

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination of Consent, Agreement, and Waiver

CONVEYING PARTY DATA

Name	Execution Date
ConocoPhillips Company	03/10/2008
Auto-Gas Systems, Inc.	03/07/2008

RECEIVING PARTY DATA

Name:	G. Randy Nicholson
Street Address:	P.O. Box 89
City:	Abilene
State/Country:	TEXAS
Postal Code:	79604

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6332128
Application Number:	09759023
Patent Number:	6732081
Patent Number:	6778967
Application Number:	09773062
Patent Number:	6725106
Patent Number:	6801835
Patent Number:	6321984
Application Number:	09746392

CORRESPONDENCE DATA

Fax Number: (972)583-7864

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 972-583-1572

Email: smith.patents@sbcglobal.net

Correspondent Name: Steven W. Smith

PATENT

500626743

REEL: 021411 FRAME: 0767

OP \$360.00 6332128

Address Line 1:	7237 Birchwood Drive
Address Line 4:	Dallas, TEXAS 75240

ATTORNEY DOCKET NUMBER:	1159-0000
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NAME OF SUBMITTER:	Steven W. Smith
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<p>Total Attachments: 5</p> <p>source=Termination of Consent Agreement#page1.tif</p> <p>source=Termination of Consent Agreement#page2.tif</p> <p>source=Termination of Consent Agreement#page3.tif</p> <p>source=Termination of Consent Agreement#page4.tif</p> <p>source=Termination of Consent Agreement#page5.tif</p>
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**ACKNOWLEDGMENT OF TERMINATION
OF CONSENT AND RELEASE OF SECURITY INTEREST**

This ACKNOWLEDGMENT OF TERMINATION OF CONSENT AND RELEASE OF SECURITY INTEREST, dated as of March 10, 2008, is made by and among Auto-Gas Systems, Inc., a Delaware corporation ("**AutoGas**"), ConocoPhillips Company, a Delaware corporation ("**ConocoPhillips**"), and G. Randy Nicholson, an individual.

WHEREAS, G. Randy Nicholson previously held a security interest (the "**Security Interest**") in certain collateral owned by AutoGas pursuant to an Intellectual Property Security Agreement, dated as of February 1, 2002 (the "**IP Security Agreement**"), said collateral including the patent documents listed in **Exhibit A**;

WHEREAS, G. Randy Nicholson executed a letter, dated as of June 4, 2003 (the "**Consent**"), in which he consented to certain transactions between AutoGas and ConocoPhillips that, in the absence of such consent, would have violated the terms of the IP Security Agreement, and granted certain rights to AutoGas and ConocoPhillips relating to the Security Interest;

WHEREAS, the Consent was recorded in the Assignment Branch of the U.S. Patent and Trademark Office (the "**USPTO**") on July 16, 2003 at reel 014277, frame 0334;

WHEREAS, G. Randy Nicholson has released the Security Interest; and

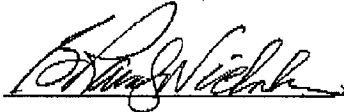
WHEREAS, AutoGas and ConocoPhillips have agreed to terminate the Technology Agreement referenced in said Consent and a termination of such Consent, and all parties desire to record an acknowledgment of termination of the Consent and a release of the Security Interest in the Assignment Branch of the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, (i) each of AutoGas and ConocoPhillips hereby acknowledges the termination of the Consent of G. Randy Nicholson, and (ii) G. Randy Nicholson hereby acknowledges that his Security Interest in and to the collateral referenced in Exhibit A to the Consent and Exhibit A hereto has been released.

[Signature pages follow]

IN TESTIMONY WHEREOF, this Acknowledgment has been executed by a duly authorized representative of Auto-Gas Systems, Inc. as of the date first above written.

AUTO-GAS SYSTEMS, INC.

By: 

Name: G. Randy Nicholson

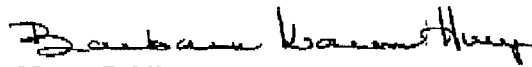
Title: President

ACKNOWLEDGMENT

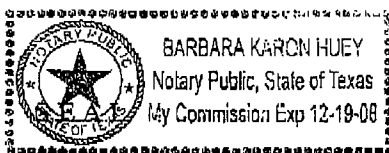
STATE OF TEXAS)
)
COUNTY OF Taylor)

BEFORE ME, the undersigned authority, on this day personally appeared G. Randy Nicholson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 7th day of March, 2008.



Notary Public

My Commission Expires: 12-14-08



IN TESTIMONY WHEREOF, this Acknowledgment has been executed by a duly authorized representative of ConocoPhillips Company as of the date first above written.

CONOCOPHILLIPS COMPANY

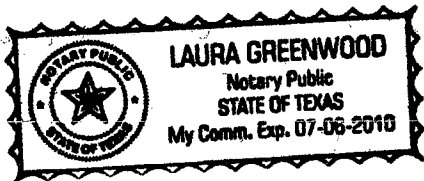
By:  *OK WJHMC*
Name: C. Clayton Reasor
President, U.S. Marketing
Title: _____

ACKNOWLEDGMENT


STATE OF TEXAS)
COUNTY OF Harris)

BEFORE ME, the undersigned authority, on this day personally appeared C. C. Reasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.


GIVEN under my hand and seal of office this 10th day of March, 2008.



SEAL

Notary Public 
My Commission Expires: 7-6-10

IN TESTIMONY WHEREOF, this Acknowledgment has been executed by the undersigned as of the date first above written.

By: 
Name: G. Randy Nicholson

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF Taylor)

BEFORE ME, the undersigned authority, on this day personally appeared G. Randy Nicholson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 7th day of March, 2008.



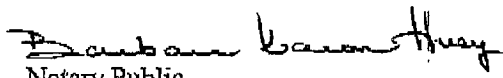

Notary Public
My Commission Expires: 12-19-08

EXHIBIT A

Patent Documents Subject to Consent, Agreement, and Waiver Letter dated June 4, 2003

U.S. Patent No. 6,332,128

U.S. Patent Application No. 09/759,023

U.S. Patent Application No. 09/991,815

U.S. Patent Application No. 09/412,415

U.S. Patent Application No. 09/773,062

U.S. Patent Application No. 09/796,664

U.S. Patent Application No. 10/138,456

U.S. Patent Application No. 09/255,472

U.S. Patent Application No. 09/746,392