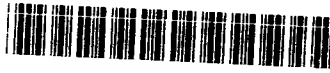


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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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102651821

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

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

1. Name of conveying party(ies):

Credit Lyonnais, New York Branch

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

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

2. Name and address of receiving party(ies)

Name: General Combustion

Internal

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

Street Address: 5201 N. Orange Blossom Trail

City: Orlando State: FL Zip: 32810

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- 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
- Security Agreement
- Other Termination & release of Sec Interest
- Merger
- Change of Name

Execution Date: August 1, 2003

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

A. Trademark Application No.(s)

Please see attached schedule

B. Trademark Registration No.(s)

Please see attached schedule

Additional number(s) attached  Yes  No

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

Name: Natalie Chandler

Internal Address: C/O Pachulski Stang

~~Ziehl Young Jones & Weintraub~~

Street Address: 10100 Santa Monica Blvd.

Suite 1100

City: LA State: CA Zip: 90067

6. Total number of applications and registrations involved:  9

7. Total fee (37 CFR 3.41): \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Natalie Chandler

Name of Person Signing

00000007 2227443

Signature

Date

Aug. 1, 2003

Total number of pages including cover sheet, attachments, and document:  6

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

08/08/2008 DBYRNE

01 FC:8521  
02 FC:8522

40.00  
200.00

Schedule 1

**GENERAL COMBUSTION CORPORATION  
TRADEMARKS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Genco	2,227,445	3/2/99
G Genco & Design	2,225,048	2/23/99
Ultraflame®	1,377,093	1/7/86
Hy-Way	2,156,663	5/12/98
Hy-Way Heatank (stylized)®	690,246	12/22/59; renewed 12/8/99
Hy-Way Hot Oil Heater	2,156,664	5/12/98
G Genco Hy-Way	2,213,849	12/29/98
Bio-Flame	2,252,524	6/15/99
Astrafame®	1,215,686	11/9/82

**TERMINATION AND RELEASE AGREEMENT**

**(TRADEMARK SECURITY AGREEMENT)**

Reference is hereby made to that certain Amended and Restated Subsidiary Trademark Security Agreement, dated as of December 31, 2001 (the "Trademark Security Agreement"), made by General Combustion Corporation (the "Pledgor"), in favor of Credit Lyonnais New York Branch, as Agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Senior Secured Credit Agreement, dated as of December 31, 2001. Capitalized terms used herein and not expressly defined shall have the meanings ascribed such terms in the Trademark Security Agreement.

**WHEREAS**, the Trademark Security Agreement was recorded by Agent on July 26, 2002, with the U.S. Department of Commerce, Patent and Trademark Office, as Filing No. 102169463, Reel No. 002521, frames 0738 through 0756; and

**WHEREAS**, the Trademark Security Agreement and the security interests created thereby in favor of the Agent, for itself and for the ratable benefit of the Lenders, have been terminated.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which the Agent hereby expressly acknowledges, the Agent, on its own behalf and on behalf of the Lenders, hereby conveys, transfers, assigns and sets over unto the Pledgor, all of the Agent's right, title and interest in and to all Collateral including, without limitation, all of the Trademarks listed on Schedule 1 attached hereto and incorporated herein by this reference. The foregoing conveyance shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Agent and the Pledgor.

The Agent represents and warrants that it has made no previous assignment, transfer or agreements in conflict with this Termination and Release Agreement or constituting a present or future assignment, transfer or encumbrance on any of the Collateral.

The Agent hereby acknowledges and agrees that it will execute and deliver to the Pledgor, at the Pledgor's sole cost and expense, such further documents and instruments as are necessary to evidence the release of the Agent's liens and the security interests created by the Patent Collateral Assignments with respect to the Collateral.

This Termination and Release Agreement shall be governed by and construed and enforced in accordance with the laws of New York, without regard to choice of law principles.

IN WITNESS WHEREOF, the Agent, on its own behalf of and on behalf of the Lenders, has executed this Termination and Release Agreement as of August 1<sup>st</sup>, 2003.

CREDIT LYONNAIS NEW YORK BRANCH,  
as Agent

By: Anne G Shean  
Name: Anne G. Shean  
Its: Vice-President

STATE OF NEW YORK )  
                                      ) ss.  
COUNTY OF NEW YORK )

On the 1<sup>st</sup> day of August in the year 2003, before me personally came Anne G Shean to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

DAPHNE C. CHEN  
Notary Public, State of New York  
No. 01CH6089089  
Qualified in New York County  
Commission Expires Mar. 17, 2007

Daphne Chen  
Notary Public

**SCHEDULE 1****TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
UNITED STATES		
Genco	2,227,445	3/2/99
G Genco & Design	2,225,048	2/23/99
Ultraflame ®	1,377,093	1/7/86
Hy-Way	2,156,663	5/12/98
Hy-Way Heatank (stylized) ®	690,246	12/22/59; renewed 12/8/99
Hy-Way Hot Oil Heater	2,156,664	5/12/98
G Genco Hy-Way	2,213,849	12/29/98
Bio-Flame	2,252,524	6/15/99
Astrafame®	1,215,686	11/9/82

<b>CANADA</b>		
Astrafame <sup>TM</sup>	504,082	11/16/98
Ultra II	507,054	1/26/99
General Combustion <sup>TM</sup>	511,329	4/29/99
H&B & Design <sup>TM</sup>	509,140	3/11/99
<b>SINGAPORE</b>		
Genco (word)	7611/97	6/26/97
Genco (word)	7614/97	6/26/97
General Combustion and design (flaming G with electrons)	7613/97	6/26/97
<b>AUSTRALIA</b>		
Genco (word)	736209	6/5/97
G Genco & Design (flaming G)	736206	6/5/97
General Combustion & Device (flaming G with electrons)	736207	6/5/97
<b>RUSSIA</b>		
General Combustion & design (flaming G with encircling electrons)	173917	4/7/99