

09-08-2004

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102831749

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

RJM Corporation

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

Citizenship (see guidelines)

Execution Date(s) August 11, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Combustion Components Associates, Inc.

Internal

Address:

Street Address: 884 Main Street

City: Hartford

State: CT

Country: USA Zip: 06082

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Connecticut

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Please see Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s)

Please see Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see Schedule A attached hereto and made a part hereof.

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

Name: J. Cory Nielsen

Internal Address: Tyler Cooper & Alcorn, LLP

09/07/2004 MGETACHE 00000099 78288029

01 FC: 45.00
02 FC: 35.00
Sheet Address: 40.00 DP
150.00 DP

185 Asylum Street, CityPlace I/35th Floor

City: Hartford

State: CT Zip: 06103

Phone Number: (860) 725-6200

Fax Number: (860) 278-3802

Email Address: cnielsen@tylercooper.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Sept. 1, 2004

Date

J. Cory Nielsen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

	A. Trademark Serial Number	B. Trademark Registration Number
1.		2840574
2.		2750788
3.	78/288,029	
4.	78/288,032	
5.	78/288,043	
6.	78/288,048	
7.	78/292,679	

I. PROMISE TO PAY.

FOR VALUE RECEIVED, the undersigned, **RJM CORPORATION**, a corporation organized and existing under the laws of the State of Connecticut with its principal office located at 101 Merritt Seven, Norwalk, Connecticut 06851 (the "Borrower"), hereby promises to pay to the order of **COMBUSTION COMPONENTS ASSOCIATES, INC.**, a Connecticut Corporation with its principal office located at 884 Main Street, Monroe, Connecticut 06468 (the "Lender") the principal sum of Five Hundred Seventy Six Thousand Seven Hundred Twenty & 12/100 Dollars (\$576,720.12), together with interest thereon, as set forth below.

II. INTEREST.

Interest shall accrue on outstanding principal balance hereunder from the date hereof and shall be adjusted quarterly to equal the "Prime Rate", as published in the *Wall Street Journal*, plus one-half (1/2) a percentage point. Interest shall be computed daily on the basis of a 360-day year and shall be payable at the rate set forth herein until all such sums due hereunder are fully paid, whether before or after maturity, by acceleration or otherwise, and whether or not any judgment has been rendered thereon.

III. REPAYMENT TERMS.

(1) **SCHEDULED PAYMENTS.** The outstanding principal balance hereunder together with interest and other charges and fees shall be paid in accordance with the repayment schedule attached hereto as Schedule A. Any amounts owed hereunder, if not sooner paid, shall be deemed to be due and payable on December 1, 2004.

(2) **PAYMENT FORM AND LOCATION.** All principal, interest, fees, and costs hereunder shall be payable in immediately available funds to the Lender at the address first set forth above, or at such other address as the Lender designates.

(3) **APPLICATION OF PAYMENTS.** Payments received by the Lender hereunder (including any prepayments) shall be applied first to any interest that is due and payable hereunder, then to late charges, if any, and finally to principal. The Lender reserves the right, at its sole option, to apply a payment to any other charges or expenses owed hereunder; however, any delay or failure to apply payments to such charges or expenses on one or more occasions shall not constitute a waiver of this right with respect to any charge or expense.

(4) **PREPAYMENT.** In addition to the prepayment of principal and interest required under Schedule A attached hereto, the Borrower may repay the principal balance in whole or in part at any time without penalty.

IV. GRANT OF SECURITY INTEREST.

To secure payment of all of the Borrower's indebtedness, obligations, and liabilities to the Lender arising hereunder (the "Obligations"), the Borrower hereby pledges and grants to the Lender a security interest in the property of the Borrower set forth on the attached Schedule B-1, Schedule B-2, and Schedule B-3, in each case whether now or hereafter existing or arising or in which the Borrower now has or hereafter owns, acquires, or develops an

interest, wherever such property is or may be located (the "Collateral").

