

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Combustion Components Associates, Inc.		09/11/2007	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Tenneco Automotive Operating Company Inc.		
Street Address:	500 North Field Drive		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2949858	ELIM-NOX	
CORRESPONDENCE DATA			
Fax Number:	(312)706-8248		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018623		
Email:	zbeal@mayerbrown.com		
Correspondent Name:	Richard M. Assmus		
Address Line 1:	P.O. bOX 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	07067013		
NAME OF SUBMITTER:	Richard M. Assmus		
Signature:	/richardmassmus/		
Date:	09/24/2007		

OP \$40.00 2949858

Total Attachments: 13

source=07067013 IP Assignment#page1.tif
source=07067013 IP Assignment#page2.tif
source=07067013 IP Assignment#page3.tif
source=07067013 IP Assignment#page4.tif
source=07067013 IP Assignment#page5.tif
source=07067013 IP Assignment#page6.tif
source=07067013 IP Assignment#page7.tif
source=07067013 IP Assignment#page8.tif
source=07067013 IP Assignment#page9.tif
source=07067013 IP Assignment#page10.tif
source=07067013 IP Assignment#page11.tif
source=07067013 IP Assignment#page12.tif
source=07067013 IP Assignment#page13.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), effective the 11th day of September, 2007, is made and entered into by and between COMBUSTION COMPONENTS ASSOCIATES, INC., a corporation organized under the laws of Connecticut, having a place of business at 884 Main Street, Monroe, Connecticut 06468 ("Assignor"), and TENNECO AUTOMOTIVE OPERATING COMPANY INC., a corporation organized under the laws of Delaware, having a place of business at 500 North Field Drive, Lake Forest, Illinois 60045 ("Assignee") (each a "Party" and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is owner of the Acquired Technology, namely, all worldwide intangible legal rights, title or interest in or arising under the laws of the United States, any state or other political subdivision thereof, any other country or political subdivision thereof or any international treaty regime, whether or not filed, perfected, registered or recorded, in all of the following to the extent constituting Acquired Technology: (i) patents, patent applications and patent rights, including any and all continuations, continuations-in-part, provisionals, divisions, reissues, reexaminations or extensions thereof; and any and all related inventions, invention disclosures and technological developments; (ii) rights associated with works of authorship and literary property rights, including copyrights, copyright applications and copyright registrations, and moral rights; (iii) rights relating to know-how or trade secrets, including ideas, concepts, methods, techniques, inventions (whether patentable or unpatentable), and other works, whether or not developed or reduced to practice, rights in industrial property, customer, vendor, and prospect lists, and all associated information or databases, and other confidential or proprietary information; (iv) trademarks, service marks, logos, images, trade dress, domain names, trade names, and service names, whether or not registered, and the goodwill

associated therewith; (v) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property anywhere in the world, including all intellectual property rights in and to customer lists, databases, data collections, engineering data, manufacturing and production processes and procedures, design documents and analyses, diagrams, documentation, drawings, formulae, marketing plans, methodologies, processes, program listings, protocols, sales data, schematics, specifications, computer data, computer programs and software (in any form including source code and executable or object code), web sites, and other forms of technology (whether or not embodied in any tangible form and including all tangible embodiments of the foregoing such as blueprints, compilations of information, instruction manuals, notebooks, prototypes, reports, samples, studies, and summaries); and (vi) all rights to sue or make any claims for any past, present or future infringement, misappropriation or unauthorized use of any of the foregoing rights and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect to any of the foregoing rights, including damages for past, present or future infringement, misappropriation or unauthorized use thereof, ((i)-(vi) collectively the "General Intellectual Property");

WHEREAS, Assignor is also the owner of each of (i) the issued patents set forth on Schedule A hereto (the "Issued Patents"); (ii) the patent applications set forth on Schedule B hereto (the "Patent Applications"); (iii) the trademarks and trademark registrations (including any and all goodwill symbolized thereby set forth on Schedule C hereto (the "Trademarks"); (iv) the copyrights, copyright registrations and copyright applications set forth on Schedule D hereto (the "Copyrights"); (v) the software and software rights set forth on Schedule E hereto (the "Software"); and (vi) the trade secret rights set forth on Schedule F hereto (the "Trade Secrets"); the internet domain names, including any and all goodwill symbolized thereby set forth on Schedule G hereto (the "Domain Names"), ((i)-(viii), collectively, the "Specific Intellectual Property");

WHEREAS, Assignor and Assignee intend to enter into a certain Asset Purchase Agreement dated August 17, 2007 (the "Purchase Agreement"), pursuant to which Assignee agrees to purchase all of Assignor's right, title and interest in and to the General Intellectual Property and the Specific Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns to Assignee all of Assignor's worldwide right, title and interest in and to the General Intellectual Property and the Specific Intellectual Property, including all continuations, continuations-in-part, divisional applications or reissue applications based on the Issued Patents or the Patent Applications, and further including all corresponding foreign patent or trademark applications and foreign patents and trademark registrations maturing therefrom, whether now pending or to be filed in the future based on the Issued Patents, or Patent Applications, or the Trademarks, and further including all existing international rights under the Trademarks provided by all applicable international conventions and treaties, and the right to sue for past, present and future infringement of any intellectual property rights embodied in either the General Intellectual Property or the Specific Intellectual Property.
2. Registrant Name Change Agreement. Within five (5) days following Closing, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for the Domain Names (the "Registering Authority") to transfer such Domain Names to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in

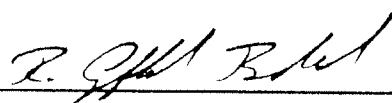
accordance with the policies and rules of the Registering Authority, and (iii) take any further actions in accordance with the policies and rules of the Registering Authority required to transfer such Domain Names to Assignee on an expedited basis.

