

05-22-2001



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5-15-01

Form PTO-1595 (Rev. 03-01) CMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>American Technologies Group, Inc.</u> <u>1017 S. Mountain Avenue</u> <u>Monrovia, California 91016</u>			2. Name and address of receiving party(ies) Name: <u>The Keshet Fund L.P.</u> Internal Address: _____ _____ _____ Street Address: <u>135 West 50th Street</u> <u>Suite 1700</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10020</u>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			Execution Date: <u>5/7/01</u>		
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): _____ B. Patent No.(s): _____ Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Edward Grushko</u> Company: <u>Grushko & Mittman, P.C.</u> _____ _____ Street Address: <u>551 Fifth Ave., Suite 1601</u> _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10176</u>			6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR 3.41): \$ <u>800</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)		
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. <u>Lawrence J. Brady, Chairman</u> Name of Person Signing & CEO Signature: <u>[Signature]</u> Date: <u>5-7-01</u> Total number of pages: _____ Best attachments and documents: <u>2</u>					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box 48000
 Washington, D.C. 20231

5/21/2001 9:01 AM 0000001 08570789

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PATENT
 REEL: 011806 FRAME: 0381

SCHEDULE A

COUNTRY	APPLICATION & PATENT NUMBER	FILING DATE	TITLE OF INVENTION	CROSS- REFERENCE TO OTHER APPLICATIONS
USA	08/530,789 6,010,599	9/20/95	Compact Vacuum Distillation Device	
USA	09/141,078	8/27/98	Distillation Device	CIP of 08/530,789 filed 9/20/95
CHINA	96199262.X		Compact Vacuum Distillation Device	PCT/US96/15042 and 08/530,789
EUROPE	96 933 062.0-2113	6/19/98	Compact Vacuum Distillation Device	PCT/US96/15042
INDIA		9/20/96	Compact Vacuum Distillation Device	PCT/US96/15042
JAPAN	512894/1997	5/20/98	Compact Vacuum Distillation Device	PCT/US96/15042
PCT	PCT/US96/15042	9/20/96	Compact Vacuum Distillation Device	08/530,789
PCT	PCT/US99/17751	8/5/99	Distillation Device	09/141,078
TAIWAN	86112363 1097749	8/28/97	Low Cost Small Foot Print Compact Vacuum Distiller	08/530,789
TAIWAN	87117216	10/17/98	Distillation Device	09/141/078

2062

SECURITY AGREEMENT

1. Identification.

This Security Agreement (the "Agreement"), dated for identification purposes only May 8, 2001, is entered into by and between American Technologies Group, Inc., a Nevada corporation ("Debtor"), and The Keshet Fund L.P. (the "Lender").

2. Recitals.

2.1 The Lender has made a loan to Debtor (the "Loan").

2.2 The Loan is evidenced by a certain Secured Convertible Note in the principal amount of \$200,000 ("Note") and executed by Debtor as the "Borrower" thereof, for the benefit of Lender as the "Holder" thereof.

2.3 In order to induce Lender to make the Loan, and as security for Debtor's performance of its obligations under the Note and as security for the repayment of the Loan and any and all other sums due from Debtor to Lender whether arising under the Note issued pursuant to a Subscription Agreement entered into between Debtor and Lender relating to the Note (the "Subscription Agreement"), or pursuant to other written instruments and agreements entered into by the Debtor and Lender, whether before or after the date hereof, including up to additional convertible notes in the principal amount of \$250,000 as described in Section 12(b) of the Subscription Agreement, and further specifically including all of the Debtor's obligations arising under the Note and the Subscription Agreement relating thereto (collectively, the "Obligations"), Debtor, for good and valuable consideration, receipt of which is acknowledged, has agreed to grant to the Lender, a security interest in the Collateral (as such term is hereinafter defined), on the terms and conditions hereinafter set forth.

Defined Terms. The following defined terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, General Intangibles, Instruments, Inventory and Proceeds.

