

5-4-00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-01-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101371072

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

75295975

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)

05/30/2000 JSHABAZZ 00000079 75295975

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 125.00 OP

05/30/2000 JSHABAZZ 00000079 75295975
Name/Number: JSHABAZZ 75295975
FC: 704

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002081 FRAME: 0042

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75295975"/>	<input type="text" value="75489865"/>	<input type="text" value="75538636"/>	<input type="text" value="2025805"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75295976"/>	<input type="text" value="75295982"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Thomas A. Caldwell, Attorney

5/2/00

Name of Person Signing

Signature

Date Signed

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 13 day of July, 1999, is made by **American Technologies Group, Inc.**, a company organized under the laws of the State of Nevada (the "Grantor"), and **Gaines P. Campbell, Jr.** (the "Secured Party").

RECITALS

The Grantor has (i) issued a \$1,000,000 Secured Convertible Debenture due June 30, 2003, dated as of July 13, 1999 (the "Initial Debenture"), and (ii) authorized the issue and sale of a \$500,000 Secured Redeemable Convertible Debenture due December 31, 2003 (the "Second Debenture" and together with the Initial Debenture the "Debentures") to the Secured Party.

In consideration of the above premises and in order to induce the Secured Party to enter into the Debentures, the Grantor hereby agrees with the Secured Party as follows:

1. **Definitions.** Except as otherwise provided herein, capitalized terms that are defined in the Debenture and are not defined herein shall have the meanings assigned to such terms therein. For purposes hereof, the following terms shall have the following meanings:

"Assignment" means, with respect to the Grantor, the assignment of the Grantor's interest in Patents and Trademarks, in form and substance satisfactory to the Secured Party, appropriately completed and executed by such Grantor.

"Patents" means, collectively, (i) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country, all whether now owned or hereafter acquired by the Grantor, relating to the Grantor's I_ETM technology, including those described on Schedule I, and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

"Trademarks" means collectively (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing and hereafter adopted or acquired, all right, title and interest therein and thereto, and all applications, registrations and recordings thereof, relating to the Grantor's I_ETM technology including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country, all whether now owned or hereafter acquired by the Grantor, including, without limitation, those described on Schedule II and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. Grant of Security. As collateral security for the full and prompt payment and performance of all of the Grantor's obligations pursuant to the Debentures, as hereinafter defined, the Grantor does hereby mortgage to and pledge with the Secured Party, for itself and for the ratable benefit of the Secured Party, a continuing security interest in all of its right, title and interest in and to (i) all Patents, including, without limitation, all Patents and registrations listed on Schedule I, (ii) all Trademarks, including, without limitation, each of the Trademarks and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of such Grantor relating to the distribution of products bearing the Trademarks and each of the registrations described on Schedule II, (iii) any and all Proceeds of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement of the Trademarks and Patents and (iv) all general intangibles related to the Grantor's I_ETM technology as described in the Patents and technology related thereto including The Force® airborne combustion enhancer (collectively, the "Collateral").

3. Representations and Warranties. Grantor hereby represents and warrants as follows:

(a) As of the date hereof, Grantor has no Patents relating to its I_ETM technology registered in, or the subject of pending applications in, the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country other than those described on Schedule I. To the best knowledge of the Grantor, the Grantor has the sole, full and clear title (or the equitable right to clear title) to each of the Patents in the United States and in each other country and all registrations thereof are valid and subsisting and in full force and effect. To the best knowledge of the Grantor, none of the Patents have been abandoned or dedicated.

(b) As of the date hereof, the Grantor has no Trademarks relating to its I_ETM technology registered in, or the subject of pending applications in, the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country other than those described on Schedule II. To the best knowledge of the Grantor, the Grantor has the sole, full and clear title (or the equitable right to clear title) to each of the Trademarks in the United States and all registrations thereof are valid and subsisting and in full force and effect. To the best knowledge of the Grantor, none of the Patents has been abandoned or canceled.

(c) The Grantor has the right and power to grant the security interest herein granted; and the Collateral is not now, and at all times will not be, subject to any liens, whatsoever, except in favor of the Secured Party and to the best knowledge of the Grantor, none of the Collateral is subject to any claim other than as stated herein.

(d) The Grantor has granted no licenses with respect to the Collateral to third parties.

4. Covenants and Agreements. The Grantor hereby covenants and agrees as follows:

(a) The Grantor will perform all acts and execute all documents in form suitable for filing and file with the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country, reasonably requested by the Secured Party

at any time to evidence, perfect (to the extent possible by proper and timely filing and recording under the California Uniform Commercial Code (as the same may be amended from time to time) or with the United States Patent and Trademark Office), maintain, record and enforce the Secured Party's interest in the Collateral or otherwise in furtherance of the provisions of this Agreement in the United States or any other country, and the Grantor hereby authorizes the Secured Party to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Collateral signed only by the Secured Party.