3. Further Assistancess. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Specific Intellectual Property, including, but not limited to, patent and trademark assignments, or related change of ownership documents, and shall not enter into any agreement in conflict with the Assignment.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of New York, without regard to the conflicts of law rules of such state.
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR
COMBUSTION COMPONENTS
ASSOCIATES, INC.

Date: September 11, 2007

By: 

Title: PRESIDENT

ASSIGNEE
TENNECO AUTOMOTIVE OPERATING
COMPANY INC.,

Date: September _____, 2007

By: _____

Title: _____

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR
COMBUSTION COMPONENTS
ASSOCIATES, INC.

Date: September _____, 2007

By: _____

Title: _____

ASSIGNEE
TENNECO AUTOMOTIVE OPERATING
COMPANY INC.,

Date: September 11, 2007

By:  _____

Title: VICE PRESIDENT & CONTROLLER

SCHEDULE A

PATENTS

Patent No.	Issue Date	Title	Country
6,941,746	9/13/2005	Mobile Diesel Selective Catalytic Reduction Systems and Methods	US

SCHEDULE B**PATENT APPLICATIONS**

Serial No. & Publication No.	Filing Date	Title	Country
11/112,039 2005/0235632	4/22/2005	Methods and Apparatus For Injecting Atomized Fluid	US
11/707,463	2/15/2007	Methods and Apparatus For Injecting Atomized Fluid	US
11/714,718	3/05/2007	Methods and Apparatus For Injecting Atomized Fluid	US
PCT/US2005/014289 WO2005/104723	4/25/2005	Methods and Apparatus For Injecting Atomized Fluid	PCT
05 741 327.0	11/02/2006	Methods and Apparatus For Injecting Atomized Fluid	Europe
2,563,764	10/20/2006	Methods and Apparatus For Injecting Atomized Fluid	Canada
11/754,872	5/29/2007	Method and Apparatus For Reducing Emissions In Diesel Engines	US
PCT/US/2007/012 556	5/29/2007	Method and Apparatus For Reducing Emissions In Diesel Engines	PCT
60/851,104	10/11/2006	Dual Injector System For Diesel Emissions Control	US

SCHEDULE C

TRADEMARKS

Trademark	Registration No.	Registration Date	Country
ELIM NOx	2,949,858	5/10/2005	US

SCHEDULE D

COPYRIGHTS

Any and all common law or statutory copyright rights owned by Assignor, or copyright rights owned by Assignor pursuant to any international conventions or treaties, arising out of, relating to the Acquired Technology, including, but not limited to any copyright rights in any software owned by Assignor and developed by MotoTron Corporation, pursuant to a Quotation dated March 9, 2005; and including, but not limited to any copyright rights in any drawings, literature, brochures, or other tangible documentation used by Assignor in the Business.

SCHEDULE E

SOFTWARE

1. SOFTWARE: All Assignor's right, title and interest, throughout the world, in and to the software and work product owned by Assignor arising out of, relating to, or used or held for use, in connection with the Acquired Technology, including, but not limited to, the software owned by Assignor, as a result of its relationship with MotoTron Corporation, including all deliverables heretofore or hereafter due Assignor under any purchase orders with MotoTron Corporation, and all rights, if any, presently owned by Assignor pertaining to its ability to use MotoTron Corporation's "MotoHawk"TM code generation toolbox suite and "The Mathworks' MATLAB[®]/Simulink[®] graphical modeling and analysis software. In addition, all supplements, enhancements and modifications thereto (regardless of the state of development), and all personal property relating thereto, including, without limitation, links, source codes, data, databases, database management code, graphical user interfaces, menus, images, icons, forms, methods of processing, software engines, platforms and data formats, object codes, technical documentation and similar information necessary for the practical utilization thereof (collectively "Software").

2. DOCUMENTATION: All Acquired Technology related service manuals, brochures and other documentation or written information describing any aspect of the Software or designed to facilitate the use or modification or enhancement of the Software ("Documentation").

3. RELATED TECHNOLOGY: All things authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Assignor or any of its employees or agents that are related to the Acquired Technology and which are embodied in, derived from or related to the Software, in any stage of development, including without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, programmers notes and all other information relating to the Software.

SCHEDULE F

TRADE SECRETS

Any and all trade secret information or other information considered and maintained as confidential by Assignor arising out of, relating to, or used or held for use in connection with the Business, including, but not limited to, the following:

Confidential drawings, tolerance specifications and instrumentation

Confidential vendor information

Confidential hardware and software operations manuals

Confidential source code manuals, including source code manuals for
Learn Pack

Confidential data from Assignor's spray label for various injectors,
conditions and reagents

Confidential information relating to vendor and component specifications

Confidential information relating to application of PDPA techniques for
spray droplet

Confidential information relating to approaches for modeling using Fluent
software and Assignor's proprietary inputs

Any and all other Business related information owned by Assignor which
has been maintained confidential and which affords a competitive
advantage to Assignor over its competitors

SCHEDULE G
DOMAIN NAMES

<u>Name/Address</u>	<u>Record Created</u>	<u>Record Expires</u>	<u>Domain Server(s)</u>
<u>Http://elim-nox.com</u>	5/22/2007	5/22/2012	NS83WORLDNIC.COM NS84WORLDNIC.COM
<u>Http://elimnox.com</u>			