3. Grant of General Security Interest in Collateral.

3.1 As security for the Obligations, Debtor hereby grants the Lender a security interest in the Collateral.

3.2 "Collateral" shall mean all of the following property of the Debtor:

(a) All now owned and hereafter acquired right, title and interest of Debtor in, to and in respect of all: General Intangibles (including but not limited to, tax and duty claims and refunds, registered and unregistered patents, trademarks, service marks, certificates including Patents and Patent Applications described on Schedule A hereto, collectively referred to herein as "Patents", copyrights trade names, applications for the foregoing, trade secrets, goodwill, processes, drawings, blueprints, customer lists, licenses, whether as licensor or licensee, chooses in action and other claims relating to the Patents), and agreements or property securing or relating to any of the items referred to above;

(b) All present and future books and records relating to any of the above including, without limitation, all computer programs, printed output and computer readable data in the possession or control of the Debtor, any computer service bureau or other third party relating to the Patents; and

(c) All products and Proceeds of the foregoing in whatever form and wherever located, including, without limitation, all insurance proceeds and all claims against third parties for loss or destruction of or damage to any of the foregoing.

3.3 In the event of an Event of Default (as defined herein), the Lender is hereby specifically authorized to transfer any Collateral into the name of the Lender and to take any and all action deemed permitted by law and deemed advisable to the Lender to remove any transfer restrictions affecting the Collateral.

4. Perfection of Security Interest.

Debtor shall execute and deliver to the Lender UCC-1 Financing Statements ("Financing Statements") relating to the security interests in Debtor's right, title and interest in and to the Collateral. Debtor hereby authorizes the Lender to file such Financing Statements at the Debtor's expense, in such filing locations as the Lender deems appropriate.

5. Distribution on Liquidation.

If any sum is paid as a liquidating distribution on or with respect to the Collateral, Debtor shall accept same in trust for the Lender and shall deliver same to the Lender to be applied to the Obligations then due, in accordance with the terms of the Note.

6. Further Action By Debtor; Covenants and Warranties.

6.1 Lender at all times shall have a perfected security interest in the Collateral which shall be prior to any other unperfected interest therein. Subject to the security interest described herein, Debtor has and will continue to have full title to the Collateral free from any liens, leases, encumbrances, judgments or other claims. Lender's security interest in the Collateral constitutes and will continue to constitute a first, prior and indefeasible security interest in favor of Lender. Debtor will do all acts and things, and will execute and file all instruments (including, but not limited to, security agreements, financing statements, continuation statements, etc.) reasonably requested by Lender to establish, maintain and continue the perfected security interest of Lender in the Collateral. Debtor will promptly on demand, pay all costs and expenses of filing and recording, including the costs of any searches deemed necessary by Lender from time to time to establish and determine the validity and the continuing priority of the security interest of Lender, and also pay all other claims and charges that in the opinion of Lender might prejudice, imperil or otherwise affect the Collateral or its security interest therein.

6.2 Debtor will not sell, transfer, assign or pledge those items of Collateral and Debtor will not allow any such items to be sold, transferred, assigned or pledged, without the prior written consent of Lender. Although Proceeds of Collateral are covered by this Security Agreement, this shall not be construed to mean that Lender consents to any sale of the Collateral.

6.3 Debtor will, at all reasonable times, allow Lender or its representatives free and complete access to all of Debtor's records which in any way relate to the Collateral, for such inspection and examination as Lender deems necessary.

6.4 Debtor, at Debtor's sole cost and expense, will protect and defend this Security Agreement, all of the rights of Lender hereunder, and the Collateral against the claims and demands of all other parties.

6.5 Debtor will promptly notify Lender of any levy, distraint or other seizure by legal process or otherwise of any part of the Collateral, and of any threatened or filed claims or proceedings that might in any way affect or impair any of the rights of Lender under this Security Agreement.

6.6 Debtor, at Debtor's own expense, will obtain and maintain in force insurance policies covering losses or damage to those items of Collateral which constitute physical personal property, if any. The insurance policies to be obtained by Debtor shall be in form and amounts reasonably acceptable to Lender. Debtor shall make the Lender a loss payee thereon. Lender is hereby irrevocably appointed Debtor's attorney-in-fact to endorse any check or draft that may be payable to Debtor, so that Lender may collect the proceeds payable for any loss under such insurance. The proceeds of such insurance, less any costs and expenses incurred or paid by Lender in the collection thereof, shall be applied either toward the cost of the repair or replacement of the items damaged or destroyed, or on account of any sums secured hereby, whether or not then due or payable.