(b) Except to the extent that the Secured Party, upon prior written notice by the Grantor, shall consent, the Grantor will not do any act whereby any Patent or Trademark may become invalidated, abandoned, canceled, avoided or avoidable and shall notify the Secured Party immediately if it knows of any reason or has any reason to know that any application or registration may become invalidated, abandoned, canceled, avoided or avoidable, provided, however, that the Grantor, upon prior written notice to the Secured Party, may abandon a Patent or Trademark if, in the exercise of its reasonable business judgment, it determines that such Patent or Trademark is not necessary to its business.

(c) In no event shall the Grantor, either itself or through any agent, employee or designee, (i) file an application for the registration of any Patent or Trademark, or (ii) file any assignment of any Patent or Trademark which the Grantor may acquire from a third party unless the Grantor shall have given the Secured Party thirty (30) days' prior written notice thereof, and, upon the request of the Secured Party, the Grantor shall execute and deliver any and all assignments, agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's interest in such Patent or Trademark, respectively, and the goodwill and general intangibles of the Grantor relating thereto or represented thereby and the Grantor hereby constitutes the Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Grantor's obligations pursuant to the Debentures are satisfied in full.

(d) Except the extent that the Secured Party shall have consented thereto in writing, the Grantor will not assign, sell, lease, transfer, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license or otherwise dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by the Secured Party to any such action except as expressly permitted herein.

(e) In accordance with its reasonable business practices, the Grantor will take all necessary steps in any proceeding to maintain and prosecute each application and registration of the Collateral, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under Section 4(b)). The Secured Party will cooperate with the Grantor as necessary to enable the Grantor to perform its obligations under this Section, provided, however, that the Grantor shall pay all of the Secured Party's reasonable expenses (including reasonable attorney's fees) in connection therewith.

(f) Grantor assumes all responsibility and liability arising from the use of the Collateral, and the Grantor hereby indemnifies and holds the Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Grantor. The Grantor agrees that the Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Grantor, and the Grantor hereby agrees to indemnify and hold the Secured Party harmless with respect to any and all claims by any person relating thereto, other than claims arising primarily and directly out of the gross negligence or willful misconduct of the Secured Party.

(g) The Secured Party may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder to preserve, defend, protect, maintain, record or enforce (i) the Grantor's obligations contained herein or pursuant to the Debentures, (ii) the Collateral, or (iii) the right, title and interest granted the Secured Party herein, and which the Grantor fails to do or pay, including, without limitation, reasonable fees and expenses incurred in connection therewith, any such payment shall be deemed an advance by the Secured Party to the Grantor and shall be payable on demand together with interest at the highest rate then payable on the Debentures.

(h) The Grantor agrees that if it learns of any use by any person of any term, design, trade or service mark likely to cause confusion with any Patent or Trademark, it shall promptly notify the Secured Party of such use and, at the Grantor's expense, take such action as the Grantor, in its reasonable discretion, may deem advisable for the protection of the Secured Party's interest in and to the Collateral. After the occurrence and during the continuance of an Event of Default, the Grantor further agrees that should it decide to take no action with respect to such use, the Secured Party shall have the right, at the Grantor's expense, to take such action as the Secured Party, in its reasonable discretion, may deem advisable for the protection of the Secured Party's interest in and to such Collateral.

5. Events of Default. The following shall constitute an "Event of Default" hereunder: (a) the occurrence and continuance of an Event of Default under the Initial Debenture or the Second Debenture, (b) the breach of any representation, warranty or obligation pursuant to this Agreement, or (c) the breach of any representation, warranty or obligation pursuant to the Subscription Agreement dated July 13, 1999 by and between the Grantor and the Secured Party.

6. Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies of the Secured Party, whether under law, the Debentures or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, the Grantor, the Secured Party shall have the following rights and remedies: (a) the Secured Party may, at any time and from time to time, upon ten (10) days' prior notice to the affected Grantor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Collateral,

throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine; (b) the Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Grantor in, to and under any one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and the Grantor hereby releases the Secured Party from, and agrees to hold the Secured Party free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement, other than actions taken or omitted to be taken through the willful misconduct or gross negligence of the Secured Party; (c) the Secured Party may at any time and from time to time, upon ten (10) days' prior notice to the Grantor, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in its sole discretion, deem appropriate or proper; and (d) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to clause (c) above, the Secured Party may, at any time, pursuant to the authority granted in the Powers of Attorney described in Section 7 (such authority becoming effective on the occurrence or continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of the Collateral or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs incurred in any such transfers of the Collateral, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Grantor's obligations pursuant to the Debentures. The Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal and other expenses which may be incurred by the Secured Party, and then to the Grantor's obligations pursuant to the Debentures; and the Grantor shall remain liable and will pay the Secured Party on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Debentures and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Secured Party to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, the Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Collateral, and its customer lists and other records relating to the Collateral and to the distribution of said products, to the Secured Party or its designee.

7. Powers of Attorney. Concurrently with the execution and delivery hereof, the Grantor is executing and delivering to the Secured Party, in the form of Exhibit 1, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Collateral pursuant to Section 6, which Powers of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default, and the Grantor hereby releases the Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted herein

other than actions taken or omitted to be taken through the willful misconduct or gross negligence of the Secured Party.

8. Termination. Upon the indefeasible cash payment in full of all of the Grantor's obligations under the Debentures, the Secured Party will immediately take whatever actions are necessary at the Grantor's expense to release or reconvey to each Grantor all right, title and interest of the Grantor in and to the Collateral.

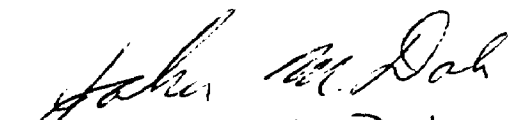
9. Other Provisions.

(a) All Schedules and Exhibits hereto shall be deemed to be a part hereof.

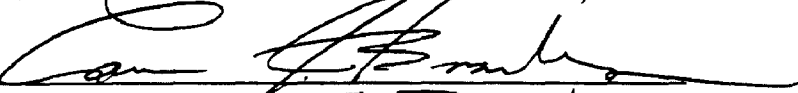
(b) No failure by the Secured Party to exercise, and no delay by the Secured Party in exercising, any right or remedy hereunder shall operate as a waiver thereof.


(c) Each and every right, remedy and power granted to the Secured Party hereunder or allowed at law, in equity or by other agreement shall be cumulative and not exclusive, and may be exercised by the Secured Party from time to time.

IN EVIDENCE of the agreement by the parties hereto to the terms and conditions herein contained, each such party has caused this Patent and Trademark Security Agreement to be duly executed on its behalf as of the date first above written.


John M. Dab
Secretary

AMERICAN TECHNOLOGIES GROUP, INC.

By: 
Name: Lawrence J. Brady
Title: Chairman & CEO



Gaines P. Campbell, Jr.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On JULY 14, 1999 before me, S. MALICEK,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared JOHN M. DAB AND LAWRENCE J. BRADY,
NAME(S) OF SIGNER(S)

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

S. Malicek

SIGNATURE OF NOTARY
S. MALICEK

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
SECRETARY and CEO

TITLE(S)
- PARTNERS LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
American Technologies
Group, Inc

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 14th. day of JULY, 1999, within my jurisdiction, the within-named _____, who acknowledged that he is the _____, of **American Technologies Group, Inc.**, a Nevada corporation, and that for and on behalf of said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Janet G. Daniel, a Notary Public in and for said State and County, **Gaines P. Campbell, Jr.**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this 13 day of July, 1999.

Janet G. Daniel
Notary Public

My Commission Expires:

11/7/2000

EXHIBIT 1

FORM OF SPECIAL POWER OF ATTORNEY

STATE OF _____
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, THAT **American Technology Group, Inc.**, a Nevada corporation with its principal office at 1017 South Mountain Avenue, Monrovia, California 91016 (the "Assignor"), hereby appoints and constitutes **Gaines P. Campbell, Jr.**, as Agent (the "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor, which Power of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any political subdivision thereof or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

2. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, together with the goodwill of the business symbolized thereby, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment of other papers necessary or advisable to effect such purpose.

3. To execute any and all documents statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Patent and Trademark Security Agreement, dated the date hereof, between the Assignor and the Assignee and takes effect solely for the purposes thereof and is subject to the conditions thereof and may not be revoked until the indefeasible cash

payment in full of all of the Grantor's obligations pursuant to the Debentures as defined in such Patent and Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to affix his signature on behalf of the Grantor on this the ____ day of _____, 1999.

AMERICAN TECHNOLOGY GROUP, INC.

