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OMB No. 0651-0027 (exp. 6/30/2005) PATEN	TS ONLY  U.S. Patent and Trademark Office
Tab settings ⇔ ⇔ ♥ ▼	<u> </u>
To the Honorable Commissioner of Patents and Trademarks	: Please record the attached original documents or copy thereof.
Name of conveying party(ies):	Name and address of receiving party(ies)
	Name: Mercantile-Safe Deposit And Trust Company
Thermochem Recovery International, Inc.	
	Internal Address:
Additional name(s) of conveying party(les) attached? Yes V	
3. Nature of conveyance:	1
Assignment Merger	
	Street Address: 2 Hopkins Plaza, 5th Floor
Other	
	City: Baltimore State: MD Zip: 21201
1/24/2003 Execution Date:	
	Additional name(s) & address(es) attached? Yes V No
4. Application number(s) or patent number(s):	
If this document is being filed together with a new appli	ication, the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s) 5059404 5133297 5205728
60149870 60149797	5211704 5255634 5306481 5366371 5536488
Additional numbers at	tached? Yes No 6149765 5638609 5842289
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 14
Name: Joseph Tyssowski, Esq	7. Total fee (37 CFR 3.41)\$ 560.00
Gebhardt & Smith LLP	✓ Enclosed
инопитициональный принципальный принципальны	Authorized to be charged to deposit associat
	Authorized to be charged to deposit account
	8. Deposit account number:
Street Address: World Trade Center, 9th Floor	a. Deposit account number.
401 East Pratt Street	
City: Baltimore State: MD Zip: 21202	
City:State;zip:	<u> </u>
DO NOT USE	THIS SPACE
9. Signature.	
//	
Joseph R. S. Tyssowski, Jr., Partner	February 3, 2003
Name of Person Signing	February 3, 2003  Date
	sheet, attachments, and documents:

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

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT ("AGRF" MENT") is date as of <u>Joanne 24</u>, 2003 by and between THERMOCHEM RECOVERY! ERNATIONAL, INC ("PLEDGOR"), with its mailing address at 6001 Chemical Road, Baltimor Jaryland 21226; and 1 TERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("LENDER"), its mailing address at 2 Hopkins Plaza, 5th Floor, Baltimore, Maryland 21201.

- NOW, THEREFORE, FOR GOOD AN ALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the LENDER as follows:
- Section 1. <u>Defined Terms</u>. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this AGREEMENT clearly requires a different meaning. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.
- Section 1.1 "EVENT OF DEFAULT" shall have the meaning given to that term in the LOAN AGREEMENT.
- Section 1.2 "LOAN AGREEMENT" means the Loan and Security Agreement of even date herewith by and between the PLEDGOR and the LENDER, as such agreement is hereafter amended or modified.
- Section 1.3 "OBLIGATIONS" shall have the meaning given to that term in the LOAN AGREEMENT. Without limitation to the foregoing, the term "OBLIGATIONS" includes all duties of payment or performance owed by the PLEDGOR to the LENDER arising out of or related to the revolving line of credit being provided by the LENDER to the PLEDGOR under the terms of the LOAN AGREEMENT.
- Section 1.4 "PATENT COLLATERAL" means all right, title and interest of the PLEDGOR, whether now owned or existing or hereafter acquired or arising, in, to, under or by virtue of: (a) the License and the Sublicense described on Exhibit A attached hereto; (b) all books and records relating to the foregoing in any form, in or on any media, including data processing materials in any form; (c) all income, royalties, damages and payments now or hereafter due or payable to the PLEDGOR under or with respect to such License and/or Sublicense, including without limitation, damages and payments for past, present or future infringements thereof; (d) all present and future claims, causes of action, and rights to sue for past, present or future infringements of such License and/or Sublicense; (e) all general intangibles, proceeds and products related to such License and/or Sublicense; and (f) all rights corresponding to such License and Sublicense throughout the world.
- Section 2. <u>Grant Of Security Interest</u>. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the LENDER and the LENDER'S successors and assigns, upon the following terms and conditions, and hereby grants to the LENDER and the LENDER'S successors and assigns, a security interest in and to all of the PLEDGOR'S right, title and interest in, under or by virtue of the PATENT COLLATERAL, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof.