6.7 Lender may, at its option, and without any obligation to do so, pay, perform and discharge any and all amounts, costs, expenses and liabilities herein agreed to be paid or performed by Debtor, and all amounts expended by Lender in so doing shall become part of the Obligations secured hereby, and shall be immediately due and payable by Debtor to Lender upon demand and shall bear interest at 18% per annum from the dates of such expenditures until paid.

6.8 Upon the request of Lender, Debtor will furnish within five (5) days thereafter to Lender, or to any proposed assignee of this Security Agreement, a written statement in form satisfactory to Lender, duly acknowledged, certifying the amount of the principal and interest then owing under the Obligations, whether any claims, offsets or defenses exist against the Obligations or against this Security Agreement, or any of the terms and provisions of any other agreement of Debtor securing the Obligations. In connection with any assignment by Lender of this Security Agreement, Debtor hereby agrees to cause the insurance policies required hereby to be carried by Debtor, if any, to be endorsed in form satisfactory to Lender or to such assignee, with loss payable clauses in favor of such assignee, and to cause such endorsements to be delivered to Lender within ten (10) calendar days after request therefore by Lender.

6.9 The Debtor will, at Debtor's expense, make, execute, endorse, acknowledge, file and/or deliver to the Lender from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, as the Lender may reasonable require.

6.10 Debtor represents and warrants that it is the true and lawful exclusive owner of the Collateral, free and clear of any liens and encumbrances.

6.11 Debtor hereby agrees not to divest himself of any right under the Collateral absent prior written approval of the Lender.

7. Power of Attorney.

Debtor hereby irrevocably constitutes and appoints the Lender as the true and lawful attorney of Debtor, with full power of substitution, in the place and stead of Debtor and in the name of Debtor or otherwise, at any time or times, in the discretion of the Lender, to take any action and to execute any instrument or document which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement which Debtor fails to take or fail to execute within five (5) business days of the Lender's reasonable request therefor. This power of attorney is coupled with an interest, is irrevocable and shall not be affected by any subsequent disability or incapacity of Debtor.

8. Performance By The Lender.

If Debtor fails to perform any material covenant, agreement, duty or obligation of Debtor under this Agreement, the Lender may, at any time or times in its discretion, take action to effect performance of such obligation. All reasonable expenses of the Lender incurred in connection with the foregoing authorization shall be payable by Debtor as provided in Paragraph 12.1 hereof. No discretionary right, remedy or power granted to the Lender under any part of this Agreement shall be deemed to impose any obligation whatsoever on the Lender with respect thereto, such rights, remedies and powers being solely for the protection of the Lender.

9. Event of Default.

An event of default ("Event of Default") shall be deemed to have occurred hereunder upon the occurrence of any event of default as defined in the Note. Upon and after any Event of Default, after the applicable cure period, if any, any or all of the Obligations shall become immediately due and payable at the option of the Lender, for the benefit of the Lender, and the Lender may dispose of Collateral as provided below. A default by Debtor of any of Debtor's obligations pursuant to this Agreement including but not limited to the obligations set forth in Section 6 of this Agreement, or a misrepresentation by Debtor of a material fact stated herein, shall be deemed an Event of Default hereunder and an event of default as defined in the Obligations.

10. Disposition of Collateral.

Upon and after any Event of Default which is then continuing,

(a) The Lender may exercise its rights with respect to each and every component of the Collateral, without regard to the existence of any other security or source of payment for the Obligations or any other component of the Collateral. In addition to other rights and remedies provided for herein or otherwise available to it, the Lender shall have all of the rights and remedies of a lender on default under the Uniform Commercial Code then in effect in the State of New York.

(b) If any notice to Debtor of the sale or other disposition of Collateral is required by then applicable law, five (5) days' prior notice (or, if longer, the shortest period of time permitted by then applicable law) to Debtor of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made, shall constitute reasonable notification.

