

12-17-2003

FEET

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To the Honorable Commissioner of Patents and Trademarks 102625047

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Tomah Products, Inc.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

Execution Date: December 8, 2003

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: \_\_\_\_\_

Street Address: 311 South Wacker Drive, Suite 6400

City: Chicago State: IL ZIP: 60606

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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 \_\_\_\_\_

A. Patent Application No.(s)

10/424,119

B. Patent No.(s)

- SEE THE ATTACHED -

Additional numbers attached? Yes ☒ No ☐

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca L. Ramstrom

Internal Address: Katten Muchin Zavis Rosenman

Street Address: 525 West Monroe Street

Suite 1600

City: Chicago State: IL ZIP: 60661

6. Total number of applications and patents involved:

13

7. Total fee (37 CFR 3.41) 520.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/17/2003 LMUELLER 00000013 10424119

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520.00 DP

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 the original document.

Rebecca L. Ramstrom

Name of Person

Signature

December 12, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

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

## 1. PATENTS

U.S. Patent No.	Date Issued	Related Foreign Patents	Country
1. 4,759,799	07/26/88	1,304,200	Canada
(2.) 6,221,822	04/24/01		
(3.) 6,191,099	02/20/01		
(4.) 5,224,990	07/06/93		
(5.) 6,146,427	11/14/00		
(6.) 5,362,314	11/08/94		
(7.) 5,981,458	11/09/99		
8. 5,391,325	02/21/95	2,172,148	Canada
(9.) 5,972,875	10/26/99		
(10.) 5,407,080	04/18/95		
11. 5,763,379	06/09/98	0897421	U.K.
12. 5,618,340	04/08/97	2,211,011	Canada
(13.) 5,730,791	03/24/98		
(14.) 5,622,554	04/22/97		
(15.) 5,719,118	02/17/98		
(16.) 6,169,064	01/02/01	213429	Mexico
(17.) 6,080,713	06/27/00		

## 2. PATENT APPLICATIONS

Patent Application Number	Filing Date	Country
1. 10/130,854	11/22/00	U.S.
2. 1927901		Australia
3. 2,393,157		Canada
4. 1246894		EPO
5. 20010540220T		Japan
(6.) 10/424,119	04/25/03	U.S.
7. 97923588.4		EPO
8. Number pending	Pursuant to EPO	Belgium
9. Number pending	Pursuant to EPO	Germany
10. 2,278,788		Canada
11. 2,301,146		Canada

## 3. PATENT LICENSES

Products co-owns International Patent Application 01-38464 (the "Application") (and the related U.S. and foreign patent applications listed as numbers 1 – 5 in the table directly above) with International Fuel Technology, Inc. ("IFT") pursuant to an Amended and Restated Agreement dated as of November 28, 2001. Each party has granted to the other

# PATENT SECURITY AGREEMENT

Dated: December 8, 2003

WHEREAS, TOMAH PRODUCTS, INC., a Wisconsin corporation ("Grantor"), owns the Patents, Patent registrations and Patent applications (as defined in the Security Agreement described below) listed on Schedule 1 annexed hereto, and is a party to the Patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as a Borrower and as funds administrator, has entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with TOMAH RESERVE, INC., a Delaware corporation, as a Borrower, ANTARES CAPITAL CORPORATION, as agent ("Agent") for the benefit Lenders and as a Lender, UNION BANK OF CALIFORNIA, N.A., as Documentation Agent and as a Lender, and all of the financial institutions from time to time parties thereto (collectively, the "Lenders") providing for extensions of credit and other financial accommodations to be made to Grantor and the other Borrowers thereunder by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Borrowers and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "Patents" (as such term is defined in the Security Agreement), Patent registrations, Patent applications and Patent licenses, together with the goodwill of the business symbolized by Grantor's Patents, and all products and proceeds thereof, to secure the payment of the "Obligations" (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 presently existing or hereafter created or acquired:

- (1) each Patent, Patent registration and Patent application, including, without limitation, the Patents, Patent registrations (together with any reissues, divisions, continuations, renewals, extensions or continuations in part thereof) and Patent applications referred to in Schedule 1 annexed hereto, and all of the inventions and improvements described and claimed in each Patent, Patent registration and Patent application together with all patentable inventions;
- (2) each Patent license, including, without limitation, each Patent license listed on Schedule 1 annexed hereto, to the extent permitted by such license; and

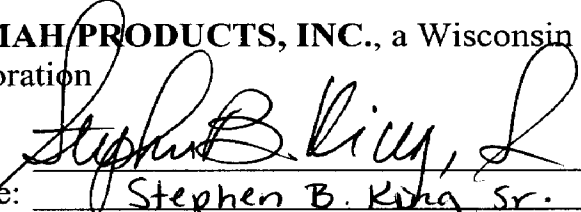
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or Patent registration, including, without limitation, the Patents and any Patent registrations referred to in Schedule 1 annexed hereto, and any Patent licensed under any Patent license listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first above written.

**TOMAH/PRODUCTS, INC.**, a Wisconsin corporation

By:   
Name: Stephen B. King Sr.  
Title: President and Chief Executive Officer

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

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

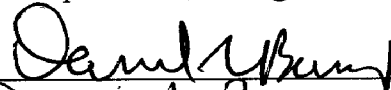
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**TOMAH PRODUCTS, INC.**, a Wisconsin corporation

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

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By:   
Name: Daniel F. Barry  
Title: Director

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	U.S. Patent No.	Date Issued	Related Foreign Patents	Country
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certain rights under the Amended and Restated Agreement, and Products has granted to IFT a royalty free, exclusive, worldwide license to make, have made, use, sell or offer for sale any products or methods covered by the Application. Products has also agreed that it will not grant, convey, license, alienate, sublicense or assign any rights to or under the Application without IFT's prior written approval.