V. WARRANTIES AND COVENANTS.

The Borrower hereby warrants and covenants that:

(a) The Borrower is a corporation duly organized and in good standing under the laws of the State of Connecticut and has all requisite legal authority and has obtained all necessary resolutions, authorizations, and consents, to enter into and bind itself in accordance with the terms and provisions hereof. The Borrower's exact legal name and legal address are set forth in Section I above. Without the prior written consent of the Lender, the Borrower will not change its name or state of incorporation.

(b) Any certificate or other document evidencing the Lender's security interest in the Collateral and any financing statement, recordation with the United States Patent and Trademark Office ("USPTO"), or other document necessary to perfect the Lender's security interest in the Collateral has been and/or will be delivered to the Lender as of the date hereof and shall be held or controlled by the Lender until all of the Obligations have been paid in full.

(c) Subject only the exceptions expressly referenced in Paragraph V(e) herein, the Borrower owns the Collateral free from any adverse lien, security interest, or encumbrance, and Borrower shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. There are no restrictions on the transfer of any of the Collateral, by pledge or otherwise. So long as the Obligations remain outstanding, Borrower shall not sell, assign, transfer, hypothecate, pledge, or in any manner whatsoever encumber the Collateral or any portion thereof.

(d) Subject only the exceptions expressly referenced herein, no financing statement covering all or any part of the Collateral is on file in any public office. The Borrower hereby authorizes the Lender to file one or more financing statements or recordations without the Borrower's signature in any jurisdiction deemed reasonable or necessary by the Lender to perfect the security interests granted hereunder. The Borrower will pay the cost of filing the same in all public offices wherever filing or recording is deemed by the Lender to be necessary or desirable. A photocopy of this Agreement may be filed as a financing statement or recordation at the option of the Lender.

(e) The security interest granted to the Lender hereunder, and any perfection or priority related thereto, shall be subject only to the security interest granted by the Borrower to Fleet Bank, National Association or its assignees or successors as evidenced by original Connecticut UCC-1 financing statement No. 1054432, and subsequently assigned to Fleet National Bank and any other successor in interest.

(f) The list of patents and patent applications that is set forth on attached Schedule B-2 is a true, accurate, and complete list of all of the patents and patent applications owned, in whole or in part, by the Borrower.

(g) The list of trademarks and trademark applications

that is set forth on attached Schedule B-3 is a true, accurate, and complete list of all of the trademarks and trademark applications owned, in whole or in part, by the Borrower.

VI. BORROWER'S ADDITIONAL OBLIGATIONS.

Until such time as all amounts owed hereunder have been paid in full:

(a) The Borrower agrees that any distribution in kind or payment (except ordinary income derived in the ordinary course of the Borrower's business as currently conducted) received by the Borrower from any party for or on account of the Collateral shall be immediately delivered to the Lender in the form received with any required endorsement, to be held by the Lender as additional security for the payment and performance of the Obligations. The Borrower further agrees that any note, certificate, or other instrument executed and delivered to the Borrower by any party to evidence any obligation of such party with respect to the Collateral shall be immediately delivered with any required endorsement to the Lender. All such items shall be held by the Lender in accordance with the terms of this Agreement;

(b) The Borrower shall not declare or pay any dividends (in cash or otherwise) to its shareholders;

(c) On a continuing basis, the Borrower shall make, execute, acknowledge and deliver to the Lender and/or third parties designated by the Lender, all such instruments and documents, and shall take all such action as may be necessary or advisable or may be requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming, or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Borrower's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state office;

(d) If the Borrower shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent, patent application, or any reissue, division, or continuation of any patent, the provisions of this Agreement shall automatically apply thereto. The Borrower shall give prompt notice in writing to the Lender with respect to any such new patent rights. Without limiting the Borrower's obligations hereunder, the Borrower hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule B-2 to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule B-2 shall in any way affect, invalidate or detract from the Lender's continuing security interest in all of the Collateral; and

(e) If the Borrower shall obtain any rights to or interest in any trademark or trademark application not listed on Schedule B-3, the Borrower shall give prompt notice in writing to the Lender with respect to the same. Without limiting the Borrower's obligations hereunder, the Borrower hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule B-3 to include any such trademarks or trademark applications. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule B-3 shall in any way affect, invalidate or detract from the Lender's continuing security interest in all of the Collateral.