(c) The Lender is authorized, at any such sale, if the Lender deems it advisable to do so, in order to comply with any applicable securities laws, to restrict the prospective bidders or purchasers to persons who will represent and agree, among other things, that they are purchasing the Collateral for their own account for investment, and not with a view to the distribution or resale thereof, or otherwise to restrict such sale in such other manner as the Lender deems advisable to ensure such compliance. Sales made subject to such restrictions shall be deemed to have been made in a commercially reasonable manner.

(d) All cash proceeds received by the Lender in respect of any sale, collection or other enforcement or disposition of Collateral, shall be applied (after deduction of any amounts payable to the Lender pursuant to Paragraph 12.1 hereof) against the Obligations. Upon payment in full of all Obligations, Debtor shall be entitled to the return of all Collateral, including cash, which has not been used or applied toward the payment of Obligations or used or applied to any and all costs or expenses of the Lender incurred in connection with the liquidation of the Collateral (unless another person is legally entitled thereto). Any assignment of Collateral by the Lender to Debtor shall be without representation or warranty of any nature whatsoever and wholly without recourse. The Lender may purchase the Collateral and pay for such purchase by offsetting any sums owed to such Lender by Debtor arising under the Obligations or any other source.

(e) No exercise by the Lender of any right hereby given it, no dealing by the Lender with Debtor, or any other person in accordance with the provisions hereof, and no change, impairment or suspension of any right or remedy of the Lender shall in any way affect any of the obligations of Debtor hereunder or any Collateral furnished by Debtor or give Debtor any recourse against the Lender.

11. Waiver of Automatic Stay. The Debtor acknowledges and agrees that should a proceeding under any bankruptcy or insolvency law be commenced by or against the Debtor, or if any of the Collateral (as defined in this Security Agreement) should become the subject of any bankruptcy or insolvency proceeding, then the Lender should be entitled to, among other relief to which the Lender may be entitled under the Note, Security Agreement, Subscription Agreement and any other agreement to which the Debtor and Lender are parties, (collectively "Loan Documents") and/or applicable law, an order from the court granting immediate relief from the automatic stay pursuant to 11 U.S.C. Section 362 to permit the Lender to exercise all of its rights and remedies pursuant to the Loan Documents and/or applicable law. THE DEBTOR EXPRESSLY WAIVES THE BENEFIT OF THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. SECTION 362. FURTHERMORE, THE DEBTOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT NEITHER 11 U.S.C. SECTION 362 NOR ANY OTHER SECTION OF THE BANKRUPTCY CODE OR OTHER STATUTE OR RULE (INCLUDING, WITHOUT LIMITATION, 11 U.S.C. SECTION 105) SHALL STAY, INTERDICT, CONDITION, REDUCE OR INHIBIT IN ANY WAY THE ABILITY OF THE LENDER TO ENFORCE ANY OF ITS RIGHTS AND REMEDIES UNDER THE LOAN DOCUMENTS AND/OR APPLICABLE LAW. The Debtor hereby consents to any motion for relief from stay which may be filed by the Lender in any bankruptcy or insolvency proceeding initiated by or against the Debtor, and further agrees not to file any opposition to any motion for relief from stay filed by the Lender. The Debtor represents, acknowledges and agrees that this provision is a specific and material aspect of this Agreement, and that the Lender would not agree to the terms of this Agreement if this waiver were not a part of this Agreement. The Debtor further

represents, acknowledges and agrees that this waiver is knowingly, intelligently and voluntarily made, that neither the Lender nor any person acting on behalf of the Lender has made any representations to induce this waiver, that the Debtor has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel selected by the Debtor and that the Debtor has had the opportunity to discuss this waiver with counsel. The Debtor further agrees that any bankruptcy or insolvency proceeding initiated by the Debtor will only be brought in the Federal Court within the Southern District of New York.

