

REC

12-17-2003

SHEET

U.S. DEPARTMENT OF  
Patent and Trademark

Tab settings



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To the Honorable Commissioner of Pat

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Heller Financial, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation DE
- Other

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

3. Nature of conveyance:

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

Execution Date: December 8, 2003

2. Name and address of receiving party(ies)

Name: Tomah Products, Inc.

Internal Address:

Street Address : 337 Vincent Street, P.O. Box 388

City: Milton State: WI 53563

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation State DE

Other

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or trademark

A. Trademark Application No.(s)  
- NONE -

B. Trademark Registration  
1,607,906

Additional numbers attached? NO

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

Name: Rebecca L. Ramstrom

Internal Address: 16<sup>th</sup> Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations

1

7. Total fee (37 CFR) \$ 40.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

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

2/17/2003 LMUeller 00000008 1607906

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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 of the original document.

Rebecca L. Ramstrom

Name of Person

*Rebecca L. Ramstrom*  
Signature

12/10/03

Total number of pages including cover sheet, attachments, and

5

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

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL  
PROPERTY AND ASSIGNMENT**

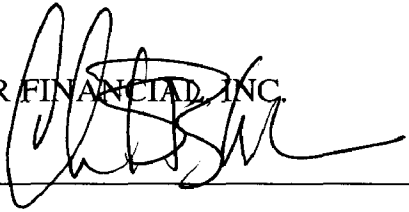
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Heller Financial, Inc. ("Heller") agrees as follows:

Heller hereby releases any and all rights that it holds or might hold, including its security interest, in and to the intellectual property which was the subject of the "Assignment for Security of Patents, Trademarks and Copyrights" executed by Tomah Products, Inc. in favor of Heller and recorded with the United States Patent and Trademark Office on August 20, 1999 at Reel 010175 and Frame 0497, including without limitation the patents and patent applications listed on attached Schedule A, the copyrights listed on attached Schedule B, the trademarks listed on attached Schedule C and any and all rights pertaining thereto (collectively the "Intellectual Property").

Heller hereby reassigns to Tomah Products, Inc. any and all rights that it may have in any of the Intellectual Property, retaining no rights whatsoever therein.

Dated: December 8, 2003

HELLER FINANCIAL INC.


By: 

Name: Chad S. Blakeman  
Duly Authorized Signatory

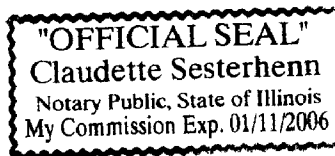
Title: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY AND ASSIGNMENT was executed and acknowledged before me this 8 day of December, 2003 by CHAD S. BLAKEMAN, personally known to me to be the AUTHORIZED SIGNAR of Heller Financial, Inc., a Delaware Corporation, on behalf of the corporation.

  
Notary Public

My Commission Expires:  
January 11, 2006



# SCHEDULE A

## PATENTS

<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Related Foreign Patents</u>
4,759,799	07/26/88	1,304,200 (Canada)
5,362,314	11/08/94	
5,224,990	07/06/93	
5,407,080	04/18/95	
5,391,325	02/21/95	Pat. No. 2,172,148 (Canada)
5,719,118	02/17/98	
5,763,379	06/09/98	App. No. 97923588.4 (EPO) Pat. No. 0897421 (UK) Belgium (Registration No. pending) Germany (Registration No. pending) Pat. No. 2,211,011 (Canada)
5,618,340	04/08/97	
5,622,554	04/22/97	
5,730,791	03/24/98	
5,972,875	10/26/99	
5,981,458	11/09/99	
6,080,713	06/27/00	App. No. 2,278,788 (Canada)
6,146,427	11/14/00	
6,169,064	01/02/01	Pat. No. 213,429 (Mexico) App. No. 2,301,146 (Canada) App. No. 2,306,240 (Canada)
6,191,099	02/20/01	
6,221,822	04/24/01	

## PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Filing Date</u>	<u>Related Patent Applications</u>
PCT/US00/32226 <sup>1</sup>	11/22/00	App. No. 10/130,854 (U.S.) App. No. 1927901 (Australia) App. No. 2,393,157 (Canada) App. No. 1246894 (EPO) App. No. 20010540220T (Japan)
10/424,119 (US)	04/25/03	

<sup>1</sup>Tomah Products, Inc. co-owns U.S. Patent Application 10/130,854 (the "Application") and the related foreign patent applications listed on this Schedule A with International Fuel Technology, Inc. ("IFT") pursuant to an Amended and Restated Agreement dated as of November 28, 2001. Each party has granted to the other certain rights under the Amended and Restated Agreement, and Products has granted to IFT a royalty free, exclusive, worldwide license to make, have made, use, sell or offer for sale any products or methods covered by the Application. Products has also agreed that it will not grant, convey, license, alienate, sublicense or assign any rights to or under the Application without IFT's prior written approval.

**SCHEDULE B**

COPYRIGHT REGISTRATIONS

Registration No.

Date Issued

NONE

COPYRIGHT APPLICATIONS

Copyright Description

Filing Date

NONE

## SCHEDULE C

### U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date Issued</u>
TOMAH	1,607,906	11/13/89
TOMADOL	2,519,244	12/18/01

### UNREGISTERED U.S. TRADEMARKS

TOMADYNE

### FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date Issued</u>
TOMAH	Australia	517923	08/24/1992
TOMAH	Austria	161249	12/04/1995
TOMAH	Benelux	577782	06/31/1996
TOMAH	Canada	379275	02/01/1991
TOMAH	Denmark	VR02869/1991	05/17/1991
TOMAH	Finland	134326	09/20/1994
TOMAH	France	95588032	02/23/1996
TOMAH	Germany	39537427	05/05/1996
TOMAH	Greece	95338	10/19/1992
TOMAH	Hong Kong	1664/1991	09/12/1989
TOMAH	India	611436 (Application No.)	
TOMAH	Indonesia	329708	08/09/1996
TOMAH	Italy	730451	10/16/1997
TOMAH	Japan	2477578	11/30/1992
TOMAH	Kuwait	25452	04/14/1999
TOMAH	Malaysia	89/06349	10/21/1994
TOMAH	Mexico	447184	11/24/1993
TOMAH	New Zealand	197158	10/31/1989
TOMAH	New Zealand	195622	08/22/1989
TOMAH	Norway	147203	10/10/1991
TOMAH	Singapore	5796/89	09/04/1989
TOMAH	Sweden	230208	02/14/1992
TOMAH	Switzerland	374005	08/24/1989
TOMAH	Taiwan	481410	04/16/1990
TOMAH	United Kingdom	1395361	08/18/1989