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Section 3. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN AGREEMENT or under applicable law, including but not limited to the rights of a secured party under the Uniform Commercial Code in effect from time to time in Maryland, the LENDER shall have the right at any time (but shall have no obligation) to: (a) take, in its name or in the name of the PLEDGOR or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the PATENT COLLATERAL, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (b) use, operate, manage, and control the PATENT COLLATERAL in any lawful manner; and (c) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the PLEDGOR at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the COLLATERAL is to be made, which the PLEDGOR hereby agrees shall be commercially reasonable notice of such sale or other disposition. The PLEDGOR shall remain liable for any deficiency if the proceeds of any sale or other disposition of the PATENT COLLATERAL are insufficient to pay in full the OBLIGATIONS and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the LENDER in collecting any such deficiency. The PLEDGOR hereby irrevocably and unconditionally authorizes and empowers the LENDER to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the PLEDGOR'S true and lawful attorneyin-fact, with the power to endorse or sign the PLEDGOR'S name on all applications, documents, papers and instruments necessary for the LENDER or the designee of the LENDER to: (i) grant or issue any exclusive or nonexclusive licenses under the PATENT COLLATERAL to any other person; (ii) assign, license, pledge, convey or otherwise transfer title in or dispose of the PATENT COLLATERAL to any other person on such terms and conditions as the LENDER shall in its sole discretion determine; (iii) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the PATENT COLLATERAL; (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the PATENT COLLATERAL, and (v) do all acts and things which the LENDER deems necessary from time to time to protect, preserve or realize upon the PATENT COLLATERAL and the LENDER'S liens thereon and to effect the intent of this AGREEMENT. The PLEDGOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and is intended by the PLEDGOR to be a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the PATENT COLLATERAL, whether established by this AGREEMENT, by the LOAN AGREEMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 4. <u>No Duty Imposed Upon Lender</u>. The powers conferred upon the LENDER hereunder are solely to protect the interest of the LENDER in the PATENT COLLATERAL and shall not impose any duty upon the LENDER to exercise any such powers.

Section 5. <u>Costs And Expenses</u>. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by the LENDER in connection with the preparation of this AGREEMENT and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or any other fees incurred in otherwise protecting.

maintaining or preserving the PATENT COLLATERAL, or in defending or prosecuting any actions or proceedings arising out of or related to the PATENT COLLATERAL, shall be borne and paid by the PLEDGOR on demand by the LENDER and until so paid shall be added to the principal amount of the OBLIGATIONS and shall bear interest at the highest rate in effect from time to time under the "NOTE" (as that term is defined in the LOAN AGREEMENT).

- Section 6. <u>Notices</u>. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN AGREEMENT, in the manner and within the time specified in the LOAN AGREEMENT.
- Section 7. <u>Further Assurances</u>. The PLEDGOR shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the LENDER to vest in, effectuate assure to the LENDER its rights under this AGREEMENT or in any of the PATENT COLLATERAL. The PLEDGOR hereby constitutes the LENDER its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the OBLIGATIONS have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any OBLIGATIONS.
- Section 8. <u>Amendment</u>. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.
- Section 9. <u>Choice Of Law.</u> This AGREEMENT shall be construed according to the laws of the State of Maryland. All parties hereto consent to the jurisdiction and venue of the courts of the State of Maryland in any action to enforce, construe or interpret this AGREEMENT.
- Section 10. <u>Severability</u>. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.
- Section 11. <u>Successors And Assigns</u>. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the LENDER and its successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.
- Section 12. Waiver Of Jury Trial. The PLEDGOR and the LENDER each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this AGREEMENT, the LOAN AGREEMENT, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN AGREEMENT, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN AGREEMENT, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. THE PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING. The PLEDGOR acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that the LENDER would not enter into the subject transactions if this provision were not part of this AGREEMENT.

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(SEAL)

IN WITNESS WHEREOF, the PLEDGOR has executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST: -

PLEDGOR:

THERMOCHEM RECOVERY INTERNATIONAL, INC.

