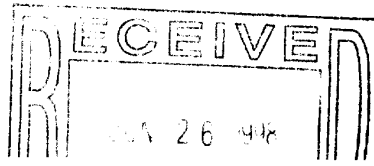


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IN THE UNITED STATES

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Assignor:	Nalco Fuel Tech
Application No.: 75/238,379	Filing Date: February 17, 1997
Trademark:	FUEL CHEM and Design

Box Assignment
Assistant Commissioner for Patents
Washington, DC 20231

Assignment Recordation Form Cover Sheet

Dear Sir:

Please record the attached original document.

1. Name of conveying party. NALCO FUEL TECH.
2. Name and Address of Receiving Party. FUEL TECH, INC., 1001 Frontenac Road, Naperville, IL 60566-7031.
3. Nature of Conveyance: Assignment of Partnership Interest.
Execution Date: June 24, 1998.
4. Name and Address of Party to Whom Correspondence Concerning Document should be mailed.

Thaddius J. Carvis, Registration No., 26,110
Attorney for Applicant
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

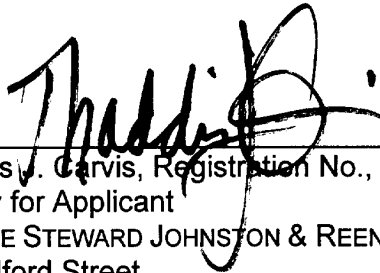
<u>Mailing Certificate:</u> I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as <i>First Class Mail</i> in an envelope addressed to: Box Assignment, Assistant Commissioner for Patents, Washington, DC 20231.	
June 24, 1998	 Vicki Williams

TRADEMARK
REEL: 1748 FRAME: 0654

07/08/1998 DCORITES 00000064 75238379 40.00 0P
01 FC:481

5. Application Number: Application Serial No. 75/238,379 filed February 17, 1997.
6. Total Number of Applications Involved: 1.
7. Total Fee (37 CFR 3.41). \$40.00 due.
8. Authorization to Charge Deposit Account. The Commissioner is hereby authorized to charge any additional fees due by this paper and during the entire pendency of this Application to Account No. 19-4516.
9. Statement and Signature. Total number of pages including cover sheet, attachments and document are 4. To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted herewith is a true copy of the original document.

Respectfully submitted,



Thaddius J. Carvis, Registration No., 26,110
Attorney for Applicant
ST. ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

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ASSIGNMENT OF PARTNERSHIP INTEREST

This Assignment of Partnership Interest (this "Assignment") is made as of April 30, 1998 by NALCO FT, INC., a Delaware corporation (the "Seller"), to FUEL TECH, INC., a Massachusetts corporation (the "Purchaser").

WHEREAS, the Seller owns a fifty percent (50%) partnership interest (the "Partnership Interest") in Nalco Fuel Tech, a Delaware general partnership organized under a Partnership Agreement dated as of January 31, 1990, as amended, between the Seller and the Purchaser; and

WHEREAS, the Seller, Nalco Chemical Company (for the limited purposes set forth therein), and the Purchaser have entered into a Purchase Agreement dated as of March 23, 1998 (the "Purchase Agreement") providing for the sale, conveyance, assignment, transfer and delivery of the Partnership Interest by the Seller to the Purchaser;

NOW, THEREFORE, the Seller does hereby sell, convey, assign, transfer and deliver to the Purchaser all of its rights under, title to and interest in the Partnership Interest.

Upon the reasonable request of the Purchaser, the Seller agrees to execute and deliver such other documents and instruments and to take such other actions as may be necessary or desirable hereafter from time to time in order to effectuate completely the sale, conveyance, assignment, transfer and delivery to the Purchaser of the Partnership Interest.

This Assignment is made without any representation or warranty by the Seller, and shall be without recourse to the Seller, except as expressly set forth in the Purchase Agreement and the Mutual Release (as defined in the Purchase Agreement).

This Assignment shall be binding upon the Seller and its successors and permitted assigns and shall inure to the benefit of the Purchaser and its successors and permitted assigns.

This Assignment shall be governed by, and construed in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the Seller has caused this Assignment to be executed and delivered as of the date first above written.


NALCO FT, INC.

By: W.G. Marshall *W.G. Marshall* *sg*
Name: W.G. Marshall
Title: Treasurer

STATE OF Illinois)
) ss:
COUNTY OF DuPage)

On this, the 30th day of April, 1998, before me, a Notary Public, the undersigned officer, personally appeared W.G. Hirschell personally known to me (or satisfactorily proven) to be the person who executed this instrument on behalf of Nalco FT, Inc. and acknowledged to me that he/she executed it for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

(SEAL) 

Barbara Ann Staffeldt
Notary Public
My commission expires: