

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Clean Fuels Technology, Inc.	11/21/2008
RECEIVING PARTY DATA	
Name:	Talisman Capital Talon Fund, Lt.d.
Street Address:	6834 Cantrell Road
Internal Address:	PMB 367
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72207
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13487143
CORRESPONDENCE DATA	
Fax Number:	6503911395
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6503911380
Email:	ipdockets@irlaw.com
Correspondent Name:	Rochelle Rotea
Address Line 1:	2440 W. El Camino Real
Address Line 2:	6th Floor
Address Line 4:	Mountain View, CALIFORNIA 94040
ATTORNEY DOCKET NUMBER:	APT-017COA
NAME OF SUBMITTER:	Adriena M. Garcia
Signature:	/Adriena M. Garcia/
Date:	08/30/2013

CH \$40.00 13487143

Total Attachments: 7

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**Confirmation of
Release of Security Agreement and
Assignment of Patents and Trademarks**

This Confirmation of Release of Security Agreement and Assignment of Patents and Trademarks (this "Agreement") is entered into as of the 21th day of November, 2008, (the "Effective Date") by and between TALISMAN CAPITAL TALON FUND LTD., a company organized under the laws of the British Virgin Islands ("Talisman"), and CLEAN FUELS TECHNOLOGY, INC., a Delaware corporation ("CFT").

W I T N E S S E T H:

WHEREAS, CFT issued to Westford Special Situations Master Fund LP and Stafford Towne, Ltd. (jointly, as lenders, the "Lenders") certain Senior Secured Convertible Promissory Notes, dated January 20, 2004, in the aggregate principal amount of \$1,000,000 (as amended, supplemented or restated, the "Secured Notes");

WHEREAS, in connection with the issuance of the Secured Notes and the making of certain loans by the Lenders for the account of CFT under the Secured Notes, CFT entered into that certain Intellectual Property Security Agreement, dated January 20, 2004 (the "Intellectual Property Security Agreement"), pursuant to which CFT granted to Stafford Towne, Ltd., as agent for the Lenders (the "Agent") a security interest in, among other collateral, certain patent applications and patents, including, but not limited to those United States patents and patent applications listed on Schedule "A" hereto (the "Patent Collateral") and the United States trademark applications and registrations, including but not limited to those listed on Schedule "B" hereto (the "Trademark Collateral" and together with the Patent Collateral, the "United States Intellectual Property Collateral") to secure the payment of each and every debt, liability and obligation of every type and description which CFT owed to the Lenders pursuant to the terms of the Secured Notes or otherwise (the "Obligations");

WHEREAS, on or about January 27, 2004 at reel 014277 frame 0853, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office with respect to certain of the Patent Collateral, including those specified on Schedule A as having a recorded Security Agreement.

WHEREAS, on or about January 27, 2004 at reel 2783 frame 0469, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office with respect to the certain of the Trademark Collateral, including those specified on Schedule B as having a recorded Security Agreement.

WHEREAS, Talisman entered into that certain Assignment Agreement, dated June 10, 2005 (the "Assignment"), with the Lenders pursuant to which Talisman acquired from the Lenders all of their rights in and to the Intellectual Property Security Agreement, and the Lenders subrogated Talisman to all of their rights and remedies under the Intellectual Property Security Agreement;

WHEREAS, by letters dated June 16, 2005 and June 27, 2005, Talisman advised CFT that CFT was in default of certain of the Obligations;

WHEREAS, on July 19, 2005, Talisman initiated foreclosure procedures against CFT pursuant to Section 9-620 *et seq.* of the Delaware Uniform Commercial Code in full satisfaction of the Obligations at issue (the "Foreclosure"), and Talisman was assigned all right, title and interest in the Intellectual Property Collateral by CFT as a result of such Foreclosure, including the United States Intellectual Property Collateral.

WHEREAS, to further evidence the release of the security interest by Talisman in the Intellectual Property Collateral and to confirm Talisman's full ownership of the Intellectual Property Collateral, Talisman and CFT desires to execute this Agreement for purposes of recordation in the United States Patent and Trademark Office.

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

1. Termination and Release of Security Interest. Talisman, as successor-in-interest to the Lenders, hereby terminates, releases and forever discharges the security interest under the Intellectual Property Security Agreement in the Intellectual Property Collateral, such termination and release effective as of the date of Foreclosure.

2. Confirmation of Assignment. CFT hereby acknowledges and agrees that CFT assigned all of its right, title and interest in and to its intellectual property with the goodwill associated with same, including but not limited to the United States Intellectual Property Collateral, to Talisman as a result of the Foreclosure, and CFT retains no right, title or interest in or to the intellectual property subject to the Intellectual Property Security Agreement, including the United States Intellectual Property Collateral.

