

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

### 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):

Nitrotec Corporation

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

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

3. Nature of conveyance:

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

Execution Date: 12/23/2004

2. Name and address of receiving party(ies)

Name: CMS Gas Transmission Company

Internal

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

Street Address: One Energy Plaza

City: Jackson State: MI Zip: 49201

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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

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

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) 1,332,901,  
1,332,904, and 1,734,524

Additional number(s) attached  Yes  No

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

Name: Paul Grandinetti

Internal Address: Levy & Grandinetti

Street Address: Suite 408

1725 K Street, N.W.

City: Washington State: DC Zip: 20006-1419

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12-1210

DO NOT USE THIS SPACE

9. Signature.

Paul Grandinetti

Name of Person Signing

Signature

4/24/05

Date

9

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

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

CH \$90.00 121210 1332901

December 21, 2004

Nitrotec Corporation Attention: President 500 Fifth Avenue New York, New York 10110-4898	Nitrotec Energy Corporation Attention: President 500 Fifth Avenue New York, New York 10110-4898
HiCon Gas Producer, Inc. Attention: President 500 Fifth Avenue New York, New York 10110-4898	Liboc, Inc. Attention: President 500 Fifth Avenue New York, New York 10110-4898
Nitrotec Helium Corporation Attention: President 500 Fifth Avenue New York, New York 10110-4898	Each of the persons named on Exhibit A to this Letter

Re: Proposal to Accept Collateral in Partial Satisfaction

Ladies and Gentlemen:

Reference is hereby made to that certain Forbearance Agreement dated as of April 20, 2000, as amended and the Forbearance Letter Agreement as of June 24, 2002, among CMS Gas Transmission and Storage Company, now known as CMS Gas Transmission Company, Nitrotec Corporation, Nitrotec Energy Corporation, HiCon Gas Producer, Inc., Liboc, Inc. and Nitrotec Helium Corporation, as amended (the "Forbearance Agreement"). Capitalized terms used but not otherwise defined herein shall have the respective meanings accorded such terms in the Forbearance Agreement.

Each of the Obligors has acknowledged that various defaults exist under the Loan Documents and that Lender is entitled to pursue remedies under the Forbearance Agreement and such Loan Documents as a result of such defaults. Each of the Obligors also acknowledges and agrees that the Collateral shall include the property described as the "Technology Collateral" on Exhibit B to this letter (the "Technology Collateral"). Certain obligations (the "Relevant Obligations") owed to Lender under the Forbearance Agreement and the Loan Documents are secured by security interests in favor of Lender in the Technology Collateral.

Lender hereby proposes to accept a transfer of all of the Borrower's rights in the Technology Collateral in partial satisfaction of the Relevant Obligations pursuant to and in accordance with Sections 9-620, 9-621 and 9-622 of the Uniform Commercial Code. If this proposal is accepted by the Borrower, and no objection to this proposal is timely received from the other Obligors, any of the persons listed on Exhibit A to this letter, or from any other person entitled to object by virtue of having an interest in the Technology Collateral subordinate to the security interest of the Lender therein, the

Relevant Obligations will be partially satisfied to the extent, and reduced in the amount, of One Million Five Hundred Thousand Dollars (\$1,500,000). The remaining balance of such Relevant Obligations shall remain due and owing.

By its acceptance of the foregoing proposal, the Borrower will agree to provide Lender with such documents and instruments as are reasonably requested by Lender to evidence and effectuate the transfer by the Borrower to the Lender all of the Borrower's rights in the Technology Collateral, including instruments of assignment in form suitable for filing with the United States Patent and Trademark Office.

The Borrower is requested to acknowledge its acceptance and agreement to the foregoing proposal by executing and returning the enclosed duplicate original of this letter. Other recipients of this letter are advised to consider the exercise of their right, if any, to object to said proposal under the Uniform Commercial Code.

Sincerely yours,

CMS GAS TRANSMISSION COMPANY

By: Sharon A. Millroy  
Its Vice President; General Counsel

Accepted and agreed to this 23 day of December, 2004.

NITROTEC CORPORATION

By: R. Shurin  
Its law

cc: Moses & Singer LLP  
Attention: Arthur M. Schneck, P.C.  
1301 Avenue of the Americas  
New York, New York 10019

## EXHIBIT A TO PROPOSAL LETTER

NYC Department of Finance  
25 Elm Place  
Brooklyn, NY 11201

Dresser, Inc.  
11<sup>th</sup> Floor, Millennium I  
15455 Dallas Parkway  
Addison, TX 75001

Morgan Stanley & Co. Inc.  
1585 Broadway  
New York, NY 10036

Nitrotec Helium Corporation  
515 E. 72<sup>nd</sup> St  
New York, NY 10021

Libco, Inc.  
515 E. 72<sup>nd</sup> St  
New York, NY 10021

HiCon Gas Producer, Inc.  
515 E. 72<sup>nd</sup> St  
New York, NY 10021

Nitrotec Energy Corporation  
515 E. 72<sup>nd</sup> St  
New York, NY 10021

Nitrotec Corporation  
515 E. 72<sup>nd</sup> St  
New York, NY 10021

**EXHIBIT B TO PROPOSAL LETTER**

**TECHNOLOGY COLLATERAL**

The property described on the following pages is the "Technology Collateral" referred to in the letter to which this Exhibit B is attached.

