

03-22-1999

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011
(exp.4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

MBO 3-15-99

1. Name of conveying party(ies):
Nalco Fuel Tech, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other _____

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Fuel Tech, Inc.

Internal Address: _____

Street Address: 1001 Frontenac Road

City: Naperville State: Illinois ZIP: 60563-1198

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Massachusetts
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 30, 1999

4. Application number(s) or patent number(s)
A. Trademark Application No. (s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See Attached Exhibit H,
II. Trademarks
A. Registered Trademarks
B. Trademark Applications

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Thomas M. Breininger
Patent and Licensing Dept.
Internal Address: Nalco Chemical Company

Street Address: One Nalco Center

City: Naperville State: Illinois ZIP: 60563-1198

6. Total number of applications and registrations involved: _____ 10 _____

7. Total fee (37 CFR 3.41)\$ 400.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 14-0105

(Attach duplicate copy of this page if paying by deposit account)

03/19/1999 JSHABOZZ 00000014 140105 1464906
01 FC:481 40.00 CH
02 FC:482 225.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas M. Breininger, Reg. No. 29,897 Thomas M. Breininger Mar 11, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1870 FRAME: 0907

**EXHIBIT H
TO SECURITY AGREEMENT**

INTELLECTUAL PROPERTY

I. Patents

A. Issued Patents

NFT No.	U.S. Patent	Issue Date	Title	Other Countries
1001A	4,842,834	6/27/89	Burton Injector	
1002A,C	4,915,036	4/10/90	DeVita Injector	Germany, France, Great Britain, Italy, Sweden
1004A	5,342,592	8/30/94	Lance Injector	
2002A	4,719,092	1/12/88	Urea plus Oxygenates	Canada, Germany, Italy, Japan, Mexico, Sweden
2003A	4,770,863	9/13/88	NH3 plus Enhancers	Canada, Germany, France, Great Britain, Italy, Sweden
2010A	4,844,878	7/4/89	Omnibus Enhancers	
2013A	4,997,631	3/5/91	Carbamate	Germany, France, Great Britain, Italy, Sweden
2015A	5,441,713	8/15/95	Scale Control	Australia, Taiwan
2016A	5,399,325	3/21/95	Hydrolysis	France, Great Britain, Sweden, Taiwan
2018C	5,616,307	4/1/97	Scale Control ZBD	
3001A,B	4,992,249	2/12/91	High Temp. Process	Canada, Switzerland, Germany, Great Britain, Italy, Sweden
3002A	4,777,024	10/11/88	Multi-Stage	Canada, Germany, Spain, France, Great Britain, Italy, Mexico, Poland, Sweden
3002B	5,057,293	10/15/91	Multi-Stage	Canada, Germany, France, Great Britain, Sweden
3003A	4,780,289	10/25/88	Right Side	Canada, Germany, France, Great Britain, Mexico, Sweden
3003B	5,017,347	5/21/91	Right Side	Canada, Germany, France, Great Britain, Sweden
3005A	4,877,590	10/31/89	Right Side, Low Temp.	Canada, Switzerland, Germany, Italy, Sweden
3008A	4,978,514	12/18/90	Hybrid, SNCR/SCR	
3008B	5,139,754	8/18/92	Hybrid, SNCR/SCR	
3008C	5,286,467	2/15/94	Hybrid, SNCR/SCR	Taiwan
5009A	5,658,547	8/19/97	SoxOUT w/Humidification	

B. Patent Applications

NFT No.	Serial No.	Filing Date	Title	Country
2015A	92920500.3	9/23/92	Scale Control	Europe
2018A	93918356.2	7/22/93	Scale Control ZBD	Europe
3008A	90912704.5	8/30/92	Hybrid, SNCR/SCR	Europe
3013A	93910861.9	4/28/93	Hydrolyzed urea/SCR	Europe
3035A	08/628,539	4/10/96	Urea Prill into Rotary Kiln	United States
3038A	08/710,630	9/20/96	Targeted Chemical Injection	United States
5009A	PCT/US/96/03578	3/15/96	SOxOUT w/Humidification	PCT

C. Patent Licenses

Licensor	Effective Date	Expiration Date	Description
EPRI	12/29/1989 – NFT	4/20/1999	Two Original Urea Patents, U.S. 4,208,386 and U.S. 4,325,924
EPA	5/11/1995	2/9/2010	Injection of sorbent slurry for the reduction of dioxins in flue gas, U.S. 5,021,229 and 5,185,134
Acurex	9/5/1990	12/3/2002	Injection of sorbent slurry for the reduction of SOx in flue gas, U.S. 4,555,996

II. Trademarks

A. Registered Trademarks

NFT No.	U.S. Registration No.	Trademark	Registration Date	Other Countries
T0073A	1,464,906 *	NOxOUT	11/10/87	Austria, Benelux, Canada, Switzerland, Germany, Denmark, Spain, Finland, France, Great Britain, Greece, Japan, Norway, Sweden
T0703B	2,073,676 *	INFASORB	6/24/97	
T0075A	2,010,598 *	SOxOUT	10/22/96	China
T7002A	2,021,194 *	NOxOUT Cascade	12/3/96	
T7009A	1,667,052 *	Nalco Fuel Tech	12/3/91	
T7010A	1,671,401 *	Nalco Fuel Tech and Design	1/7/92	

B. Trademark Applications

NFT No.	Serial No.	Trademark	Filing Date	Country
T7001B	75/162,102 *	NOxOUT SCR	9/6/96	U.S.
	000483123		3/6/97	Europe
	86010866		3/6/97	Taiwan
T7004A	74/721,133 *	Fuel Chem	8/25/95	U.S.
	T096C000521		2/23/96	Italy
T7007A	75/238,379 *	Fuel Chem and Design	2/17/97	U.S.
	852,839		8/6/97	Canada
			2/17/97	Europe
T7008A	75/225,325 *	Recovery Chem	1/14/97	U.S.
	850,660		7/14/97	Canada
			1/14/97	Europe

III. Copyrights

No Information.