3. Further Assurances. CFT agrees, upon Talisman's request, to execute any additional documents and to take such further actions as may be reasonably required to terminate the Intellectual Property Security Agreement of record in the United States Patent and Trademark Office or to otherwise confirm the assignment of all rights to the Intellectual Property Collateral to Talisman.

4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, construed and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles.


5. Survival and Binding Agreement. The terms and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed by the parties to this Agreement in multiple counterparts, and each counterpart shall be deemed an original but all of which taken together shall constitute one and the same instrument.

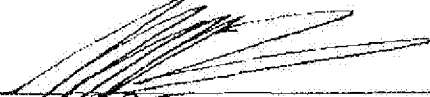
[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the date first written above.

CLEAN FUELS TECHNOLOGY, INC.

By: 
Name: G. TILMAN
Title: Director

TALISMAN CAPITAL TALON FUND LTD.

By: 
Name: G. TILMAN
Title: Director

SCHEDULE A
to Release of Security Agreement and Assignment of Patents and Trademarks

UNITED STATES

<i>Status</i>	<i>File #</i>	<i>Title</i>	<i>Application</i>	<i>Patent No. Recorded</i>	<i>Security Agreement</i>
Issued	CAT 97-144	Method of Operating an Engine with a Mixture of Gaseous fuel and Emulsified Pilot Fuel to Reduce Nitrogen Oxide Emissions	09/309527	6,386,149	yes
Issued	CAT 97-131	Fuel Blending Emulsion Unit	09/024916	5,873,916	yes
Issued	CFT 01-05 AP1R/CIA	Method For Manufacturing An Emulsified Fuel	10/659,046	7,344,570	yes
Issued	CAT 96-424	Fuel Recirculation	08/ 785621	5,765,537	yes
Issued	CFT 00-06	Diesel Fuel Recycling System and Apparatus to Reduce Vapor Emissions of Diesel	10/114426	6,626,162	yes
Issued	CAT 96-426	Fuel Control System for an Internal Combustion Engine Using an Aqueous Fuel Emission -	08/760448	5,682,842	yes
Issued	CAT 95-628	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions - Coleman, Gerald N	08/739846	5,701,924	yes
Issued	CAT 96-425	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel -	08/760938	5,709,196	yes
Issued	CAT 97-675	Stabile Fuel-In-Water Emulsion and Method of Making Same	09/108875	6,607,566	yes
Issued	CAT 96-693	Apparatus and Method for Controlling a Fuel Injector Assembly of an Internal Combustion Engine During Cold Operation Thereof	08/979636	6,763,807	yes
Issued	CAT 97-147	Improved Aqueous Fuel Formulation for Reduced Deposit Formation on Engine System Components	09/649,648	6,786,938	yes

SCHEDULE A (continued)
to Release of Security Agreement and Assignment of Patents and Trademarks

UNITED STATES

<i>Status</i>	<i>File #</i>	<i>Title</i>	<i>Application</i>	<i>Patent No</i>	<i>Recorded Security Agreement</i>
Issued	CAT 97-160	Staged Injection of an Emulsified Diesel Fuel into a Combustion Chamber of a Diesel Engine	09/025592	6,125,796	yes
Issued	CAT 96-787	Fuel Emulsion Delivery Detection Method and System for an Electronically Controlled Engine	09/213853	6,343,571	yes
Issued	CAT 97-132	Fuel Cooling System for fuel Emulsion Based Compression Ignition Engine	09/216337	6,397,826	yes
Issued	CAT 97-138	Constant Heating Value Aqueous Fuel Mixture and Method for Formulating Same	09/208660	6,656,236	yes
Issued	CAT 97-131.A	Fuel Blending Emulsion Unit	09/201597	6,447,556	yes
Issued	CAT 96-518	Aqueous Fuel Emulsion Identification System and Anti-Tampering Device for an Internal Combustion Engine	08/778928	5,701,863	yes
Pending	CAT 97-674COA	Stabile Invert Fuel Emulsions Compositions and Method for Making Same	10/766,686	7,407,522	yes
Pending	CAT 97-676COA	Fuel Emulsion Compositions Having Reduced NOx Emissions	09/650,073		yes
Pending	CAT 97-677	High Stability Fuel Compositions	09/108,447		yes
Pending	CFT 01-05 AP1R/COA	Method For Manufacturing An Emulsified Fuel	12/049134		no
Pending	CFT-017DVA	Mixing Apparatus & Method for Manufacturing an Emulsified Fuel	11/853548		no

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Confirmation of Release of Security Agreement and Assignment of Patents and Trademarks

PATENT
REEL: 022052 FRAME: 0585
REEL: 031117 FRAME: 0424

SCHEDULE B
Release of Security Agreement and Assignment of Patents and Trademarks

TRADEMARK COLLATERAL

MARK	U.S. REGISTRATION NO APPLICATION NO.	RECORDED SECURITY AGREEMENT
Aquadisel	2915015	yes
Aquadyn	3071400	no
Globe Design Mark	2707542	yes