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

TO WIT,

I hereby certify, that on this ____ day of _____, 1999, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared _____, _____ of **American Technology Group, Inc.**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and signed the same in the presence and on behalf of said body corporate, pursuant to a Resolution of its Board of Directors.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Thomas A. Caldwell
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450

SCHEDULE I

**LIST OF I_E PATENT APPLICATIONS
Both US and Overseas**

ATG Ref.			Title	Country	File No.	Filing Date
1	A	056 EP1	A Method of Descaling using Structured Liquid or Solid	European Countries Only	PCT/US97/00700 97902042.7	7/18/98
2	A	058 US1	Structured Materials	US only Decision not to file PCT	08/699,972	8/20/96
3	A	060 US2	Method Process and Product for Influencing Chemical Reactions	US only PCT filed and later abandoned	08/846,964	4/29/97
4	A	061 US1	Methodology for Varying Concentrations of Crystal Structure Liquids	US only decision not to file PCT	08/889,263	7/10/97
5	A	062 US1	Water Based Fuel Additive that Reduces Carbon Formation in Combustion Engines	United States	08/985,144	12/4/97
	B	062WO1	Water Based Fuel Additive that Reduces Carbon Formation in Combustion Engines	Europe, Canada, China, Japan, Australia	PCT/US98/25859	12/4/98
6	A	063 US1	Water Based Additive for Suppression of Coke Formation	United States	08/985,145	12/4/97
	B	063 WO1	Water Based Additive for Suppression of Coke Formation	Europe, Canada, China, Japan, Australia	PCT/US98/25857	12/4/98
7	A	065US1C	Polar Crystal Solutions	US only Decision not to file PCT	09/015,286	1/29/98

LIST OF I_E PATENTS GRANTED

Number	Patent No.	Title	Date Issued
1	5,872,089	A Descalant Comprising Structured Liquids or Solids	2/16/99

LIST OF I_E RELATED PATENTS GRANTED

Number	Patent No.	Title	Date Issued
1	5,168,836	Emission Control System	12/8/92
2	5,312,566	Air Intake System Device	5/17/94

SCHEDULE II

**American Technologies Group Inc.
TradeMarks**

ATG Ref.	Trademark	Status	File Date	Reg. No.	Reg. Date	
1	085CH1T Switzerland	THE FORCE	Registered	11/9/93	416,415	5/31/95
2	085US1T	THE FORCE	Registered	6/24/93	2,025,805	12/24/96
3	088US1T 75/295975	IE	Was allowed 3/2/99. File Statement of Use by 9/2/99.	5/2/97	Allowed 3/2/99	-
4	100US1T 75/489865	IE CRYSTAL ALOE	Office Action needed	5/20/98	Pending	-
5	101US1T 75/538636	IE CRYSTAL ICE	File statement of use by 8/16/99	8/18/98	Pending	-
6	089US1T 75/295976	LE	Was allowed 2/11/99. File statement of use by 8/16/99.	5/2/97	Allowed 2/11/99	-
7	095US1T 75/295982	NANOTRICITY	Was allowed 2/23/99. File statement of use by 8/16/99.	5/2/97	Allowed 2/23/99	-
8	103US1T 75/371603	TURBOGEL	Statement of use must be filed by 11/24/99.	10/10/97	Allowed 11/24/98	-

SPECIAL POWER OF ATTORNEY

STATE OF CALIF
COUNTY OF LOS ANGELES

KNOW ALL MEN BY THESE PRESENTS, THAT **American Technology Group, Inc.**, a Nevada corporation with its principal office at 1017 South Mountain Avenue, Monrovia, California 91016 (the "Assignor"), hereby appoints and constitutes **Gaines P. Campbell, Jr.**, as Agent (the "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor, which Power of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any political subdivision thereof or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

2. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, together with the goodwill of the business symbolized thereby, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

3. To execute any and all documents statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Patent and Trademark Security Agreement, dated the date hereof, between the Assignor and the Assignee and takes effect solely for the purposes thereof and is subject to the conditions thereof and may not be revoked until the indefeasible cash

payment in full of all of the Grantor's obligations pursuant to the Debentures as defined in such Patent and Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to affix his signature on behalf of the Grantor on this the 14 day of July, 1999.

John M. Dab
John M. Dab
Secretary

AMERICAN TECHNOLOGY GROUP, INC.

By: *Lawrence J. Brady*
Name: Lawrence J. Brady
Title: CEO + EEO

STATE OF CALIF.
COUNTY OF LOS ANGELES

TO WIT,

I hereby certify, that on this 14 day of JULY, 1999, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared JOHN M. DAB AND LAWRENCE J. BRADY of American Technology Group, Inc. ~~known to me~~ (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and signed the same in the presence and on behalf of said body corporate, pursuant to a Resolution of its Board of Directors.

In Witness Whereof, I hereunto set my hand and official seal.

