

09-23-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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103526142

To the Director of the U.S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Hydrogen Technology Applications, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 7, 2008

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Michael Manners

Internal Address: _____

Street Address: 17510 Red Oak Drive - Suite 100

City: Houston

State: Texas

Country: USA

Zip: 77090

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/760,336; 11/274,736; 11/274,813

B. Patent No.(s)

6,689,259; 6,866,756; 7,191,737

Additional numbers attached? ☒ Yes ☐ No

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

Name: Ben D. Tobor

Internal Address: Greenberg Traurig LLP

Street Address: 1000 Louisiana Street - Suite 1800

City: Houston

State: Texas Zip: 77002

Phone Number: (713) 374-3568

Fax Number: (713) 754-7568

Email Address: toborb@gtlaw.com

6. Total number of applications and patents involved: 18

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 720.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Please charge all necessary payments, and credit all overpayments, to the Deposit Acct.

Deposit Account Number 50-2638 (114993)

Authorized User Name Ben D. Tobor

9. Signature:

Signature

Ben D. Tobor

Name of Person Signing

09/22/2008 09:21:00 September 17, 2008 18764336

01 FC:0021 720.00.00
Total number of pages including cover sheet, attachments, and documents:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

**Addendum to List of Patents and Patent Applications for
Recordation Cover Sheet Dated September __, 2008**

**Conveyance of Security Interest from
Hydrogen Technology Applications, Inc. to Michael Manners**

List of Patents and Patent Applications (continued from cover sheet)

PCT/US04/12498

10/858,985

PCT/US2004/18894

11/112,541

PCT/US2006/000804

11/502,040

PCT/US2007/017630

60/957,247

61/023,145

10/065,111

10/277,841

11/037,700

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as amended, restated, or supplemented at any time or from time to time, this "**Agreement**"), dated as of March 7 2008, by **Hydrogen Technology Applications, Inc.**, a Florida corporation (the "**Borrower**" and "**Grantor**"), in favor of **Michael Manners**, an individual (the "**Lender**"), who are parties to the Loan Agreement, dated as of the date hereof, by and among the Borrower and the Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "**Loan Agreement**").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Lender has agreed to establish a multiple advance non-revolving line of credit for the Borrower, which is further evidenced by the Note (as defined in the Loan Agreement); and

WHEREAS, it is a condition precedent to the obligations of the Lender under the Loan Agreement that the Grantors enter into this Agreement to secure all obligations of the Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Initially capitalized terms defined in the Loan Agreement and not otherwise defined herein, when used in this Agreement shall have the respective meanings provided for in the Loan Agreement. The following additional terms, when used in this Agreement, shall have the following meanings:

"Chattel Paper" shall mean all "chattel paper" (as defined in the UCC) owned or acquired by any Grantor or in which any Grantor has or acquires any rights.

"Collateral" shall mean, collectively, all of the following:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all Software;

EXHIBIT "A"
TO SECURITY AGREEMENT

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of March 7, 2008, is made between **Hydrogen Technology Applications, Inc.**, a Florida corporation (the "**Grantor**"), and **Michael Manners**, an individual (the "**Lender**") from time to time party to the Loan Agreement, dated as of March 7, 2008, by and among Grantor and the Lender (as amended, restated, supplemented, or otherwise modified from time to time, the "**Loan Agreement**").

WITNESSETH:

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Security Agreement, dated as of March 7, 2008 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to Section 4(b) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor ~~does hereby mortgage, pledge and hypothecate~~ to the Lender, and grant to the Lender a security interest in all of the following property (the "**Patent Collateral**"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule I attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule I attached hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Patent Collateral with the

United States Patent and Trademark Office and corresponding offices in other countries of the world (subject to Sections 2 and 4(d) of the Security Agreement), . The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under 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 subject to Section 4 hereof.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Patent Collateral in accordance with the Loan Agreement or (ii) the Termination Date, the Lender shall promptly upon the Grantor's request and contemporaneously with any refinancing of the Obligations, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby 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.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Hydrogen Technology Applications, Inc.,
a Florida corporation

By: 
Name: Peter Dominici
Title: Chief Financial Officer

Michael Manners

HTA Patent Portfolio Details As of March 7, 2008

SCHEDULE I TO PATENT SECURITY AGREEMENT

ITEM A. PATENTS

DOCKET	APP. NO.	FILED	TITLE	PATENT/ NO.	GRANT DATE	RELATED APP.	Status
3780.001	10/065,111	09/18/02	Mixed Gas Generator Apparatus & Method For The Conversion Of Water Into A New Gaseous and Combustible Form And The Combustible Gas Formed Thereby	6,689,269	2/10/2004		Awarded
3780.002	10/760,336	01/20/04					Restricted Electrolyze Abandoned Claims; to
3780.002A	11/274,736	11/15/05	Apparatus & Method For The Conversion Of Water Into A New Gaseous and Combustible Form And The Combustible Gas Formed Thereby			DIV. of 10/760,336	Restricted to Gas Claims.
3780.002B	11/274,813	11/15/05	Apparatus & Method For The Conversion Of Water Into A New Gaseous and Combustible Form And The Combustible Gas Formed Thereby			DIV. of 10/760,336	Restricted Electrolyzer Method Claims.
3780.002CIP	??	??	Apparatus and method for the conversion of water into a clean burning combustible gas for use as an additive with other forms of fuels				

