

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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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):

CMS Viron Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: **Missouri**
 Other:

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

2. Name and address of receiving party(ies)

Name: **Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc.**

Internal Address:

Street Address: **345 California Street, 32nd Floor**

City: **San Francisco** State: **CA** Zip: **94104**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State: **a Pennsylvania corporation**
 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: **June 30, 2003**

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

A. Trademark Application No.(s)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

1,114,713

2,634,095

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

Name: **Robert B. Burlingame**

Internal Address: **Calendar/Docketing Department**

Pillsbury Winthrop
P.O. Box 7880
San Francisco, CA 94120-7880

Street Address: **50 Fremont Street**

City: **San Francisco** State: **CA** Zip: **94105**

6. Total number of applications and Registrations involved:**2**

7. Total fee (37 CFR 3.41).....**\$65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

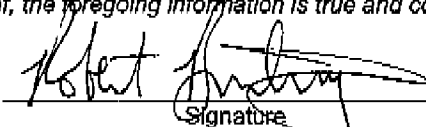
502214 (Our Ref.: 091301/0000010)

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

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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.

Robert B. Burlingame
Name of Person Signing


Signature

July 8, 2003
Date

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

CH \$4065.00 502214 1114713

INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made as of June 30, 2003 (the "Closing Date") between Chevron Energy Solutions Company, a division of Chevron U.S.A. Inc., a Pennsylvania corporation ("Buyer"), and CMS Viron Corporation, a Missouri corporation ("Seller").

W I T N E S S E T H:

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of February 19, 2003, between Buyer and Seller (as the same may be amended from time to time, the "Asset Purchase Agreement"), Seller has agreed to sell, convey, assign, transfer and deliver (collectively, "Transfer") to Buyer all of Seller's right, title and interest in, to and under the Intellectual Property (as defined below);

NOW, THEREFORE, subject to the terms and conditions set forth in the Asset Purchase Agreement, and without limiting the assignment provisions therein, and for the consideration set forth therein and all other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Seller hereby Transfers to Buyer, effective as of the Closing Date, all of Seller's right, title and interest in, to and under the intellectual property specified in Exhibit A attached hereto (the "Intellectual Property"), and the goodwill of the business connected with the use of and symbolized by the same, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue or otherwise recover for past infringement and receive all damages, payments, costs and fees associated therewith.
2. The parties hereby expressly incorporate into this Agreement all of the disclaimers, limitations and exclusions of express and implied warranties that are included in the Asset Purchase Agreement, all of which are hereby made applicable to the Transfer. In the event of any conflict between the terms and provision of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall prevail. Furthermore, this Agreement shall not be used or construed to interpret or clarify any terms or provisions of the Asset Purchase Agreement.
3. Without limiting the foregoing, the parties agree that:
 - (a) with regard to any copyrights relating to the Intellectual Property, Seller hereby assigns to Buyer all copyrights, registrations and applications therefor, and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof and (iv) all other rights corresponding thereto throughout the world;
 - (b) with regard to any trademarks relating to the Intellectual Property, Seller hereby assigns to Buyer all trademarks (including service marks, trade dress, trade styles, designs and trade names, whether registered or at common law), registrations and applications therefor,

and the goodwill of the owner's business connected therewith and symbolized thereby, together with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof and (iv) all other rights corresponding thereto throughout the world;

(c) with regard to any trade secrets, proprietary information and/or any and all intellectual property rights in computer software and computer software products relating to the Intellectual Property, Seller hereby assigns to Buyer all such trade secrets, proprietary information and any and all intellectual property rights in computer software and computer software products, along with any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the owner with respect thereto, including damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof and (iii) all other rights corresponding thereto throughout the world; and

(d) with regard to any licenses referenced in Exhibit A attached hereto, Seller hereby assigns to Buyer all license agreements in which a party grants or receives a grant of any interest in copyrights, trademarks, patents and trade secrets and other Intellectual Property and any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to the party with respect thereto, including damages and payments for past or future violations, infringements or misappropriations thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CHEVRON ENERGY SOLUTIONS COMPANY,
a division of Chevron U.S.A. Inc.,
a Pennsylvania corporation

CMS VIRON CORPORATION,
a Missouri corporation

By: 

By: _____

Name: DAVID STONE

Name: _____

Title: VICE PRESIDENT

Title: _____

and the goodwill of the owner's business connected therewith and symbolized thereby, together with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof and (iv) all other rights corresponding thereto throughout the world;

(c) with regard to any trade secrets, proprietary information and/or any and all intellectual property rights in computer software and computer software products relating to the Intellectual Property, Seller hereby assigns to Buyer all such trade secrets, proprietary information and any and all intellectual property rights in computer software and computer software products, along with any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the owner with respect thereto, including damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof and (iii) all other rights corresponding thereto throughout the world; and

(d) with regard to any licenses referenced in Exhibit A attached hereto, Seller hereby assigns to Buyer all license agreements in which a party grants or receives a grant of any interest in copyrights, trademarks, patents and trade secrets and other Intellectual Property and any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to the party with respect thereto, including damages and payments for past or future violations, infringements or misappropriations thereof and (iii) rights to sue for past, present and future violations or infringements thereof.

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CHEVRON ENERGY SOLUTIONS COMPANY,
a division of Chevron U.S.A. Inc.,
a Pennsylvania corporation

CMS VIRON CORPORATION,
a Missouri corporation

By: _____

By: John W. Mahoney

Name: _____

Name: JOHN W. MAHONEY

Title: _____

Title: PRESIDENT

EXHIBIT A

To Intellectual Property Assignment Agreement

VIRON – U.S. Trademark Registration No. 1,114,713 (trademark).

UTILITYVISION (Stylized) – U.S. Trademark Registration No. 2,634,095 (servicemark).



PILLSBURY WINTHROP LLP

50 FREMONT STREET SAN FRANCISCO, CA 94105-2228 415-983-1000 F: 415-983-1200
MAILING ADDRESS: P. O. BOX 7880 SAN FRANCISCO, CA 94120-7880

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Date: July 8, 2003

Must Be Sent By: ASAP

To: Trademark Assignment
Division

Fax No: (703) 306-5995

Company: USPTO

Phone No: (703) 308-9723

From: Stacy L. Brown

Phone No: (415) 983-1403

User No: 14342

C/M No: 091301/0000010

Comments:

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Additional number(s) attached Yes No

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Pillsbury Winthrop
P.O. Box 7880
San Francisco, CA 94120-7880
Street Address: 50 Fremont Street
City: San Francisco State: CA Zip: 94105

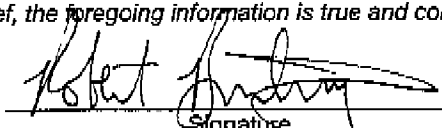
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Robert B. Burlingame  **July 8, 2003**
Name of Person Signing Signature Date

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