Name

Title:

WITNESS/ATTEST:

LENDER:

MERCANTILE-SAFE DEPOSIT AND

TRUST COMPANY

By: David R. Long

Senior Vice President

**EXHIBIT "A"** 

#### License (International Pulp and Paper Licensing Agreement)

Licensor	Licensee	Country or Territory	Effective Date	Subject Matter
ThermoChem, Inc.	Grantor	Worldwide with the exception of India where the Field of Use shall exclude energy and chemical recovery from spent liquor by means of steam reforming and paper mill sludge waste gasification.	June 10, 1998	Those patents and patent applications set forth in Exhibit 1, including continuations, continuations-inpart, and divisional applications stemming therefrom and all U.S. and foreign patents which may be issued thereon, and related technology and know-how.

Field of Use - All applications of the Licensed Technology in pulp and paper mills, including but not limited to processing or recovery of Spent Pulping Liquor, steam reforming of bark and other biomass materials, primary and ancillary sludge, toxic waste streams including, but not limited to, dioxin laden and chlorinated hydrocarbon containing streams, fossil or other fuels; generation of steam and/or electricity; drying or concentration of spent liquor or other fluids; causticization; or other energy generation, chemical processing, environmental remediation, or other processes in pulp and paper mills. "Spent Pulping Liquor" is defined as the process stream containing both organic and inorganic material extracted from the cooking of wood, bagasse, straw and other suitable vegetation as a source of fiber for paper making. Spent Pulping Liquors include, but are not limited to, those resulting from the Kraft, Soda, Sulfite, Semi-chemical and other pulping processes and chemistries.

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### Sublicense (North American Pulp and Paper Licensing Agreement)

Licensor	Licensee	Country or Territory	Effective Date	Subject Matter
Grantor	StoneChem, Inc.	U.S. and Canada	June 10, 1998	Those patents and patent applications set forth in Exhibit 2, including continuations, continuations-inpart and divisional applications stemming therefrom and all U.S. and Canadian patents which may be issued thereon and related know-how in the U.S. and Canada.

Field of Use - All applications of the Licensed Technology in pulp and paper mills, including but not limited to processing or recovery of Spent Pulping Liquor, steam reforming of bark and other biomass materials, primary and ancillary sludge, toxic waste streams including, but not limited to, dioxin laden and chlorinated hydrocarbon containing streams, fossil or other fuels; generation of steam and/or electricity; drying or concentration of spent liquor or other fluids; causticization; or other energy generation, chemical processing, environmental remediation, or other processes in pulp and paper mills. "Spent Pulping Liquor" is defined as the process stream containing both organic and inorganic material extracted from the cooking of wood, bagasse, straw and other suitable vegetation as a source of fiber for paper making. Spent Pulping Liquors include, but are not limited to, those resulting from the Kraft, Soda, Sulfite, Semi-chemical and other pulping processes and chemistries.

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# EXHIBIT 1:

# LICENSED PATENTS

_ PATENT	COUNTRY	NUMBER	STATUS
MTCI-1			
Indirectly Heated	United States of America	5,059,404	Issued 10/22/91
Thermochemical	Austria	ATE105.327T1	Issued 5/4/94
Reactor and	Brazil	9000675-5	Pending
Apparatus	Canada	1339018	Issued 3/25/97
(omnibus patent)	Denmark	DK/EPO383565	Issued 5/4/97
• •	EPO	EPO383565	Issued 5/4/97
	Finland	94462	Issued 9/11/95
	France	EPO383565	Issued 5/4/95
	Germany	P69008572.9-08	Issued 5/4/95
	Greece	3012801	Issued 5/4/95
	India	176028	Issued 12/23/95
	Italy	26121BE/94	Issued 5/4/95
	Japan	2.680.157	Issued 1/12/98
	Kazakhstan	5639	Issued 12/15/97
	Mexico	180256	Issued 11/29/95
	Netherlands	EPO383565	Issued 5/4/95
	Norway	178100	Issued 1/24/96
	Russia	2073064	Issued 9/18/97
•	: Spain	EPO383565	Issued 5/4/95
	Sweden	EPO383565	Issued 5/4/95
	Switzerland	EPO383565	Issued 5/4/95
	United Kingdom	EPO383565	Issued 5/4/95
	Ukraine	93003238	Pending