**EXHIBIT B**  
**TECHNOLOGY COLLATERAL**

1. Nitrotec's proprietary gas separation processes and know-how related to such processes, together with all goodwill related thereto, including but not limited to the following, together with all inventions, improvements, and business developments, prospects and opportunities related thereto, to the extent same is owned by Nitrotec:

- Nitrogen generation from ambient air
- Oxygen enhancement
- Nitrogen rejection from natural gas
- Helium recovery
- Carbon dioxide rejection from natural gas
- Coal bed methane recovery
- Crude helium enrichment
- Landfill gas treatment
- Industrial gas recovery
- Gasoline vapor recovery
- Hydrogen generation from gas mixtures.

2. Nitrotec's US Patents:

**5,536,300     Natural Gas Enrichment Process – July 1996**

A PSA process for N<sub>2</sub> Rejection from natural gas, including a unique recycle step which results in high product purity and recovery.

**5,542,966     Helium Recovery – August 1996**

A PSA process for extracting high purity helium from dilute sources, such as low BTU wellhead gas.

**5,632,803     Enhanced Helium Recovery – May 1997**

A hybrid membrane/PSA process for extracting high purity helium from dilute sources.

**5,707,425 Helium Recovery from Higher Helium Content Streams -- Jan. 1998**

A PSA process for extracting high purity helium from crude helium streams with a high helium recovery.

**5,792,239 Separation of Gases by Pressure Swing Adsorption -- August 1998**

A modification of Nitrotec's NRU PSA process which includes a pressure equalization step resulting in lower power requirements.

**5,906,673 Pressure Swing System with Auxiliary Adsorbent Bed -- May 1999**

A PSA process for rejecting CO<sub>2</sub> from natural gas, utilizing a secondary bed to produce higher product recoveries.

**6,478,849 Vapor Recovery System for Fuel Storage Tank -- November 2002**

**(Jointly with Dresser Industries)**

3. Nitrotec's Patent Applications

- Gasoline vapor recovery unit
- Compact hydrogen dispenser
- Method for power generation utilizing low BTU gas
- Process for simultaneous nitrogen rejection and helium recovery
- Helium Recycler

4. All international and foreign equivalents of the patents and applications listed in 2 and 3 and above.

5. All continuations, continuations-in part, reissues, renewals, registrations and reexaminations of the patents and applications referred to in 2, 3 and 4 above.

6. All patents issuing from any applications referred to or specified in 3, 4 and 5 above.

7. All continuations, continuations-in part, reissues, renewals, registrations and reexaminations of the patents and specifications specified in 5 and 6 above.

8. All US, international and foreign copyrights, copyright registrations, mask works, mask work registrations, and applications therefor, and all other corresponding rights thereto throughout the world in and to the Technology as defined herein.

9. All trade secrets, "know how" including, but not limited to, inventions (whether patentable or not), information, data, knowledge, manuals and other material embodying, representing, used in connection with and/or constituting all or part of the Technology.
10. All US, international and foreign trademarks, service marks, trade names, trade dress, domain names, and all registrations and applications therefor, and the good will of the business symbolized by them throughout the world, including but not limited to, the following U.S. trademarks registrations:
  - US Reg. No. 1,332,901
  - US Reg. No. 1,332,904
  - US Reg. No. 1,734,524
11. Any other proprietary rights anywhere in the world similar to those described herein, including, without limitation, rights in computer programs related to the Technology, including data and codes which make up and/or are used in the Technology, including as used in the programmable logic controllers (PLCs) used in the operation of the Technology or equipment utilizing all or part of the Technology.
12. All business developments, opportunities and prospects relating to any of the foregoing.
13. All rights and remedies of Nitrotec and Non-Cryo Nitrogen, Inc. pursuant to the agreements set forth as items 1 through 6 on Schedule 1 to Exhibit B, annexed hereto.
14. Old PSA pilot plant – built circa 1992 – presently located at Gaylord, Michigan.

The foregoing are subject to rights and licenses granted by Nitrotec as set forth on Schedule 1 to Exhibit B, annexed hereto.



**Schedule 1  
to  
Exhibit B**

**Rights and Licenses Granted by Nitrotec**

1. Rights of Whatman, Inc. pursuant to Asset Purchase Agreement dated December 16, 1997 and Non-Competition Agreement License Agreements dated December 22, 1997.
2. Rights of Newpoint Gas Services L.P. pursuant to a Limited Technology License and Agreement with Nitrotec Energy Corporation dated November 7, 2000.
3. Rights of Medicine Mound Gas Plant, Ltd. pursuant to a Limited Technology License and Agreement with Nitrotec Helium Corporation and Nitrotec Energy Corporation dated February 28, 2001.
4. Rights of Inter-American pursuant to Agreement with Nitrotec Helium Corporation dated December 4, 2001.
5. Rights of purchasers to use technology embodied in agreements relating to plants and equipment sold. Sales were made by Non-Cryo Nitrogen, Inc. and by Nitrotec Helium Corporation (Lookout Plant to BOC Gas and Archer Plant to Colorado Interstate Gas)
6. Certain exclusivity rights granted to BOC Gas pursuant to agreements dated July 31, 1992.
7. Rights granted to CMS Gas Transmission Company pursuant to Technology License dated June 25, 1997, and License Agreement dated April 28, 2000 (Terminated pursuant to this Agreement).