

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
CUMMINS WEST, INC.	11/05/2008
CLEAIRE ADVANCED EMISSION CONTROLS, LLC	11/05/2008
RECEIVING PARTY DATA	
Name:	WELLS FARGO FOOTHILL, LLC
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6814303
Patent Number:	6996976
Patent Number:	7371266
Patent Number:	7025811
Patent Number:	7117079
Application Number:	60946793
CORRESPONDENCE DATA	
Fax Number:	(213)627-0705
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	213.683.5698
Email:	minettetayco@paulhastings.com
Correspondent Name:	Minette M. Tayco
Address Line 1:	515 S. Flower St., 25th Floor
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	45035.00325 (WFF/CUMMINS)

CH \$240.00 6814303

PATENT

500696250

REEL: 021785 FRAME: 0601

NAME OF SUBMITTER:

Minette M. Tayco

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made this 5th day of November, 2008, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, in its capacity as administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 5, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **CUMMENS WEST, INC.**, a California corporation ("Parent"), **CLEAIRE ADVANCED EMISSION CONTROLS, LLC**, a Delaware limited liability company ("Cleaire"; together with Parent, referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of November 5, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first (subject only to Permitted Liens) priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, divisionals, reexaminations, or extensions, and improvements, of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Intellectual Property License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Patent Collateral" shall not include: any rights or interest in any contract, lease, permit, license, charter or

license agreement covering personal property of any Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, (1) the foregoing exclusions of this sentence shall in no way be construed (A) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (B) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition and (2) the foregoing exclusions of this sentence shall in no way be construed to limit, impair, or otherwise affect the Lender Group's continuing security interests in and liens upon any rights or interests of any Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, or license agreement).

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan

Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

CUMMINS WEST, INC., a California corporation.

By: 

Name: Michael J. Doherty

Title: Chief Financial Officer

CLEAIRE ADVANCED EMISSION CONTROLS, LLC,
a Delaware limited liability company

By: 

Name: Michael J. Doherty

Title: Vice President of Finance

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company, as Agent

By: *DK Klages*
Name: *David R Klages*
Title: *Vice President*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

ISSUED PATENTS

Fluid-Cooled Mount for an Injector

U.S. Patent 6,814,303

B. Edgar, R. Lemke, M. Rumminger, M. Streichsbier, D. Wehrley

Issued November 9, 2004 (Maintenance fee due 3 1/2, 7 1/2 and 11 1/2 years after issue date)

Priority: U.S. Provisional Application 60/369,955, April 3, 2002

Expires on June 11, 2023

U.S. Patent Application Number 10/407,140

Filed April 3, 2003

U.S. Publication Number 2003/0230646 A1

First Office Action August 16, 2004

Notice of Allowance August 16, 2004

Assignee: Claire

Apparatus for Mounting a Device to a Pipe

U.S. Patent 6,996,976

M. Rumminger, M. Streichsbier, R. Lemke, D. Wehrley

Issued February 14, 2006

U.S. Patent Application Number 10/407,319

Filed April 3, 2003

U.S. Publication Number 2003/0226412 A1

First Office Action June 21, 2004, no claims allowed

Response to Office Action September 15, 2004

Second Office Action May 23, 2005

Response to Office Action August 1, 2005

Notice of Allowance, August 22, 2005, 2 claims

Priority: U.S. Provisional Application 60/369,911, April 3, 2002

Assignee: Claire

Apparatus for Cleaning a Diesel Particulate Filter with Multiple Filtration Stages

U.S. Patent 7,371,266

M. Streichsbier, R. Lemke, D. Wehrley, B. Edgar, M. Rumminger

Issued May 13, 2008

Continuation of application 10/648,137, filed on August 25, 2003, now Patent 7,025,811

U.S. Patent Application Number 11/402,303

Filed April 10, 2006

First Office Action January 11, 2008, several claims allowed

Priority: U.S. Provisional Patent Application Number 60/405,437, August 23, 2002 and U.S. Provisional Patent Application March 1, 2003

Assignee: Claire

Apparatus for Cleaning a Diesel Particulate Filter with Multiple Filtration Stages

U.S. Patent 7,025,811

M. Streichsbier, R. Lemke, D. Wehrley, B. Edgar, M. Rumminger

Issued April 11, 2006

U.S. Patent Application Number 10/648137

Filed August 25, 2003

U.S. Publication Number 2004/0103788 A1

First Office Action March 21, 2005.

Response filed June 21, 2005

Notice of Allowance July 28, 2005, 73 claims

Priority: U.S. Provisional Patent Application Number 60/405,437, August 23, 2002 and U.S. Provisional Patent Application March 1, 2003

Assignee: Cleaire

Apparatus and Method for Simultaneous Monitoring, Logging and Controlling of an Industrial Process

U.S. Patent 7,117,079

M. Streichsbier, M. Rumminger, B. Edgar, A. Ricord

Issued October 3, 2006

U.S. Patent Application Number 10/361,485

Filed February 5, 2003

U.S. Publication Number 2003/0200022 A1

First Office Action August 1, 2004, several claims allowed

Response to First Office Action sent on October 28, 2004

Response to Second Office Action sent on April 20, 2006

PCT Patent Application Number PCT/US03/03976

Filed February 5, 2003

International Publication Number WO 03/067350 A2

International Preliminary Examination completed May 6, 2004

Priority: U.S. Provisional Application 60/354,669, February 5, 2002

Assignee: Cleaire

PENDING NON-PROVISIONAL FILINGS

Apparatus And Method For Removing Material From Diesel Particulate Filters

M. Streichsbier, J. Smithers, B. Edgar, D. Wehrley

Filed June 9, 2008

U.S. Serial Number 12/135,317

Priority: U.S. Provisional Patent Application 60/946,793 filed June 28, 2007