DOCKET	APP. NO.	FILED	TITLE	PATENT NO.	GRANT DATE	RELATED APP.	Status
3780.002PCT	PCT/US04/12498	04/21/04	Apparatus & Method For The Conversion Of Water Into A New Gaseous and Combustible Form And The Combustible Gas Formed Thereby			10/760,336	Ph II Completed
3780.003	10/277,841	10/22/02	Hydrogen Generator For Uses In a Vehicle Fuel System	6,866,756	3/15/2005		Awarded
3780.003	11/037,700	01/18/05	Hydrogen Generator For Uses in a Vehicle Fuel System	7,191,737	3/20/2007	DIV. of 6,866,756	Awarded
3780.006	10/858,985	06/02/04	Electrolytic Solution For Promoting Electrolysis Of Water				Abandoned
3780.006PCT	PCT/US2004/18894	06/15/04	Electrolytic Solution For Promoting Electrolysis Of Water			10/858,985	Abandoned
3780.007	11/112,541	04/22/05	Anti-Rust Treatment Using Klein™ Gas Flame				Several office actions have been issued by USPTO with which HTA has responded
3780.007PCT	PCT/US2006/000804	01/11/06	Anti-Rust Treatment Using Klein™ Gas Flame			11/112,541	Abandoned
3780.008	11/502,040	08/10/06	Thermal Spray Coating Processes Using HHO Gas Generated From An Electrolyzer Generator				Preliminary amendment to claims filed
3780.008PCT	PCT/US2007/017630	08/08/07	Thermal Spray Coating Processes Using HHO Gas Generated From An Electrolyzer Generator			11/502,040	ISR completed HTA responded to ISR Article 19 claims amendment filed

DOCKET	APP. NO.	FILED	TITLE	PATENT NO.	GRANT DATE	RELATED APP.	Status
3780.009	PCT/RO2007/000013	07/28/07	Method Of Using Lean Fuel-Air Mixtures At All Operating Regimes Of A Spark Ignition Engine				Notice of issuance in RO
3780.010	PCT/RO2007/000012	07/28/07	Process For Soldering By Flame Of Metallic And Non-Metallic Materials				
3780.011	PCT/RO2007/000014	07/26/07	Thermal Cutting Method For Metallic And Non-Metallic Materials				Withdrawn
3780.012	60/957 247	08/22/07	Energy Saving Burner System Using High Temperature Substrates And A Hydrogen-Rich Gas				Full application to be drafted
3780.013	PCT/RO2007/000015	07/26/07	Procedure of obtaining automotive fuels and the modified fuels obtained by means of this procedure				Promising ISR Written Opinion
3780.014	61/023,145	01/24/08	Method to enhance and improve solid carbonaceous fuel combustion systems using a hydrogen-rich gas				Full application to be drafted

ISR – International Search Report – International Search Authority searches all prior art related to patent to ensure it is novel

HTA Patent Portfolio Details
As of March 7, 2008

SCHEDULE I
TO PATENT SECURITY AGREEMENT

ITEM B. PATENT LICENSES

1. Country or Territory: Romania
Licensor: Hydrogen Technology Applications, Inc. ("HTA")
Licensee: Rokura Aplicatii Industriale, SRL and ITD International Trading & Industry GmbH,
Execution Date: April 7, 2004
Expiration Date: Longer of 25 years or expiration date of last patent rights granted
Subject Matter: Field of Use means the materials processing industries (use of Licensed Technology to perform melting, casting, cutting, welding, soldering, brazing and other forms of heat-based processing and joining techniques, anti-corrosion, and thermal treatments, thermal spraying and coating for ferrous, non-ferrous, composite and other materials and substrates). It includes all those applications for energy generating purpose, related to industrial and residential use, which do not fall under the scope of Optioned Technology.
Current Status: All terms and conditions superceded by Item 2. below

2. Country or Territory: Europe and Israel
Licensor: Hydrogen Technology Applications, Inc. ("HTA")
Licensee: Rokura Aplicatii Industriale, SRL and ITD International Trading & Industry GmbH,
Execution Date: February 15, 2005
Expiration Date: Longer of 25 years or expiration date of last patent rights granted
Subject Matter: Field of Use means:

- a. The materials processing Industries: use of Licensed Technology to perform melting, casting, cutting, welding, soldering, brazing and other forms of heat based processing and joining techniques, thermal treatments, thermal spraying and coating for ferrous, non-ferrous, composite and other materials and substrates.
- b. Anti-corrosion or similar materials protection treatments with direct or combined HHO gas action.
- c. Energy (thermal and electrical) generating applications including all specific hardware (burners, injectors, engines, auxiliaries, etc.) for industrial, residential and transportation use, utilizing HHO gas as sole combustible source or in combinations with any other existing fuels.
- d. Applications related to technologies and processes in the chemical and petrochemical industries, where Licensed Technology proves economically viable.
- e. Applications related to technologies and processes in synthesis chemistry, pharmaceuticals, bio-engineering and nanotechnology, where Licensed Technology proves economically viable.
- f. Any other application using HHO gas as primary or complementary operational agent.

Current Status:

Deemed "In force" by HTA

PATENT

RECORDED: 09/22/2008

REEL: 021570 FRAME: 0213