

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		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): Platinum Research and Development, LLC, f/k/a Platinum Research Organization, LLC and Platinum Intellectual Properties, LLC 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: Platinum Research Organization, L.P. Internal Address: _____ Street Address: 2828 Routh Street, Suite 500 City: Dallas State: TX Zip: 75201 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 04/29/04					
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) 08/639,196; 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: David H. Hitt Internal Address: Hitt Gaines, P.C. Street Address: P.O. Box 832570 City: Richardson State: TX Zip: 75083			6. Total number of applications and patents involved: 12 7. Total fee (37 CFR 3.41).....\$ 480.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 08-2395		
DO NOT USE THIS SPACE					
9. Signature. Carol Garland Name of Person Signing Carol Garland Signature July 2, 2004 Date Total number of pages including cover sheet, attachments, and documents: 13					

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

CH \$480.00 082395 08639196

DOCKET NO. CROU-0008OPN

RECORDATION FORM COVER SHEET (cont'd)

Patent Application Nos.

Item No. 4 (cont'd)

2. PCT/US98/16013
3. 09/258,171
4. PCT/US00/04049
5. 09/648,360
6. 60/421,716
7. 10/662,992
8. PCT/US03/34069
9. 10/662,961
10. PCT/US03/33792
11. 60/511,290

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") executed this 29th day of April, 2004 but effective for all purposes as of March 31, 2004 (the "Effective Date"), is made by Platinum Research and Development, LLC, a Texas limited liability company (f/k/a Platinum Research Organization, LLC) and Platinum Intellectual Properties, LLC, a Texas limited liability company (collectively, "Assignors"), in favor of Platinum Research Organization, L.P., a Texas limited partnership and its assigns ("Assignee").

RECITALS:

A. Assignor and Assignee are parties to the Asset Purchase Agreement dated effective as of March 31, 2004 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell and have sold, and Assignee has agreed to purchase and has purchased, all of Assignors' right, title and interest in and to certain assets, including those United States patents identified and set forth in Schedule "A" attached to this Assignment (as more completely described and defined in the Purchase Agreement, the "Patents").

B. By this Agreement, Assignors have agreed to assign, sell, transfer and convey, and hereby assign, sell, transfer and convey, all of Assignors' collective right, title and interest in and to the Patents.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, Assignors jointly and severally, covenant and agree with Assignor as follows:

1. Assignors have, pursuant to this Assignment, ASSIGNED, SOLD, TRANSFERRED, CONVEYED, ENDORSED AND DELIVERED, and hereby irrevocably ASSIGN, SELL, TRANSFER, CONVEY, ENDORSE AND DELIVER to Assignee, all of Assignors' collective right, title and interest in and to the Patents, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Each Assignor jointly and severally represents and warrants that: (i) Assignors collectively are the true and lawful sole owners of the Patents in the jurisdictions where registered immediately prior to the transfer occurring pursuant to this Assignment, (ii) Assignors have not assigned, sold, transferred or conveyed the Patents in whole or in part or any rights or interests therein to any entity or person other than to Assignee pursuant to this Assignment, (iii) Assignors have the full power and authority to enter into and perform this Assignment and to assign, sell, transfer and convey the Patents and the rights and interests evidenced thereby to Assignee pursuant to this Assignment, (iv) the Patents and the rights and interests evidenced thereby have not been pledged as security on the account of either Assignor or any other person

or entity, and are free from all liens, pledges, security interests, and encumbrances of any nature, except for the security interest in favor of Assignee created pursuant to (i) those certain two separate Security Agreements dated May 17, 1999 between each Assignor as the debtor and Assignee as the lender, and that certain Security Agreement between Platinum Intellectual Properties, LLC, as debtor, and Assignee as lender dated on or about April 28, 2004 (the "Security Agreements"), and (v) there are no adverse claims or offsets of any person or entity against the Patents, and Assignors have no knowledge that any person or entity may have any such adverse claim or offset.

3. Each Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority (including foreign authorities) to record Assignee as owner of the Patents.

4. Assignors shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with (i) the implementation or perfection of this Assignment in the United States or in any state thereof or in any foreign jurisdiction, (ii) the preparation and prosecution of any application for registration or any application for renewal of registration for any of the Patents, (iii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the Patents assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment, (iv) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Patents assigned herein and this Assignment, and (v) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

5. This Assignment shall be binding upon Assignors and their respective successors and assigns, and shall inure to the benefit of Assignee and Assignee's successors and assigns. This Assignment may be amended or modified only by a written instrument executed by Assignors and Assignee. Neither party will assign this Assignment, by operation of law or otherwise, unless the assignee agrees in writing to assume the assigning party's obligations hereunder.

6. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable, this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there will be added automatically as a part of this Assignment, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

7. This Assignment shall be governed by Texas law, without regard to its conflict of law provisions. Venue shall be exclusively in the state and federal courts of Dallas County,

Texas, and each Assignor waives any rights to have any matter concerning this Assignment heard in the courts of any other jurisdiction.

8. If either Assignor breaches this Assignment or if it becomes necessary for Assignee to institute legal proceedings against either Assignor, and Assignee employs an attorney to enforce this Assignment, obtain injunctive relief or collect damages against either Assignor, Assignors will pay to Assignee all reasonable attorney's fees, court costs and expenses.

9. **EACH ASSIGNOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH IT MAY BE A PARTY ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, THIS ASSIGNMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH ASSIGNOR, AND EACH ASSIGNOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.**

10. **THIS ASSIGNMENT AND THE DOCUMENTS REFERRED TO IN THIS ASSIGNMENT CONTAIN THE ENTIRE UNDERSTANDING OF THE PARTIES TO THIS ASSIGNMENT IN RESPECT OF THE SUBJECT MATTER CONTAINED IN THIS ASSIGNMENT. THIS ASSIGNMENT SUPERSEDES ANY PRIOR AGREEMENTS AND UNDERSTANDINGS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS ASSIGNMENT AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF ASSIGNORS AND ASSIGNEE. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

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IN WITNESS WHEREOF, this Assignment has been duly executed as of the notary dates set forth below, to be effective for all purposes as of the Effective Date.

ASSIGNORS:

**PLATINUM RESEARCH AND DEVELOPMENT,
LLC (f/k/a Platinum Research Organization, LLC),
a Texas limited liability company**

By: Omniferous Engineering Company
Its: Manager

By: 

Name: F. Conrad Greer
Its: Managing Director

By: The Fairmount Company
Its: Manager

By: 

Name: John T. ("Corky") Jaeger, Jr.
Its: Managing Director

**PLATINUM INTELLECTUAL PROPERTIES, LLC,
a Texas limited liability company**

By: Omniferous Engineering Company
Its: Manager

By: 

Name: F. Conrad Greer
Its: President

By: The Fairmount Company
Its: Manager

By: 

Name: John T. ("Corky") Jaeger, Jr.
Its: President

ASSIGNEE:

PLATINUM RESEARCH ORGANIZATION, L.P.
a Texas limited partnership

By: Platinum IP Management, Inc.
Its: General Partner

By: 
Name: David P. Owen
Its: President

UNITED STATES

Mark/Our File No.	App. No./ Reg. No.	App. Date/ Reg. Date	Class(es)	Goods/Services	Status
PLATINUM RESEARCH ORGANIZATION LLC K001US-09906208	75/838,447	11/02/1999	1, 2, 4	Catalytic lubricant additives used in the manufacture of industrial and all purpose lubricants (Class 1); Coating for the alteration of surface composition of metals, plastics, fabrics and woods through catalytically supported chemical reactions which produce functionally improved surface performance for industrial, commercial and domestic use (Class 2); All purpose lubricants and motor oil (Class 4)	07/10/2004 Statement of Use Due.
PROMOLECULE LOGO K002US-09906209	75/838,446	11/02/1999	1, 2, 4	Lubricant additives (Class 1); Coatings in the nature of bonding agents (Class 2); All purpose lubricants and motor oil (Class 3)	8/24/2000 Abandoned per applicant's request

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TECHROBOND K003US- 09906210	75/838,445	11/02/1999	1, 2, 4	Catalytic lubricant additives used in the manufacture of industrial and all purpose lubricants (Class 1); Coating for the alteration of surface composition of metals, plastics, fabrics and woods through catalytically supported chemical reactions which produce functionally improved surface performance for industrial, commercial and domestic use (Class 2); All purpose lubricants and motor oil (Class 4)	09/02/2003 Abandoned per client's request.
CANADA					
TECHROBOND K003CA- 10016033	1,056,829	04/27/2000	N/A	All purpose lubricants and motor oil	07/23/2004 Declaration of Use Due.
EUROPE					

TECHROBOND K003EU- 10016034	1631001 1631001	04/27/2000 06/07/2002	1, 2, 4	Catalytic lubricant additives used in the manufacture of industrial and all purpose lubricants (Class 1); Coating for the alteration of surface composition of metals, plastics, fabrics and woods through catalytically supported chemical reactions which produce functionally improved surface performance for industrial, commercial and domestic use (Class 2); All purpose lubricants and motor oil (Class 4)	06/07/2002 Registered. 04/27/2010 Renewal Due.
MEXICO					
TECHROBOND K003MX- 10016035	423,124 679,956	04/28/2000 11/30/2000	1	Lubricant additives	11/30/2002 Registered 04/28/2010 Renewal Due
TECHROBOND K004MX- 10016731	423,126 679,957	04/28/2002 11/30/2000	2	Coatings in the nature of bonding agents	11/30/2002 Registered 04/28/2010 Renewal Due
TECHROBOND K005MX- 10016732	423,126 679,958	04/28/2000 11/30/2000	4	All purpose lubricants and motor oil	11/30/2000 Registered 04/28/2010 Renewal Due