VII. DEFAULT.

The Borrower shall be in default hereunder upon the happening

of any of the following events or conditions (each, an "Event of Default" under this Agreement):

(a) Default by the Borrower with respect to payment of any of the Obligations;

(b) Default by the Borrower in the performance of or compliance with any term or covenant applicable to it contained herein;

(c) Any warranty, representation, or statement made or furnished to the Lender by or on behalf of Borrower proves to have been false in any material respect when made or furnished;

(d) The making of any levy, seizure or attachment thereof or thereon or if all or any part of the Collateral is subjected to a lien, encumbrance, or security interest (other than the security interest granted herein and any purchase money security interests granted to the Lender from time to time);

(e) Failure by the Borrower to protect the Collateral from theft, damage, or other loss, or failure by the Borrower to maintain the Collateral in good repair or otherwise in useful and valuable condition;

(f) Failure by the Borrower to keep the Collateral adequately insured to the reasonable satisfaction of the Lender against theft, damage, loss, or related liability;

(g) Dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws, by or against Borrower;

(h) Any foreclosure or repossession by another lender or creditor that in any way affects the Borrower or the Collateral;

(i) The sale, lease, transfer, or any other disposition of assets having an aggregate value of five percent (5%) or more of the greater of book value or fair market value of all of the Borrower's assets (calculated at the time of such disposition); or

(j) The sale, pledge, transfer or issuance of any equity securities, options, warrants, rights, or convertible securities of the Borrower.

VIII. REMEDIES UPON DEFAULT.

(1) Upon the occurrence of an Event of Default and at any time thereafter, the Lender may declare all Obligations secured hereby immediately due and payable and shall have all of the remedies of a secured party under the Uniform Commercial Code.

(2) Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, the Lender, with or without notice to the Borrower and without any demand whatsoever, may (a) transfer the Collateral into the name of the Lender or its nominee and, if applicable, vote any Collateral constituting securities; (b) sell at public or private sale any or all of the Collateral, which the Lender may purchase free from any right of redemption; or (c) at its discretion in its own name or in the name of the Borrower take any action for the collection of the Collateral, including the filing of a proof of claim in insolvency proceedings, and may receive the proceeds thereof and execute releases therefor. After deducting its expenses, including reasonable attorney's fees, incurred in the sale or

collection of the Collateral, the Lender shall apply the proceeds to the Obligations and shall account to the Borrower for any surplus. The Borrower agrees that the Lender has no obligation to sell or otherwise liquidate the Collateral in any particular order or to apply the proceeds thereof to any particular portion of the Obligations.

IX. POWER OF ATTORNEY.

The Borrower hereby irrevocably constitutes and appoints the Lender the true and lawful attorney-in-fact for and on behalf of the Borrower with full power of substitution and revocation in its own name or in the name of the Borrower to make, execute, deliver and record any and all financing statements, continuation statements, recordations, assignments, proofs of claim, powers of attorney, discharges or other instruments or agreements which the Lender in its sole discretion may deem necessary or advisable to perfect, preserve, enforce or protect the security interest granted hereunder and its interest in the Collateral and to carry out the purposes hereby contemplated, including but without limiting the generality of the foregoing, any and all proofs of claim in bankruptcy or other insolvency proceedings of the Borrower, with the right to collect and apply to the Obligations all distributions and/or dividends made on account of the Collateral. The rights and powers conferred on the Lender by the Borrower are expressly declared to be coupled with an interest and shall be irrevocable until all the Obligations are paid and performed in full.

X. CERTAIN RIGHTS AND DUTIES OF THE LENDER.

The Borrower acknowledges that the Lender has no duty of any type with respect to the Collateral. Prior to the occurrence of any Event of Default under this Agreement, the Lender's rights with respect to the Collateral shall be limited to the Lender's rights as a secured party and pledge and the right to perfect its security interest, preserve, enforce, and protect the lien granted hereunder and its interest in the Collateral.