PATENT	COUNTRY	NUMBER	STATUS
MTC-1.Div.1 Indirectly Heated Thermochemical Reactor Apparatus and Method (Black Liquor)	EPO India Norway	93102400.4 735/DEL/93 95.1409	Pending Pending Pending
MTC-1.Div.1-FWC	United States of America	5,637,192	Issued 6/10/97
MTC-1.Div.2 (Steam Reformation)	United States of America India	5,306,481 736/DEL/93	Issued 4/26/94 Pending
MTC-1.Div.2cont. (General)	United States of America	5,536,488	Issued 7/16/96
MTC-1-Div.3	United States of America	6,149,765	11-21-00

atent	COUNTRY	NUMBER	STATUS
atent			
MTC-12			
 Pulsed Atmospheric	United States of America	5,133,297	Issued 7/28/92
Fluidized Bed	Australia	661692	Issued 11/21/95
Combustor Apparatus	Austria	EPO581869	Issued 9/27/95
and Process	Belgium	EPO581869	Issued 9/27/95
	Bulgaria	60725	Issued 2/13/97
	Canada	2,108,893	Issued 9/30/97
	Czech Republic	2,898,843	Issued 1/19/99
	Denmark .	EPO581869	Issued 9/27/95
	. EPO	EPO581869	Issued 9/27/95
	France	EPO581869	Issued 9/27/95
	Germany	P69205161.9	Issued 9/27/95
	Greece	EPO581869	Issued 9/27/95
	Hungary	P9302974	Pending
	India	P9302974	Pending '
	Italy	EPO581869	Issued 9/27/95
	Japan	04.511415/92	Pending *
	Mexico	183125	Issued 10/30/96
	Poland	NR169798	Issued 1/30/96
	Romania	9301417	Pending
	Russian Federation	2413111901/54	Issued 1/27/97
	South Korea	234782	Issued 9/18/99
	Spain	EPO581869	Issued 9/27/95
	Ukraine	93002336	Pending
	United Kingdom	EPO581869	Issued 9/27/95
MTC-12-CIP	United States of America	5,255,634	Issued 10/26/93

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atent	COUNTRY	NUMBER	STATUS
MTC-13	United States of America	5,211,704	Issued 5/18/93
Process and Apparatus for Heating Fluids Employing a Pulse Combustor		7	 
MTC-13-EPO	EPO Austria Belgium Denmark France Great Britain	93915114.8	Issued 12/8/99 (If all fees paid)
	Germany Greece Ircland		(If all fees paid)
	Italy		· (III all rees daid)

