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TRADEMARKS ONLY

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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Ceryx, Inc.  
1343 East Main Street  
Santa Paula, CA 93060

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: The Dow Chemical Company

Internal

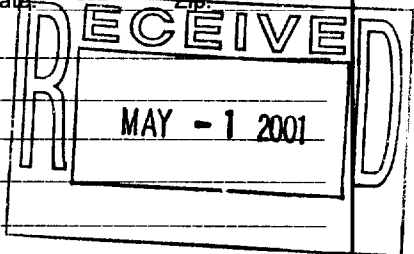
Address: \_\_\_\_\_

Street Address: 2030 Dow Center

City: Midland State: MI Zip: 48674

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(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: September 18, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75663236    75663231    75663235  
75612598

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Graham E. Taylor

Internal Address: The Dow Chemical Co.

Street Address: 1790 Bldg. Washington St.

City: Midland State: MI Zip: 48674

6. Total number of applications and registrations involved: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1512

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

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.

JANE RAAB

Name of Person Signing

Jane Raab

Signature

4-30-2001

Date

Total number of pages including cover sheet, attachments, and document: 15

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

**PATENT, TRADEMARK AND LICENSE  
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 5<sup>th</sup> day of September, 2000, by CERYX INCORPORATED, a Nevada corporation with its principal place of business located at 1343 East Main Street, Santa Paula, California 93060 ("Debtor"), in favor of Dow Credit Corporation, a Delaware corporation with its principal place of business located at Dow Center, Midland, Michigan 48674 (the "Secured Party").

**WITNESSETH:**

WHEREAS, Debtor is justly obligated to Secured Party pursuant to that certain Promissory Note dated the date hereof by and between Debtor and Secured Party (as the same may be amended, modified, extended or renewed, the "Note"); and

WHEREAS, as a condition precedent to Secured Party agreeing to the provisions of the Note, Secured Party has required that Debtor, and Debtor has agreed to, execute and deliver this Agreement to Secured Party;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Secured Party as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to Secured Party a security interest in and lien on, all of Debtor's right, title and interest in all patents, trademarks, copyrights and other intellectual property, and all applications for, registrations of and licenses of the foregoing, and all computer software, product specifications, trade secrets, licenses, trade names, service marks and goodwill, whether now owned and existing or hereafter created, acquired or arising, constituting the following described property:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks (excluding "Ceryx"), service marks, trademark or service mark registrations, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future

infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof between Debtor and any other party, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future obligations pursuant to the Note (hereinafter collectively referred to as "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Secured Party, and covenants and agrees with Secured Party, that:

(a) all of the Patents, Trademarks and Licenses currently existing are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Debtor herein);

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Except as specifically disclosed herein, to the best of Debtor's knowledge, (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as specifically disclosed herein, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons, excluding only security interests granted to Secured Party;

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Except as otherwise provided in the Schedule E hereto, Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement, except in the ordinary course of its business; and

(h) Except as specifically disclosed herein, Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit, upon at least one (1) Domestic Business Day's prior oral or written notice from Secured Party to Debtor (provided, however, that no such notice need be given by Secured Party if any Default under the Note has occurred and is continuing), inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by Secured Party during normal business hours and at other reasonable times. Debtor will reimburse Secured Party upon demand for all costs and expenses incurred by Secured Party in connection with any such inspection conducted by Secured Party while any Default under the Note has occurred and is continuing. A representative of Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide Secured Party, upon Secured Party's request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the foregoing.

4. Further Assurances. Debtor agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) no Letters of Credit issued on the credit of the Secured Party for the benefit of Debtor shall be outstanding and (iii) Secured Party has no further commitment or obligation to make any additional loans or advances or other extensions of credit to Debtor under the Note, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Note, without the prior written consent of Secured Party and Debtor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be necessary, or that Secured Party may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same. Secured Party hereby consents to and agrees that Debtor may enter into distributorship agreements or other contractual relationships for the manufacture or sale of the diesel emission reduction technology for aftermarket described on the Term Sheet attached as Exhibit B to the Note and that Debtor may grant licenses to the rights in such diesel reduction technology to third parties.