XI. GENERAL.

(a) **INFORMATION REGARDING BORROWER AND PLEDGED COLLATERAL.** The Borrower understands and agrees that the condition of and circumstances surrounding the Collateral and the Borrower's financial condition are of material and continuing importance to Lender. Accordingly, the Borrower hereby agrees to promptly provide Lender with such information may be requested from time to time (including, if requested, information pertaining to any Collateral and the Borrower's financial condition). All such information shall be in form, scope and detail acceptable to Lender, and, if Lender so requests, will be reviewed, compiled or audited by persons or firms reasonably acceptable to Lender (all at the Borrower's expense).

(b) **GIVING OF NOTICES.** Unless the law requires a different method, any notice that must be given to the Borrower or the Lender under this Agreement will be given by hand delivery, or by mailing it by first class mail, to the applicable address first set forth above. Notices may be mailed or delivered to the Borrower or the Lender at a different address if such party gives the other party a notice of that different address.

(c) **CONNECTICUT LAW.** This Agreement shall be governed by the laws of the State of Connecticut without regard to any conflict of laws provision that might require the application of any other law.

(d) **SEVERABILITY.** If any part of this Agreement is found to be invalid, illegal or unenforceable by a court, the other

parts of this Agreement will stay valid and enforceable and will be read as if the invalid or unenforceable part had not been included.

(e) **CAPTIONS.** The headings of the various sections, subsections and paragraphs of this Agreement are included for convenient reference only, and shall not be included in the interpretation of this Agreement.

(f) **BINDING EFFECT.** This Agreement shall be binding upon the Borrower and the Borrower's successors and assigns (or, if applicable, executors and heirs). This Subsection IX(f) shall not, however, be construed as permitting the Borrower to assign the Borrower's rights and/or responsibilities under this Agreement. The Borrower understands and agrees that such an assignment is prohibited. Lender is permitted to assign its rights and benefits under this Agreement with or without advance notice to the Borrower.

(g) **MODIFICATIONS.** This Agreement may be amended only by a written agreement signed by the Borrower and Lender.

(h) **NO WAIVER.** Neither failure or delay on Lender's part to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

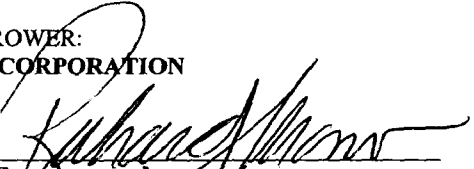
(i) **WAIVER OF NOTICE, HEARING AND BOND FOR PREJUDGMENT REMEDY.** THE BORROWER HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR BY OTHER APPLICABLE LAW, HEREBY WAIVES (A) ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH ANY HOLDER OF THIS AGREEMENT MAY BECOME ENTITLED BY VIRTUE OF ANY DEFAULT UNDER A PROVISION OF THIS AGREEMENT OR UNDER ANY OTHER AGREEMENT RELATED TO THIS AGREEMENT, AND (B) ALL RIGHTS TO REQUEST THAT THE HOLDER OF THIS AGREEMENT POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT THE BORROWER OR ANY OTHER PERSON OR ENTITY LIABLE UNDER THIS AGREEMENT AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THE HOLDER OF THIS AGREEMENT BY VIRTUE OF ANY DEFAULT UNDER THE PROVISIONS OF THIS AGREEMENT OR UNDER ANY SECURITY AGREEMENT RELATED TO THIS AGREEMENT, AND THE BORROWER HEREBY CONSENTS TO THE ISSUANCE OF ANY SUCH PREJUDGMENT REMEDY WITHOUT SUCH A BOND.