Platinum Research Organization Patent Files

	Title	Inventors	Filing Date	Application No.	Issue Date	Patent No.
P001US	CATALYZED LUBRICANT ADDITIVES AND CATALYZED LUBRICANT SYSTEMS DESIGNED TO ACCELERATE THE LUBRICANT BONDING REACTION	F. Conrad Greer	04/26/1996	08/639,196	03/02/1999	5,877,128
P001WO	CATALYZED LUBRICANT ADDITIVES AND CATALYZED LUBRICANT SYSTEMS DESIGNED TO ACCELERATE THE LUBRICANT BONDING REACTION	F. Conrad Greer	04/27/1998	PCT/US98/16013		
P001EP	CATALYZED LUBRICANT ADDITIVES AND CATALYZED LUBRICANT SYSTEMS DESIGNED TO ACCELERATE THE LUBRICANT BONDING REACTION	F. Conrad Greer	07/31/1998	98938236.1		
P001HK	CATALYZED LUBRICANT ADDITIVES AND CATALYZED LUBRICANT SYSTEMS DESIGNED TO ACCELERATE THE LUBRICANT BONDING REACTION	F. Conrad Greer	02/08/2002	02101014.8		
P001JP	CATALYZED LUBRICANT ADDITIVES AND CATALYZED LUBRICANT SYSTEMS DESIGNED TO ACCELERATE THE LUBRICANT BONDING REACTION	F. Conrad Greer	07/31/1998	2000-562,458		
P001MX	CATALYZED LUBRICANT ADDITIVES AND CATALYZED LUBRICANT SYSTEMS DESIGNED TO ACCELERATE THE LUBRICANT BONDING REACTION	F. Conrad Greer	07/31/1998	001136		

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	Title	Inventors	Filing Date	Application No.	Issue Date	Patent No
P001CA	CATALYZED LUBRICANT ADDITIVES AND CATALYZED LUBRICANT SYSTEMS DESIGNED TO ACCELERATE THE LUBRICANT BONDING REACTION	F. Conrad Greer	07/31/1998	2,338,590		
P001CPI	CATALYZED SURFACE COATING COMPOSITIONS AND METHODS	F. Conrad Greer	02/25/1999	09/258,171	07/10/2001	6,258,758
P001CPIWO	CATALYZED SURFACE COATING COMPOSITIONS AND METHODS	F. Conrad Greer	02/16/2000	PCT/US00/04049		
P001CPICA	CATALYZED SURFACE COATING COMPOSITIONS AND METHODS	F. Conrad Greer	02/16/2000	2,362,938		
P001CPIEP	CATALYZED SURFACE COATING COMPOSITIONS AND METHODS	F. Conrad Greer	02/16/2000	00910212.0		
P001CPIHK	CATALYZED SURFACE COATING COMPOSITIONS AND METHODS	F. Conrad Greer	06/18/2002	02104521.8		
P001CPIJP	CATALYZED SURFACE COATING COMPOSITIONS AND METHODS	F. Conrad Greer	02/16/2000	2000-601,109		
P001CPLMX	CATALYZED SURFACE COATING COMPOSITIONS AND METHODS	F. Conrad Greer	08/24/2001	008574		
P001CPIDI	CATALYZED COMPOSITIONS AND METHODS FOR USE IN VEHICLE SURFACE ANTI-ICING AND OTHER APPLICATIONS	F. Conrad Greer	08/25/2000	09/648,360	03/26/2002	6,362,135

	Title	Inventors	Filing Date	Application No.	Issue Date	Patent No
V002.0	PROCESS FOR MANUFACTURING A FERRIC FLUORIDE (FEF3) CATALYST	F. Conrad Greer Ronald L. Elsenbaumer	10/28/2002	60/421,716		
P004US	PROCESS FOR THE PRODUCTION OF METAL FLUORIDE MATERIALS	F. Conrad Greer	09/15/2003	10/662,992		
P004WO	PROCESS FOR THE PRODUCTION OF METAL FLUORIDE MATERIALS	F. Conrad Greer	10/27/2003	PCT/US03/34069		
P005US	METHOD FOR PRODUCING METAL FLUORIDE MATERIALS	F. Conrad Greer	09/15/2003	10/662,961		
P005WO	METHOD FOR PRODUCING METAL FLUORIDE MATERIALS	F. Conrad Greer	10/27/2003	PCT/US03/33792		
V006.0	ENGINE OIL ADDITIVE	Harold Shaub MD Zahedul Huq	10/15/2003	60/511,290		