PATENT REEL: 013746 FRAME: 0791

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PATENT	COUNTRY	NUMBER	STATUS
MTC-14	USA Brazil	5,205,728 P19206767.0	Issued 4/27/93 Issued 11/25/97
Process and	Canada	2,122,829	Pending
Apparatus for	Czech Republic	283728	Issued 4/9/98
Utilizing a Pulse	Russian Federation	2126114	Issued 2/10/99
Combustor for Atomizing	EPO	92925167-6	Abandoned 8/31/94
Liquids and Slurries			
MTC-14-CIP	:		
T-Burner Atomizer	United States of America	5,366,371	Issued 11/22/94
	India Australia	705548	Pending
Process and	Ausu ana		D
Apparatus for Drying	Brazil	9611713	Pending Pending
Apparatus for Drying	Brazil Canada	2237593	Pending
Apparatus for Drying	Brazil Canada China	2237593 96199620.x	Pending Pending
Apparatus for Drying	Brazil Canada China Czech Republic	2237593 96199620.x PCT/US96/18193	Pending Pending Pending
Apparatus for Drying	Brazil Canada China Czech Republic EPO	2237593 96199620.x PCT/US96/18193 96940781.6	Pending Pending Pending Pending
Process and Apparatus for Drying and Heating	Brazil Canada China Czech Republic EPO Indonesia	2237593 96199620.x PCT/US96/18193 96940781.6 P-980679	Pending Pending Pending Pending Pending Pending
Apparatus for Drying	Brazil Canada China Czech Republic EPO Indonesia Japan	2237593 96199620.x PCT/US96/18193 96940781.6	Pending Pending Pending Pending Pending Pending Pending
Apparatus for Drying	Brazil Canada China Czech Republic EPO Indonesia Japan Mexico	2237593 96199620.x PCT/US96/18193 96940781.6 P-980679 519037/1997	Pending Pending Pending Pending Pending Pending
Apparatus for Drying	Brazil Canada China Czech Republic EPO Indonesia Japan Mexico New Zealand	2237593 96199620.x PCT/US96/18193 96940781.6 P-980679 519037/1997 983763	Pending Pending Pending Pending Pending Pending Pending Pending
Apparatus for Drying	Brazil Canada China Czech Republic EPO Indonesia Japan Mexico	2237593 96199620.x PCT/US96/18193 96940781.6 P-980679 519037/1997 983763 323739	Pending Pending Pending Pending Pending Pending Pending Pending Issued 3/19/99
Apparatus for Drying	Brazil Canada China Czech Republic EPO Indonesia Japan Mexico New Zealand Poland	2237593 96199620.x PCT/US96/18193 96940781.6 P-980679 519037/1997 983763 323739 P326607	Pending Pending Pending Pending Pending Pending Pending Pending Issued 3/19/99 Pending
Apparatus for Drying	Brazil Canada China Czech Republic EPO Indonesia Japan Mexico New Zealand Poland Russian Federation	2237593 96199620.x PCT/US96/18193 96940781.6 P-980679 519037/1997 983763 323739 P326607 PCT/US96/18193	Pending Pending Pending Pending Pending Pending Pending Issued 3/19/99 Pending Pending
Apparatus for Drying	Brazil Canada China Czech Republic EPO Indonesia Japan Mexico New Zealand Poland Russian Federation Slovenia	2237593 96199620.x PCT/US96/18193 96940781.6 P-980679 519037/1997 983763 323739 P326607 PCT/US96/18193 96940781.6	Pending Pending Pending Pending Pending Pending Pending Issued 3/19/99 Pending Pending Pending

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PATENT	COUNTRY	NUMBER	STATUS
MTC-28-P			
Waste Conversion Process Using a Two Stage Steam Reformer	United States of America		Abandoned
MTC-38-P	United States of America	60/149797	Pending
Thermoelectrical Process & Apparatus			
MTC-39-P	United States of America	60/149870	Pending
Pulse Combustor and Gas Turbine Combination			

PATENT REEL: 013746 FRAME: 0793

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# **EXHIBIT 2: STONECHEM LICENSED PATENTS**

PATENT	COUNTRY	NUMBER (Application, Serial and/or Patent)	STATUS
MTCI-1  Indirectly Heated Thermochemical Reactor and Apparatus (omnibus patent)	United States of America Canada	5,059,404 1339018	Issued 10-22-91 Issued 3-25-97
MTC-1-Div.1-FWC	United States of America	5,637,192	Issued 6-10-97
MTC-1-Div,2 (Steam Reformation)	United States of America	5,306,481	Issued 4-26-94
MTC-1-Div.2.cont (General)	United States of America	5,536,488	Issued 7-16-96
MTC-1-Div.3	United States of America	6,149,765	I1-21 <b>-</b> 00
MTCI-12  Pulsed Atmospheric Fluidized Bed Combustor Apparatus and Process	United States of America Canada	5,133,297 2,108,893	Issued 7-28-92 Issued 9-30-97

PATENT	COUNTRY	NUMBER (Application, Serial and/or Patent)	STATUS
MTC-12-CIP	United States of America	5,255,634	Issued 10-26-93
MTC-13  Process and Apparatus for Heating Fluids Employing a Pulse Combustor	United States of America	5,211,704	Issued 5-18-93
MTC-14  Process and Apparatus for Utilizing a Pulse Combustor for Atomizing Liquids and Slurries	U\$A Canada	5,205,728 2,122,829	Issued 4-27-93 Pending
MTC-14-CIP T-Burner Atomizer	United States of America	5,366,371	Issued 11-22-94
MTC-25 Process and Apparatus for Drying and Heating	United States of America	5,638,609	Issued 6-17-97
MTC-25-DIV	United States of America	5,638,609	6-17-97
MTC-28-P Waste Conversion Process Using a Two- Stage Steam Reformer	United States of America	003943	Pending

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