/or (c) the marketing, distribution or sales of any products produced utilizing the concept of autocatalytic combustion or allowing its full scope of operation in the reduction of pollutants in the effluent of and/or for improvement of the efficiency of combustion within the Field of Use.

1.12 Technology Devices and Methods. The term "Technology Devices and Methods" shall mean collectively the Devices and Methods and any systems, processes or methods of producing products that utilize the concept of autocatalytic combustion or that allow its full scope of operation in the reduction of pollutants in the effluent of and/or for improvement of the efficiency of combustion within the Field of Use, and/or any apparatus, device or product useful for doing the same described by or implemented by use of the Technology.

LICENSE GRANT

In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms, conditions and provisions of the Exclusive License Agreement, Licensor has granted and hereby confirms its grant to Licensee Group under the Technology an exclusive, irrevocable and non-terminable license (to the exclusion of Licensor and all third parties taking through Licensor except the Licensee Group) throughout the Licensed Territories to make, have made, use, practice, copy, distribute, display, perform, prepare derivatives, offer to sell, sell, import, otherwise dispose of or make available for use, directly or indirectly, the Technology and Licensed Patents and Technology Devices and Methods and Products in the Field of Use provided that such grant shall be subject only to: (i) the rights of Cummins Engine Company, Inc. retained by it in the Technology and Licensed Patents and Technology Devices and Methods and Products pursuant to the Cummins Agreement; (ii) the exclusive right of Licensor to use the Technology and Licensed Patents and Technology Devices and Methods in all applications outside the Field of Use, including without limitation, in internal combustion engine applications and combustion turbine applications; and (iii) the non-exclusive right of Licensor to use the patents with Robert Perry as the inventor listed in Category 2 of Exhibit 1 and any other patents transferred to Licensor in the Cummins Agreement. As provided in the Exclusive License Agreement, Licensor has granted and hereby confirms its grant to Licensee Group of the right to grant sublicenses under the Technology of the same or lesser scope as their above described license and rights.

GENERAL

Nothing in this Memorandum of Exclusive License shall be construed to modify, amend or alter the terms of the Exclusive License Agreement, or diminish or enlarge the parties' respective rights and duties thereunder or the limitations and conditions contained therein. The terms, conditions and provisions of the Exclusive License Agreement are hereby ratified and confirmed and shall continue in full force and effect.

(SIGNATURE ON THE FOLLOWING PAGE)

NOxTech, Inc.

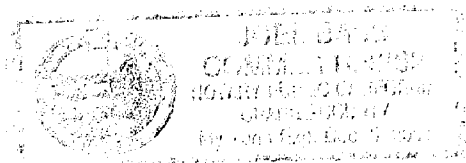
By:

Title:

STATE OF California)

COUNTY OF Orange)

On the 25th day of October, 2000, before me personally came Ralph Stone, to me known, who, being duly sworn, did depose and say that he resides at 450 Veneto Irvine CA 92614, and that he is the President of NOxTech, Inc. ("NOxTech"), that he is authorized to execute the attached Memorandum of Exclusive License on behalf of NOxTech and that he did execute the attached Memorandum of Exclusive License on NOxTech's behalf and as NOxTech's act and deed.



(SIGNATURE ON THE FOLLOWING PAGE)

Enron North America Corp.

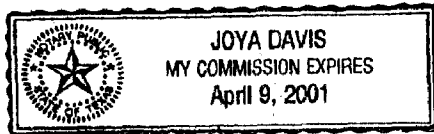
mw By: Michael J. Beyer

Title: VICE PRESIDENT

STATE OF TEXAS)

COUNTY OF HARRIS)

On the 6th day of November, 2000, before me personally came Michael J. Beyer, to me known, who, being duly sworn, did depose and say that he resides at 121 Springbrook Drive, Veneta, Pennsylvania, and that he is the Vice President of Enron North America Corp. ("ENA"), that he is authorized to execute the attached Memorandum of Exclusive License on behalf of ENA and that he did execute the attached Memorandum of Exclusive License on ENA's behalf and as ENA's act and deed.



Joya Davis

EXHIBIT 1

LICENSED PATENTS

Category 1 patents:

1. United States Patent Number 5,985,222
Date of Patent: November 16, 1999
“Apparatus and Method for Reducing NOx from Exhaust Gases Produced by Industrial Processes”
Inventors: Bruce C. Sudduth, Corona, CA
Ralph J. Slone, Columbus, IN
Vishwesh Palekar, Norwalk, CA
Madhu Ramavajjala, Tustin, CA
Assignee: NOxTech, Inc., Irvine, CA
Application Number: 08/742,769
Application Filed: November 1, 1996
2. United States Patent Number 6,066,303
Date of Patent: May 23, 2000
“Apparatus and Method for Reducing NOx from Exhaust Gases Produced by Industrial Processes”
Inventors: Bruce C. Sudduth, Corona, CA
Ralph J. Slone, Columbus, IN
Vishwesh Palekar, Norwalk, CA
Madhu Ramavajjala, Tustin, CA
Assignee: NOxTech, Inc., Irvine, CA
Application Number: 09/211,879
Application Filed: December 14, 1998

Category 2 patents:

1. United States Patent Number 4,731,231
Date of Patent: March 15, 1988
“NO Reduction Using Sublimation of Cyanuric Acid”
Inventor: Robert A. Perry, Livermore, CA
Assignee: Robert A. Perry, Livermore, CA
Application Number: 859,951
Application Filed: May 5, 1986

2. United States Patent Number 4,800,068
Date of Patent: January 24, 1989
"System for NO Reduction Using Sublimation of Cyanuric Acid"
Inventor: Robert A. Perry, Livermore, CA
Assignee: Not Listed
Application Number: 28,985
Application Filed: March 23, 1987

3. United States Patent Number 4,886,650
Date of Patent: December 12, 1989
"NO Reduction Using Sublimation of Cyanuric Acid"
Inventor: Robert Perry, Livermore, CA
Assignee: Not Listed
Application Number: 168,220
Application Filed: March 15, 1988

4. United States Patent Number 4,908,193
Date of Patent: March 13, 1990
"NO Reduction Using Sublimation of Cyanuric Acid"
Inventor: Robert A. Perry, Livermore, CA
Assignee: Not Listed
Application Number: 154,247
Application Filed: January 5, 1988

5. United States Patent Number 5,180,565
Date of Patent: January 19, 1993
"NO Reduction Using Sublimation of Cyanuric Acid"
Inventor: Robert A. Perry, Livermore, CA
Assignee: Not Listed
Application Number: 491,996
Application Filed: March 12, 1990