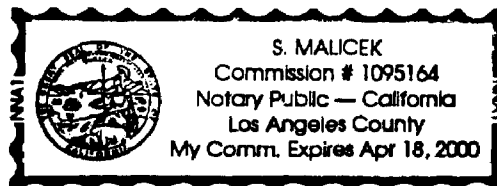
S. Malicek
Notary Public S. MALICEK

My Commission Expires:

4-18-99

THIS INSTRUMENT PREPARED BY:

Thomas A. Caldwell
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450



SPECIAL POWER OF ATTORNEY

STATE OF CALIF.
COUNTY OF LOS ANGELES

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IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to affix his signature on behalf of the Grantor on this the 14 day of July, 1999.

John M. Dab
John M. Dab
Secretary

AMERICAN TECHNOLOGY GROUP, INC.

By: *Lawrence J. Brady*
Name: Lawrence J. Brady
Title: Chm + CEO

STATE OF CALIF.
COUNTY OF LOS ANGELES

TO WIT,

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In Witness Whereof, I hereunto set my hand and official seal.

S. Malicek
Notary Public S. MALICEK

My Commission Expires:

4-18-00

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Thomas A. Caldwell
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450



SPECIAL POWER OF ATTORNEY

STATE OF CALIF
COUNTY OF LOS ANGELES

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John M. Dab
John M. Dab
Secretary

AMERICAN TECHNOLOGY GROUP, INC.

By: *Lawrence J. Brady*
Name: Lawrence J. Brady
Title: Chairman + CEO

STATE OF CALIF.
COUNTY OF LOS ANGELES

TO WIT,

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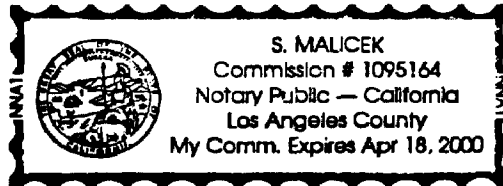
In Witness Whereof, I hereunto set my hand and official seal.

S. Malicek
Notary Public S. MALICEK

My Commission Expires:

4-18-00

THIS INSTRUMENT PREPARED BY:
Thomas A. Caldwell
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450



SPECIAL POWER OF ATTORNEY

STATE OF CALIF
COUNTY OF LOS ANGELES

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IN WITNESS WHEREOF, Grantor has caused its duly authorized officer to affix his signature on behalf of the Grantor on this the 17 day of July, 1999.

John M. Dab
John M. Dab
Secretary

AMERICAN TECHNOLOGY GROUP, INC.

By: *Lawrence J. Brady*
Name: Lawrence J. Brady
Title: CEO

STATE OF CALIF.
COUNTY OF LOS ANGELES

TO WIT,

I hereby certify, that on this 14 day of JULY, 1999, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared JOHN M. DAB AND LAWRENCE J. BRADY of **American Technology Group, Inc.**, ~~known to me~~ (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, and signed the same in the presence and on behalf of said body corporate, pursuant to a Resolution of its Board of Directors.

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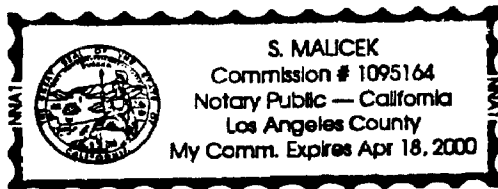
S. Malicek
Notary Public S. MALICEK

My Commission Expires:

4-1800

THIS INSTRUMENT PREPARED BY:

Thomas A. Caldwell
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450



SPECIAL POWER OF ATTORNEY

STATE OF CALIF
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John M. Dab
John M. Dab
Secretary

AMERICAN TECHNOLOGY GROUP, INC.

By: *Lawrence J. Brady*
Name: Lawrence J. Brady
Title: CEO

STATE OF CALIF.
COUNTY OF LOS ANGELES

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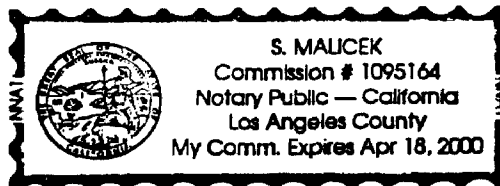
S. Malicek
Notary Public S. MALICEK

My Commission Expires:

4-18-00

THIS INSTRUMENT PREPARED BY:

Thomas A. Caldwell
1800 Republic Centre
633 Chestnut Street
Chattanooga, TN 37450



C VSC 157100V2
006207-0004 07/13/99

RECORDED: 05/04/2000

TRADEMARK
REEL: 002081 FRAME: 0065