

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	Notice of Patent and Trademark Security Interest				
CONVEYING PARTY DATA					
<table border="1" style="width: 100%;"> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> <tr> <td>Applied Utility Systems, Inc.</td> <td>06/27/2008</td> </tr> </table>	Name	Execution Date	Applied Utility Systems, Inc.	06/27/2008	
Name	Execution Date				
Applied Utility Systems, Inc.	06/27/2008				
RECEIVING PARTY DATA					
Name:	Fifth Third Bank				
Street Address:	20 Bay Street				
Internal Address:	12th Floor				
City:	Toronto				
State/Country:	CANADA				
Postal Code:	M51 2NB				
PROPERTY NUMBERS Total: 1					
<table border="1" style="width: 100%;"> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> <tr> <td>Patent Number:</td> <td>5510092</td> </tr> </table>	Property Type	Number	Patent Number:	5510092	
Property Type	Number				
Patent Number:	5510092				
CORRESPONDENCE DATA					
Fax Number:	(415)276-7010				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	415-268-6219				
Email:	shawnkim@mofo.com				
Correspondent Name:	Shawn Kim				
Address Line 1:	Morrison & Foerster LLP				
Address Line 2:	425 Market Street				
Address Line 4:	San Francisco, CALIFORNIA 94105				
NAME OF SUBMITTER:	Shawn Kim				
<p>Total Attachments: 6</p> <p>source=Applied Utility and Fifth Third BankNotice of Patent Trademark Security Interest#page1.tif</p> <p>source=Applied Utility and Fifth Third BankNotice of Patent Trademark Security Interest#page2.tif</p> <p>source=Applied Utility and Fifth Third BankNotice of Patent Trademark Security Interest#page3.tif</p> <p>source=Applied Utility and Fifth Third BankNotice of Patent Trademark Security Interest#page4.tif</p>					

CH \$40.00 5510092

PATENT

500607262

REEL: 021311 FRAME: 0709

NOTICE OF PATENT AND TRADEMARK SECURITY INTEREST

This NOTICE OF PATENT AND TRADEMARK SECURITY INTEREST (the "Agreement"), dated as of June 27, 2008, is entered into between Applied Utility Systems, Inc., a California corporation (the "Grantor"), and Fifth Third Bank (acting through its Canada Branch), an authorized foreign bank under the *Bank Act*, as lender under the Loan Agreement referred to below (the "Lender").

RECITALS

WHEREAS, Catalytic Solutions, Inc., a California corporation ("CSI"), Engine Control Systems Limited, a New Brunswick corporation and wholly-owned subsidiary of CSI, Engine Control Systems Europe AB, a Sweden corporation and wholly-owned subsidiary of CSI, as borrowers (in such capacity, "Borrowers") and the Lender, are parties to a Second Amended and Restated Loan Agreement, dated as of June 27, 2008 (as amended, modified, renewed or extended from time to time, the "Loan Agreement"), with ECS Holdings, Inc., a Delaware corporation, Engine Control Systems Ltd., a Nevada corporation, Unikat Acquisition Co. AB, a Swedish corporation, Applied Utility Systems, Inc., a California corporation, Catalytic Solutions Holdings, Inc., a Delaware corporation, Catalytic Solutions International, a Cayman Islands corporation, and Catalytic Solutions South Africa (Proprietary) Limited, a South Africa corporation, each as a guarantor;

WHEREAS, pursuant to the Loan Agreement, the Lender has agreed to make extensions of credit to Borrowers;

WHEREAS, the Grantor is a subsidiary of CSI and as such will derive substantial direct and indirect benefits from the extension of credit to the Borrowers (which benefits are hereby acknowledged by the Grantor);

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into a Security Agreement, dated as of June 27, 2008 in favour of the Lender (the "Security Agreement") and all capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them in the Security Agreement;

AND WHEREAS, pursuant to the Security Agreement, the Grantor, as security for the payment or performance, as the case may be, of all Secured Obligations, has granted to Lender a security interest in Grantor's entire right, title, and interest in and to its Intellectual Property, including Patents and Trademarks;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Patents and Trademarks granted by the Grantor in the ordinary course of its business (if any), pursuant to the Security Agreement it has granted to the

Lender a security interest in all of the Patents and Trademarks of the Grantor, including without limitation those listed on Schedule I hereto, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. The Grantor does hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

[signatures to follow]

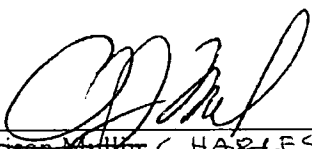
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FIFTH THIRD BANK (acting through its
Canada branch)

APPLIED UTILITY SYSTEMS, INC.

By: _____
Jeremiah A. Hynes
Vice President & Principal Officer

By: _____
Name:
Title:

By:  _____
Harrison Muller CHARLES MULLER
Vice President

Notice of Security Interest in IP - AUS

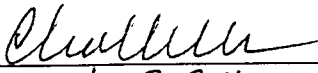
PATENT
REEL: 021311 FRAME: 0713

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FIFTH THIRD BANK (acting through its
Canada branch)

APPLIED UTILITY SYSTEMS, INC.

By: _____
Jeremiah A. Hynes
Vice President & Principal Officer

By: 
Name: Charles F. Call
Title: President and Director

By: _____
Harrison Mullin
Vice President

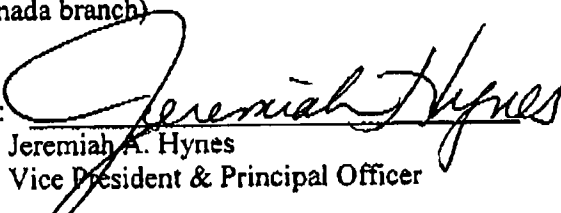
Notice of Security Interest in IP - AUS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FIFTH THIRD BANK (acting through its
Canada branch)

APPLIED UTILITY SYSTEMS, INC.

By:


Jeremiah A. Hynes
Vice President & Principal Officer

By: _____

Name: _____

Title: _____

By: _____

Harrison Mullin
Vice President

Notice of Security Interest in IP - AUS

Schedule I

TRADEMARKS

No Trademarks.

PATENTS

United States Patents:

Patent Registration Number	Description	Filing Date	Issue Date
5510092	Integrated Catalytic/Non-Catalytic Process for Selective Reduction of Nitrous Oxides	November 1, 1994	April 23, 1996

Canadian Patents:

Patent Registration Number	Description	Filing Date	Issue Date
2174477	Integrated Catalytic/Non-Catalytic Process for Selective Reduction of Nitrous Oxides	April 18, 1994	April 17, 2007

3692249.1

Notice of Security Interest in IP - AUS

PATENT

RECORDED: 07/30/2008

REEL: 021311 FRAME: 0716