(j) **WAIVER OF JURY TRIAL.** THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND OR CLARIFY ANY RIGHT, POWER, REMEDY OR DEFENSE ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREIN, WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, OR WITH RESPECT TO ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY; AND THE BORROWER FURTHER AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL

BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY. THE BORROWER FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY SUCH LITIGATION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LITIGATION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. FURTHER, THE BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE LENDER, NOR THE LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER PROVISION. THE BORROWER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL INDUCEMENT TO THE LENDER'S DECISION TO ENTER INTO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.


(k) **SERVICE OF PROCESS.** THE BORROWER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF CONNECTICUT AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON THE BORROWER, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY SERVICE UPON COUNSEL TO THE BORROWER, KERRY M. WISSER, ESQUIRE, AND SERVICE SO MADE SHALL BE DEEMED TO BE SERVICE UPON THE BORROWER.

IN WITNESS OF ITS ENTERING INTO THIS AGREEMENT, THE BORROWER HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVE AS OF THE DATE FIRST SET FORTH ABOVE.

BORROWER:
RJM CORPORATION
BY: 
NAME: Richard J. Monro
ITS: President

STATE OF CONNECTICUT)
)ss.
COUNTY OF Fairfield)

On this 12th day of August, 2004, before me, the undersigned officer, personally appeared Richard J. Monro PRESIDENT of RJM Corporation, a Connecticut corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of said corporation.


Commissioner of Superior Court
Notary Public
My Commission Expires: 9/30/04

SCHEDULE A

Principal Repayment Schedule

The outstanding principal balance shall be paid as follows:

August 20, 2004	-	\$ 10,000 plus interest
September 30, 2004	-	\$ 10,000 plus interest
October 31, 2004	-	\$ 20,000 plus interest
November 13, 2004	-	\$ 260,000 plus interest
December 1, 2004	-	remaining unpaid balance

In the event that the Borrower receives a contribution to its equity capital (or any similar investment) in an amount equal to or greater than \$1,000,000.00 (whether in one lump sum or in installments) at any time during which any amounts owed under this Agreement are outstanding, the Borrower shall pay to the Lender all amounts owing hereunder within ten (10) days of the Borrower's receipt of such contribution or investment.

SCHEDULE B-1

Collateral

1. All machinery, equipment, fixtures, appliances, and furniture;
2. All inventory now or hereafter acquired, and any and all products or proceeds thereof;
3. All accounts, contract rights, and accounts receivable, and all proceeds thereof and all returned or repossessed goods arising from or relating to any of said accounts or rights;
4. All general intangibles, including without limitation, any and all patents (as more particularly described below and in attached **Schedule B-2**), trademarks (as more particularly described below and in attached **Schedule B-3**), copyrights, and any and all applications or registrations of the same and all rights to any and all trade names, brand names, logos, websites, internet domain names, marketing and promotional materials, customer and supplier information, reference lists, and project performance data;
5. All chattel paper and other documents;
6. All patents and patent applications, domestic or foreign, including without limitation, the patents and patent applications described in attached **Schedule B-2**, all licenses relating to any of the foregoing, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto, and all reissues, divisions, continuations or continuations-in-part, renewals, extensions, and derivations thereof, any and all goodwill associated therewith, and any and all proceeds, including license royalties, rights to payment, accounts and proceeds of infringement suits arising therefrom;
7. All state (including common law), federal, and foreign trademarks or service marks and any and all applications for registration of the same (but excluding any application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark, or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark, or other mark), including without limitation, the marks, names, and applications described in attached **Schedule B-3**, all licenses relating to any of the foregoing, all rights to sue for past, present or future infringement or unauthorized use thereof, all rights arising therefrom and pertaining thereto, all reissues, extensions and renewals thereof, any and all goodwill associated therewith, and all proceeds, including license royalties, rights to payment, accounts and proceeds of infringement suits arising therefrom;
8. All additions and substitutions of any and all of the above, and to the extent not otherwise included, all payments under insurance, whether or not the Lender is the loss payee thereof, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the same.