TRADEMARK, PATENT and COPYRIGHT
SECURITY AGREEMENT

THIS TRADEMARK, PATENT and COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of April 30, 1998, is between FUEL TECH, INC., a Massachusetts corporation (the "Grantor"), and NALCO FT, INC., a Delaware corporation (the "Seller"), in its individual capacity and as agent (in such capacity, the "Nalco Agent") for each of the Nalco Parties (as defined below);

W I T N E S S E T H :

WHEREAS, the Grantor, the Seller and (for the limited purposes set forth therein) Nalco Chemical Company, a Delaware corporation and parent of the Seller ("Nalco") have entered into a Purchase Agreement dated as of March 25, 1998 pursuant to a Purchase Agreement dated March 23, 1998 (the "Purchase Agreement"), pursuant to which the Grantor has agreed to acquire from the Seller, and the Seller has agreed to sell to Grantor, its fifty percent (50%) partnership interest (the "Partnership Interest") in Nalco Fuel Tech, a Delaware general partnership (the "Joint Venture") organized under a Partnership Agreement dated as of January 31, 1980, as amended (the "Partnership Agreement") between the Seller and the Grantor;

WHEREAS, immediately upon the consummation of the acquisition by the Grantor of the Partnership Interest under the Purchase Agreement, the Joint Venture as a legal entity was dissolved by operation of law;

WHEREAS, Grantor has executed and delivered to Seller a Security Agreement dated April 30, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement") granting Seller rights in certain Collateral owned or controlled by Grantor, including but not limited to certain Patent Collateral, Trademark Collateral and Copyright Collateral as subsequently defined herein to secure Purchaser Obligations (as defined in the Purchase Agreement);

WHEREAS, the Grantor is required to do all things necessary to carry out the Security Agreement; and,

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Trademark, Patent and Copyright Security Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to fulfill its obligations under the Security Agreement, the Grantor agrees, for the benefit of the Seller, as follows:

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the Trademark Collateral, Patent Collateral, and Copyright Collateral and the obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Seller and grant to the Seller a security interest in, all of Grantor's right, title and interest in and to the following property (the "Patent Collateral" the "Trademark Collateral" and the "Copyright Collateral"), whether now owned or hereafter acquired or existing (including rights as licensee or lessee):

A. The Trademark Collateral

(i) all corporate names, trade names, product or service designations, trademarks, service marks, trade dress or styles, logos or designs (all of the foregoing items in this clause (a) being collectively called a "Trademark", now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recording and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit H;

(ii) all Trademark licenses, except licenses no longer executory and as to which all fees and royalties have been paid, including each Trademark license referred to in Exhibit H;

(iii) all reissues, extensions or renewals of any of the items described in Section 2A clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future

infringement or dilution of any Trademark, Trademark registration or Trademark license referred to in Exhibit H, or for any injury to the goodwill associated with the use of such Trademark or for breach or enforcement of any Trademark license;

B. The Patent Collateral:

(i) 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 Exhibit H;

(ii) all patent licenses except licenses no longer executory and as to which all fees and royalties have been paid, including each patent license referred to in Exhibit H;

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in Section 2B(i) and (ii); and,

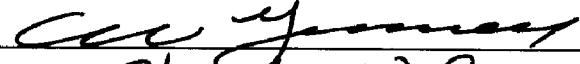
(iv) all proceeds of and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Exhibit H, and for breach or enforcement of any patent license except licenses no longer executory and as to which all fees and royalties have been paid, including any patent license referred to in Exhibit H, and all rights corresponding thereto throughout the world;

C. The Copyright Collateral

all copyrights of the Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of the Grantor's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, the copyrights referred to in Exhibit H, and all applications for registration thereof, whether pending or in preparation, all copyright licenses except license no longer executory and to as to which all fees and royalties have been paid, including each copyright license referred to in Exhibit H, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit..

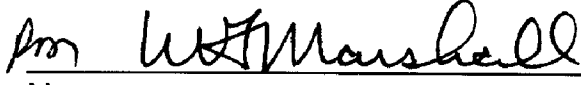
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Fuel Tech Inc.

By: 
Name: CHARLES W GRINNELL
Title: VICE PRESIDENT

Fuel Tech, Inc.
Attn: Corporate Secretary
300 Atlantic Street, Suite 703
Stamford, Connecticut 06901
Facsimile: (203)425-9823

Nalco FT Inc.

By: 
Name: W.G. Marshall
Title: Treasurer

1001 Frontenac Road
Naperville, Illinois 60563