

12-13-2002



U.S. DEPARTMENT OF COMMERCE  
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Form PTO-1595  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

12-13-02

1. Name of conveying party(ies):  
InterCorr International, Inc. *12-13-02*  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: AMT Capital, Ltd.  
Internal Address: Suite 600  
Street Address: 5220 Spring Valley Road  
City: Dallas State: TX Zip: 75254  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: November 15, 2002

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) 10/114,152  
B. Patent No.(s) 6264824; 6045723;  
5425867; 5139627; 4575678  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Lee Ann Wheelis  
Internal Address: Thompson & Knight, LLP  
Street Address: 1700 Pacific Ave., Suite 3300  
City: Dallas State: TX Zip: 75201

6. Total number of applications and patents involved: 6  
7. Total fee (37 CFR 3.41).....\$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
20-0821

12/13/2002 TBIAZ1 00000122 200821 10114152  
01 FC:0021 240.00 CH

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9. Signature.  
Lee Ann Wheelis  
Name of Person Signing  
  
Signature  
December 12, 2002  
Date  
Total number of pages including cover sheet, attachments, and documents: 11

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

**ADDITIONAL NAMES & ADDRESSES OF RECEIVING PARTIES**

Caledonia TMT Limited  
Cayzer House  
30 Buckinghame Gate  
London SW1E 6NN

Kenneth and Janet MacKenzie  
Riverstone House  
Banchory, Aberdeenshire  
AB31 5HU

EXHIBIT B  
to  
SECURITY AGREEMENT

PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, InterCorr International, Inc., a Texas corporation (herein called "Grantor"), owns certain "Patents" and "Patent Licenses" (as defined below); and

WHEREAS, Grantor has issued a Convertible Secured Promissory Note of even date herewith to each of AMT Capital, Ltd., a Texas limited partnership ("AMT"), Caledonia TMT Limited, a private company organised under the laws of England and Wales ("Caledonia"), and Kenneth and Janet MacKenzie, individuals residing in Scotland ("MacKenzie") (each of AMT, Caledonia, and MacKenzie is a "Grantee" hereunder, and collectively, AMT, Caledonia, and MacKenzie are the "Grantees") (herein, as from time to time amended, supplemented, or restated, such notes collectively are called the "Credit Agreements"); and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith among Grantor and Grantees (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), Grantor has granted to Grantees for the benefit of Grantees a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Secured Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantees a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each Patent (including each design patent and patent application) in which Grantor has any interest;
- (b) each Patent License in which Grantor has any interest; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent (including without limitation any design patent and any Patent issuing from any application referred to in Schedule 1 hereto) and all rights and benefits of Grantor under any Patent License.

As used herein:

“Patent License” means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence.

“Patents” means all the following: (a) all letters patent and design letters patent of the United States or any other country and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including without limitation those described in Schedule 1 hereto, (b) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.


At least two-thirds in number of the Grantees may designate in writing, with full power of substitution, any party as Grantor’s true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in such Grantees’ discretion, so long as any Event of Default has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

This security interest is granted in conjunction with the security interests granted to Grantees pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantees with respect to the security interests in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15 day of November, 2002.

INTERCORR INTERNATIONAL, INC.

By:   
Name: Charles L. Forde  
Title: CEO

Acknowledged:

AMT CAPITAL, LTD.

By: AMT Capital G.P., Inc., its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALEDONIA TMT LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Kenneth MacKenzie

\_\_\_\_\_  
Janet MacKenzie

[ADD APPROPRIATE NOTARIAL ACKNOWLEDGMENT]

000179 004766 DALLAS 1475668.5

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the \_\_\_\_ day of November, 2002.

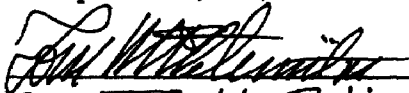
INTERCORR INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

AMT CAPITAL, LTD.

By: AMT Capital G.P., Inc., its General Partner

By:   
Name: Tom H. Delimitros  
Title: President

CALEDONIA TMT LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Kenneth MacKenzie

\_\_\_\_\_  
Janet MacKenzie

[ADD APPROPRIATE NOTARIAL ACKNOWLEDGMENT]

000179 004766 DALLAS 1475668.5

PATENT  
REEL: 13563 FRAME: 0030

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INTERCORR INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Acknowledged:

AMT CAPITAL, LTD.

By: AMT Capital G.P., Inc., its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALEDONIA TMT LIMITED

By:  \_\_\_\_\_  
Name: G. I. DENISON  
Title: COMPANY SECRETARY

\_\_\_\_\_  
Kenneth MacKenzie

\_\_\_\_\_  
Janet MacKenzie

[ADD APPROPRIATE NOTARIAL ACKNOWLEDGMENT]

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INTERCORR INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

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By: AMT Capital G.P., Inc., its General Partner

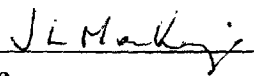
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CALEDONIA TMT LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



\_\_\_\_\_  
Kenneth MacKenzie



\_\_\_\_\_  
Janet MacKenzie

[ADD APPROPRIATE NOTARIAL ACKNOWLEDGMENT]

000179 004766 DALLAS 1475668.5



Schedule 1  
to Patent  
Security Agreement

PATENTS

A. U.S. Patents and Design Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,264,824	July 24, 2001	Assessment of Corrosion
6,045,723	April 4, 2000	Compositions and Compounds to Minimize Hydrogen Charging and Hydrogen Induced Cracking of Steels
5,425,867	June 20, 1995	Method and Apparatus for Producing Electrochemical Impedance Spectra
5,139,627	August 18, 1992	Corrosion Monitoring
4,575,678	March 11, 1986	Corrosion Monitoring

B. U.S. Patent Applications

<u>Serial No.</u>	<u>Date Filed</u>	<u>Title</u>
10/114,512	April 2, 2002	Apparatus and Method for Electrochemical Detection and Control of Inorganic Scale

C. Foreign Patents

<u>I.D. No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
P20661a	1,210,066 (CA)	August 19, 1986	Corrosion Monitoring
P20661c	EP0084404 (FR)	May 31, 1989	E-C Potential Noise Measurement to Monitor Corrosion
P20661d	EP0084404 (DE)	May 31, 1989	E-C Potential Noise Measurement to Monitor Corrosion
P20661e	EP0084404 (IT)	May 31, 1989	E-C Potential Noise Measurement to Monitor Corrosion
P20661f	EP0084404 (GB)	May 31, 1989	E-C Potential Noise Measurement to Monitor Corrosion
P20662a	EP0302073 (GB)	July 22, 1992	E-C Current and Potential Noise Measurement to Monitor Corrosion
P20662b	EP0302073 (DE)	July 22, 1992	E-C Current and Potential Noise Measurement to Monitor Corrosion
P20662c	EP0302073 (NE)	July 22, 1992	E-C Current and Potential Noise Measurement to Monitor Corrosion
P20662e	EP0302073 (FR)	July 22, 1992	E-C Current and Potential Noise Measurement to

			<b>Monitor Corrosion</b>
P20662f	EP0302073 (IT)	July 22, 1992	E-C Current and Potential Noise Measurement to Monitor Corrosion
P20663	2,269,458 (GB)	February 9, 1994	Method and Apparatus for Producing E-C Impedance Spectra
P20664	2,118,309 (GB)		App. for Monitoring The Rate of Loss of Metal from a Surface

EXCLUSIVE PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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