



05-14-2002

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

RECC TF



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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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):

Catalyst Technology, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (Kentucky), Other

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

2. Name and address of receiving party(ies)

Name: Cat Tech Inc. Internal Address:

Street Address: 8505 E. North Belt Drive City: Humble State: TX Zip: 77396

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Texas, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: May 2, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) US 1082012; US 1103595; US 1839154; US 1840189

Additional number(s) attached Yes No

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

Name: Dana L. Desenberg

Internal Address: c/o Crady, Jewett & McCulley, L.L.P.

Street Address: 2727 Allen Parkway, Suite 1700

City: Houston State: TX Zip: 77019-2125

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:

(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 copy of the original document.

Dana L. Desenberg

Name of Person Signing

Signature

5/6/02

Date

Total number of pages including cover sheet, attachments, and document: 4

05/15/2002 DBYRNE 0000094 1082012

01 FC:481 02 FC:482 03 FC:484

40.00 75.00 120.00

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

Refund Ref: 05/15/2002 DBYRNE 000011702

CHECK Refund Total: \$45.00

APPENDIX A

Mark	Int'l Class	Description	Registration No.
CAT TECH		vacuuming, cleaning, recovering and disposing of industrial materials	US 1082012
CAT TECH DESIGN (stylized "C")		vacuuming, cleaning, recovering and disposing of industrial materials	US 1103595
CATNAP		catalyst passivation chemicals for use in the industrial treatment of various materials	US 1839154
CATNAP DESIGN		catalyst passivation chemicals for use in the industrial treatment of various materials	US 1840189

Exhibit F

TRADEMARK ASSIGNMENT

WHEREAS, Catalyst Technology, Inc., a Kentucky Corporation ("Catalyst Technology"), is the owner of the entire right, title and interest in and to the trademarks identified in Appendix A hereto (collectively, the "Marks");

WHEREAS, Cat Tech Inc., a Texas corporation ("Cat Tech"), is desirous of acquiring ownership of the Marks;

WHEREAS, pursuant to the Asset Purchase Agreement between Catalyst Technology and Cat Tech (collectively, the "Parties" or singularly, a "Party"), Catalyst Technology agreed to assign, transfer and convey to Cat Tech all rights title and interests of Catalyst Technology in and to the Marks together with the entire right, title and interest in and to any cause of action for infringement or dilution thereof;

NOW, THEREFORE, effective upon the Closing Date, as such term is defined in the Asset Purchase Agreement, Catalyst Technology does hereby sell, assign and transfer to Cat Tech for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Catalyst Technology's title, rights and interests in and to the Marks, including the right to file applications for registrations of the Marks and any rights assigned under this Agreement together with the goodwill attached to and symbolized by the Marks, but no other or greater goodwill; the same to be held and enjoyed by Cat Tech, for its own use, and for its legal representatives and assigns as fully and entirely as the same would have been held by Catalyst Technology had this assignment not been made. Catalyst Technology assigns and further transfers to Cat Tech whatever cause of action Catalyst Technology may have for past or present infringement of the Marks, together with the right to bring suit for any such infringement and to seek and receive damages and other relief arising from any such infringement.

Responsibility for the further filing, prosecution, issuance, maintenance, defense and enforcement of the Marks shall pass to Cat Tech on the Closing Date. Case files relating to the Marks, and any other documentation relevant to the Marks which is not contained in such case files, will be transferred to Cat Tech or its designee (such designee to be identified in writing, which writing may be a facsimile) promptly following the Closing Date.

Cat Tech shall be responsible for and shall bear all expenses, including but not limited to official fees associated with recordal at the relevant trademark offices, of the transfer to Cat Tech hereunder of title in the Marks. Catalyst Technology agrees to cooperate with Cat Tech in the recordal of such transfer by executing required documents in a form acceptable to Catalyst Technology, in its reasonable discretion, which shall be prepared by Cat Tech. Upon written request from a Party, the other Party shall arrange for the execution and delivery of any other assignment documents or other instruments necessary to effectuate any aspects of the assignments provided for in this Trademark Assignment.

Cat Tech acknowledges that no right or license, either express or implied, is granted to Cat Tech under any trademark owned by Catalyst Technology, or its Associates or affiliates, except as expressly provided by the terms of this Trademark Assignment.

This Trademark Assignment and the relationship of hereunder of the Parties shall be exclusively interpreted in accordance and governed by the law of the State of Delaware.

Executed this 2nd day of April, 2002. *May 2002*

CATALYST TECHNOLOGY, INC.

CAT TECH INC.

By: *David Aldous*

By: *MDZj*

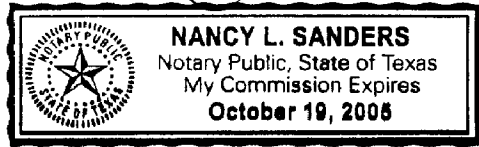
Title: DIRECTOR

Title: DIRECTOR

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of MAY, 2002, by DAVID ALDOUS, DIRECTOR of Catalyst Technology, Inc., a Kentucky corporation, on behalf of said corporation.

Nancy Sanders
Notary Public, State of Texas



THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of May, 2002, by Mark Muntzold, President of Cat Tech Inc., a Texas corporation, on behalf of said corporation.

DK
Notary Public, State of Texas