RJM CORPORATION PATENTS AND PATENT APPLICATIONS

Title	Application Number	Filing Date	Patent Number	Issue Date
Heat Generator	06/906,524	September 12, 1986	4,903,756	February 27, 1990
Heat Generator	07/440,852	November 22, 1989	5,044,424	September 3, 1991
Method and Apparatus for Burning Solid Fuel	07/063,536	June 18, 1987	4,776,289	October 11, 1988
Flame Stabilizer for Solid Fuel Burner	07/785,744	October 31, 1991	5,131,334	July 21, 1992
Flame Stabilizer for Solid Fuel Burner	07/909,042	July 6, 1992	5,365,865	November 22, 1994
Internal Air and/or Fuel Staged Controller	08/144,230	October 27, 1993	5,415,114	May 16, 1995
Fuel Atomizer and Apparatus and Method for Reducing NOx	08/421,836	April 13, 1995	5,622,489	April 22, 1997
Reducing Nitrogen Oxides Using Spatially Selective Cooling	08/664,679	June 17, 1996	5,690,039	November 25, 1997
Coal Balancing Damper	09/657,723	September 8, 2000	6,481,361	November 19, 2002
Coal Balancing Damper	60/153,152	September 9, 1999		
Combustion Process with a Preferential Injection	60/413,726	September 26, 2002		
Combustion Process with a Preferential Injection	10/644,840	September 18, 2003		
Fuel Staging Methods for Low NOx Tangential Fired Boilers	10/346,009	January 16, 2003		
System for Pollutant Reduction in a Boiler	60/416,681	October 7, 2002		
System and Method for Pollutant Reduction in a Boiler	10/680,354	October 7, 2003		
Multifunctional Reactor for Control of Multipollutant Air	60/488,021	July 17, 2003		
Multifunctional Reactor for Control of Multipollutant Air	10/894,147	July 19, 2004		
Adjustable Angle Urea Injector	60/585,675	July 6, 2004		
Acquired Patents				
Semidry removal of SO2 in circulating reactor	588,567	June 7, 2000	6,444,184	September 3, 2002
Rapid absorption process/flash drying system	588,567	June 7, 2000	6,444,184	September 3, 2002
Semi-dry (spray or wheel) absorption process system	588,567	June 7, 2000	6,444,184	September 3, 2002
Pulse Baghouse (including, without limitation, high and medium pressure, 3 to 8 meter length)	588,567	June 7, 2000	6,444,184	September 3, 2002
Wet Absorber (including, without limitation, spray and packed tower designs)	588,567	June 7, 2000	6,444,184	September 3, 2002
Electric Arc Furnace (sizing of gas volume and cooling process)	588,567	June 7, 2000	6,444,184	September 3, 2002
AOD Furnace (sizing of gas volume and cooling process)	588,567	June 7, 2000	6,444,184	September 3, 2002
Canopy Hood (sizing of required volumes)	588,567	June 7, 2000	6,444,184	September 3, 2002
Volume Conversions from Gas Compositions (including conversion and sizing of design volume)	588,567	June 7, 2000	6,444,184	September 3, 2002
Boiler Calculations from Fuel Composition (including R-AP and NOx equipment sizing)	588,567	June 7, 2000	6,444,184	September 3, 2002
Reverse Gas Baghouse (including, without limitation, open and closed, 8 inch and 12 inch)	588,567	June 7, 2000	6,444,184	September 3, 2002

SCHEDULE B-3

RJM CORPORATION TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	IC	Serial Number	Filing Date	Registration Number	Registration Date
RJM and Design	007	76/031,464	April 20, 2000	2840574	May 11, 2004
RJM ARIS TECHNOLOGY (Stylized)	009	76/031,465	April 20, 2000	2750788	August 12, 2003
RJM-BEAUMONT	007	78/288,029	August 15, 2003		
FLASH DRYING TECHNOLOGY	037	78/288,032	August 15, 2003		
RAPID ABSORPTION PROCESS	037	78/288,043	August 15, 2003		
DRY ABSORPTION PROCESS	037	78/288,048	August 15, 2003		
RJM-LT	007	78/292,679	August 27, 2003		
RJM-AC					
ELECTRO PULSE					