5. Additional Patents, Trademarks and Licenses. If Debtor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Secured Party, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

6. Use of Patents, Trademarks and Licenses. So long as no Default has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

7. Default. If any Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Debtor at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Alternatively, upon Default, Secured Party may both continue to use the Patents, Trademarks and Licenses and pursue any other remedies, including without limitation, bring suit to recover any sums due under the Note. Debtor agrees that upon the occurrence and continuance of any Default, the use by Secured Party of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from Secured Party to Debtor. If a Default shall occur and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce any and all of the Patents, Trademarks and Licenses, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Agreement. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

8. Termination of Agreement. At such time as (i) Debtor shall pay all of the Secured Obligations in full, (ii) Secured Party shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Debtor under the Note and (iii) the Note shall be terminated, this Agreement shall terminate and Secured Party shall execute and deliver to Debtor

all instruments as may be necessary or proper to extinguish the Secured Party's security interest therein, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Note.

10. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 10 shall be borne by Debtor.

11. Secured Party Appointed Attorney-In-Fact. If any Default shall have occurred and be continuing, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

12. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

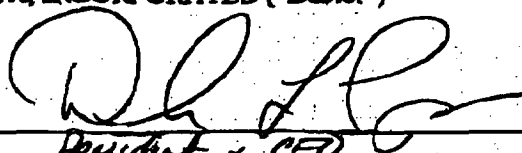
14. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Secured Party.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or delegate any of its obligations under this Agreement.


16. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of California (without reference to conflict of law principles) and sole venue shall be Ventura County, California, except for matters which involve the Federal Courts in which sole venue shall be the Ninth Circuit, sitting in Los Angeles, California.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Patent, Trademark and License Security Agreement this 18<sup>th</sup> day of September, 2000.

CERYX, INCORPORATED ("Debtor")

By:   
Title: President & CEO

DOW CREDIT CORPORATION ("Secured Party")

By:   
Title: vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

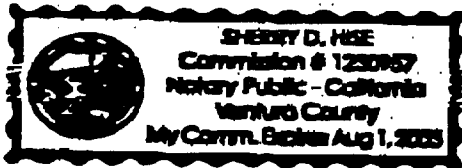
County of Ventura } ss.

On 9/15/00 before me, Sherry D. Hise Notary Public  
Date Name and Title of Officer (e.g., "John Doe, Notary Public")

personally appeared Dorrich L. Page  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Sherry D. Hise  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

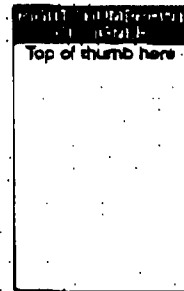
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





STATE OF MICHIGAN)

CITY OF MIDLAND )

On this 18<sup>th</sup> day of September, 2000, before me personally appeared Rogelio A. Lara, known to me to be the Vice President of Dow Credit Corporation, a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Rogelio A. Lara acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Cheryl E. Corbett  
Notary Public

My Commission Expires: \_\_\_\_\_

**CHERYL E. CORBETT**  
NOTARY PUBLIC, MIDLAND COUNTY, MICHIGAN  
MY COMMISSION EXPIRES NOVEMBER 5, 2003

Sent by: R EGAN ESSEX SPEC

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CERYX INC

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Sent by: R EGAN ESSEX SPEC

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SCHEDULE A

United States Patents

Patent No.

Invention

Issue Date

Exp. Date

5612006

Catalytic converter and phase  
spreading spiral muffler assembly

March 18, 1997

SCHEDULE B

United States Patent Applications

Application No.	Invention	Filing date
PCT US 99126090	Integrated apparatus for removing pollutants from a fluid stream in a lean-burn environment with heat recovery	November 4, 1999
UP Prov. 60/136,681	Regenerative device for the reduction of pollutants from a lean-burn environment.	May 28, 1999

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SCHEDULE C

United States Trademarks

Reg. No.

Trademark

Issue Date

Exp. Date

none

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CERYX INC

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**LIST OF DEBTOR'S COMMON LAW TRADEMARKS**

**THIOCAT as applied to catalytic converters for reducing pollutants**



SCHEDULE D

United States Trademark Applications

<u>Serial No.</u>	<u>Mark</u>	<u>Filing Date</u>
75663236	LEANCAT	March 18, 1999
75663235	QUINCAT	March 18, 1999
75663231	THERON	March 18, 1999
75612598	QUADCAT	December 28, 1998

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CERYX INC

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SCHEDULE E

Licenses

Licenses to US 5,326,537 entitled "Counterflow Catalytic Device" and US Patent No. 5,567,390 entitled "Counterflow Catalytic Device with Interactive Dilution Control" dated 2nd October 1998 between Ceryx and Falmouth Products, Inc.