12. Miscellaneous.

12.1 Expenses. Debtor shall severally pay to the Lender, on demand, the amount of any and all reasonable expenses, including, without limitation, attorneys' fees, legal expenses and brokers' fees, which the Lender may incur in connection with (a) sale, collection or other enforcement or disposition of Collateral; (b) exercise or enforcement of any the rights, remedies or powers of the Lender hereunder or with respect to any or all of the Obligations; or (c) failure by Debtor to perform and observe any agreements of Debtor contained herein which are performed by the Lender.

12.2 Waivers, Amendment and Remedies. No course of dealing by the Lender and no failure by the Lender to exercise, or delay by the Lender in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right, remedy or power of the Lender. No amendment, modification or waiver of any provision of this Agreement and no consent to any departure by Debtor therefrom, shall, in any event, be effective unless contained in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights, remedies and powers of the Lender, not only hereunder, but also under any instruments and agreements evidencing or securing the Obligations and under applicable law are cumulative, and may be exercised by the Lender from time to time in such order as the Lender may elect.

12.3 Notices. Any notice or other communications under the provisions of this Agreement shall be given in writing and delivered to the recipient in person, by reputable overnight courier or delivery service, by facsimile machine (receipt conformed) with a copy sent by first class mail on the date of transmission, or by registered or certified mail, return receipt requested, directed to its address set forth below (or to any new address of which a party hereto shall have informed the other by the giving of notice in the manner provided herein):

To Debtor:	American Technologies Group, Inc. 1017 S. Mountain Avenue Monrovia, CA 91016 Fax: (626) 357-4464
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And for Informational Purposes only, a copy to:	Greg Sichenzia, Esq. Sichenzia, Ross & Friedman, LLP 135 West 50 th Street, 20 th Floor New York, NY 10020 Fax: (212) 664-7329
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To Lender:

The Keshet Fund L.P.
A New York Limited Partnership
135 West 50th Street, Suite 1700
New York, New York 10020
Fax: (212) 541-4434

And for Informational
Purposes Only, copy to:

Barbara R. Mittman
Grushko & Mittman, P.C.
551 Fifth Avenue, Suite 1601
New York, New York 10176
Fax: (212) 697-3575

Any party may change its address by written notice in accordance with this paragraph.

12.4 Term: Binding Effect. This Agreement shall (a) remain in full force and effect until payment and satisfaction in full of all of the Obligations; (b) be binding upon Debtor, and its successors and assigns; and (c) inure to the benefit of the Lender, for the benefit of the Lender and its respective heirs, legal representatives, successors in title and permitted assigns.

12.5 Captions. The captions of Paragraphs, Articles and Sections in this Agreement have been included for convenience of reference only, and shall not define or limit the provisions hereof and have no legal or other significance whatsoever.

12.6 Governing Law; Venue; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts or choice of law, except to the extent that the perfection of the security interest granted hereby in respect of any item of Collateral may be governed by the law of another jurisdiction. Any legal action or proceeding against the Debtor with respect to this Agreement may be brought in the courts of the State of New York or of the United States for the Southern District of New York, and, by execution and delivery of this Agreement, Debtor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The Debtor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the aforesaid courts and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. If any provision of this Agreement, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provisions which can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable and the remaining, valid provisions shall remain of full force and effect.

12.7 Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature and delivered by facsimile transmission.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Security Agreement, as of the date first written above.

"DEBTOR"

AMERICAN TECHNOLOGIES GROUP, INC.
a Nevada corporation

By: _____

Lawrence J. Brady

Its: Chairman of the Board and CEO

"THE LENDER"

This Security Agreement may be executed by facsimile signature and delivered by confirmed facsimile transmission.

12.7 Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature and delivered by facsimile transmission.

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"DEBTOR"
AMERICAN TECHNOLOGIES GROUP, INC.
a Nevada corporation

By: _____
Lawrence J. Brady
Its: Chairman of the Board and CEO

"THE LENDER"

/s/ Charles
THE KESKET FUND L.P.

This Security Agreement may be executed by facsimile signature and delivered by confirmed facsimile transmission.

-8-

Received 07-05-01 10:00

From-212 541 4434

To-

Page 04

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TOTAL P.05

SCHEDULE A TO SECURITY AGREEMENT

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