

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stafford Towne, Ltd.		06/10/2005	CORPORATION: VIRGIN ISLANDS
Westford Special Situations Master Fund LP		06/10/2005	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Talisman Capital Talon Fund Ltd.		
<b>Street Address:</b>	6834 Cantrell Road, PMB 367		
<b>City:</b>	Little Rock		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72207		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2707542		
<b>Registration Number:</b>	2915015	AQUADISEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(225)248-3007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	225-248-2104		
<b>Email:</b>	jwtrademarks@joneswalker.com		
<b>Correspondent Name:</b>	Bernard F. Meroney		
<b>Address Line 1:</b>	8555 United Plaza Blvd., 5th Floor		
<b>Address Line 4:</b>	Baton Rouge, LOUISIANA 70809		
<b>ATTORNEY DOCKET NUMBER:</b>	102225-00		
<b>NAME OF SUBMITTER:</b>	Bernard F. Meroney		

CH \$65.00 2707542

Signature:	/bernard f. meroney/
Date:	12/17/2008
<b>Total Attachments: 23</b> source=Assignment of Security Interest#page1.tif source=Assignment of Security Interest#page2.tif source=Assignment of Security Interest#page3.tif source=Assignment of Security Interest#page4.tif source=Assignment of Security Interest#page5.tif source=Assignment of Security Interest#page6.tif source=Assignment of Security Interest#page7.tif source=Assignment of Security Interest#page8.tif source=Assignment of Security Interest#page9.tif source=Assignment of Security Interest#page10.tif source=Assignment of Security Interest#page11.tif source=Assignment of Security Interest#page12.tif source=Assignment of Security Interest#page13.tif source=Assignment of Security Interest#page14.tif source=Assignment of Security Interest#page15.tif source=Assignment of Security Interest#page16.tif source=Assignment of Security Interest#page17.tif source=Assignment of Security Interest#page18.tif source=Assignment of Security Interest#page19.tif source=Assignment of Security Interest#page20.tif source=Assignment of Security Interest#page21.tif source=Assignment of Security Interest#page22.tif source=Assignment of Security Interest#page23.tif	

**ASSIGNMENT AGREEMENT**

This ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this 10 day of June, 2005, by and among Stafford Towne, Ltd. and Westford Special Situations Master Fund LP (collectively, "Assignors") and Talisman Capital Talon Fund Ltd. ("Assignee").

**WITNESSETH:**

WHEREAS, the Assignors desire to sell and assign to Assignee, and Assignee desires to purchase and accept from Assignors, all of each Assignor's interest in that certain Intellectual Property Security Agreement, dated as of January 20, 2004, by Clean Fuels Technology, Inc., a Delaware corporation, in favor of Assignors (the "Intellectual Property Security Agreement");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that:

1. Effective as of the date hereof, each Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all of such Assignor's right, title and interest in and to the Intellectual Property Security Agreement, to have and to hold such interest in the Intellectual Property Security Agreement unto Assignee, its successors and assigns in full ownership from this date; such Assignor subrogating the Assignee in and to all of the rights, remedies and advantages resulting from such interest in the Intellectual Property Security Agreement.

2. Each Assignor hereby represents and warrants to Assignee, severally and not jointly, as follows:

(a) Assignor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization. Assignor has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(b) This Agreement has been, and each other document to be executed by Assignor in connection herewith when executed will be, duly and validly executed and delivered by, and constitute valid and binding obligations of, Assignor, enforceable against Assignor in accordance with their respective terms, subject as to enforcement to applicable bankruptcy or similar laws affecting generally the enforcement of creditors' rights and general principles of equity.

3. Assignee hereby represents and warrants to Assignors as follows:

(a) Assignee is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or organization. Assignee has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

(N1307862.1)

(b) This Agreement has been, and each other document to be executed by Assignee in connection herewith when executed will be, duly and validly executed and delivered by, and constitute valid and binding obligations of, Assignee, enforceable against Assignee in accordance with their respective terms, subject as to enforcement to applicable bankruptcy or similar laws affecting generally the enforcement of creditors' rights and general principles of equity.

4. From time to time and at any time on or after the date hereof, at Assignee's request and without further consideration, each Assignor agrees to execute and deliver such further documents and instruments of conveyance and transfer, and to take such further actions as may be reasonably necessary to transfer and convey to Assignee all rights, title and interests in and to and in the Intellectual Property Security Agreement.

5. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof.

6. This Agreement shall be binding upon and inure to the benefit of Assignors, Assignee, and each of their respective successors and assigns.

7. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

*[signatures appear on the following page]*

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be executed as of the day and year first above written.

ASSIGNORS:

STAFFORD TOWNE, LTD.

By: [Signature]  
Name: STEVE SEVAKOVICH  
Title: DIRECTOR

WESTFORD SPECIAL SITUATIONS  
MASTER FUND, LP

By: EGAM LTD. - GP

By: [Signature]  
Name: STEVE STEVAKOVICH  
Title: PRESIDENT

ASSIGNEE:

TALISMAN CAPITAL TALON  
FUND LTD.

By: [Signature]  
Name: [Signature]  
Title: [Signature]

(N(307862.1))

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of this 20<sup>th</sup> day of January, 2004, by CLEAN FUELS TECHNOLOGY, INC., a Delaware corporation, with its principal place of business at 210 Gentry Way, Reno, Nevada 89502 (the "Company"), in favor of STAFFORD TOWNE, LTD., as agent (the "Agent"), for the benefit of Westford Special Situations Master Fund LP and Stafford Towne, Ltd., as purchasers of those certain Senior Secured Convertible Promissory Notes issued by the Company, dated of even date herewith (jointly, the "Lenders").

### WITNESSETH:

WHEREAS, the Company intends to issue to the Lenders and the Lenders intend to purchase from the Company those certain Senior Secured Convertible Promissory Notes, dated of even date herewith, in the aggregate principal amount of \$1,000,000.00, as the same may be amended, supplemented or restated from time to time (the "Secured Notes"), which Secured Notes (i) provide for the Lenders to make certain loans for the account of the Company and (ii) require the Company to grant the Agent, for the benefit of the Lenders, a security interest in all of the Company's assets, which security interest has been granted to the Lenders, respectively, pursuant to the terms of (x) that certain Company Security Agreement, dated as of even date herewith, by and between the Company and the Agent, for the benefit of Westford Special Situations Master Fund LP, that certain Company Security Agreement, dated as of April 30, 2001, in favor of Epsilon Global Master Fund, L.P., as assigned to the Agent by that certain Assignment Agreement, dated as of March 17, 2003, and as amended by that certain First Amendment to Company Security Agreement, dated as of April 28, 2003, and that certain Second Amendment to Company Security Agreement, dated as of even date herewith (collectively, the "Company Security Agreements"), and (y) this Agreement;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Certain Defined Terms. The following terms shall have the meanings herein specified:

"Copyrights" shall mean any United States copyright owned by the Company, including any registrations of any Copyrights, in the United States Copyright Office or any foreign equivalent office, as well as any application for a copyright registration now or hereafter made with the United States Copyright Office or any foreign equivalent office by the Company.

"Event of Default" shall have the meaning set forth in Section 13 hereof.

"Marks" shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by the Company, including any registration of any trademarks and service marks in the United States Patent and Trademark Office or in any

PATENT

REEL: 014277 FRAME: 0854

TRADEMARK

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equivalent foreign office and any trade dress including logos and/or designs used by the Company.

"Material Adverse Effect" shall mean (i) a material adverse effect on the property, assets, nature of assets, liabilities, or condition (financial or otherwise) of the Company or of the Borrower and any subsidiaries taken as a whole or (ii) a material adverse effect on the rights or remedies of the Lenders or the Agent hereunder or under any other document to which the Company is a party.

"Patents" shall mean any patent to which the Company now or hereafter has any right, title and interest therein, and any divisions, continuations (including, but not limited to, continuations-in-part) and improvements thereof, as well as any application for a patent now or hereafter made by the Company.

2. Grant of Security Interest. As security for the payment of each and every debt, liability, and obligation of every type and description which the Company may now or at any time owe to the Lenders pursuant to the terms of the Secured Notes or otherwise (the "Obligations"), the Company hereby grants to the Agent, for the benefit of the Lenders, a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein, the "Intellectual Property Collateral"):

a. All Patents together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

b. All Marks, including, without limitation, the trademarks, service marks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

c. Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

d. Any United States copyright owned by the Company, including any registrations of any Copyrights, in the United States Copyright Office or any foreign equivalent office, as well as any application for a copyright registration now or hereafter

made with the United States Copyright Office or any foreign equivalent office by the Company, including those listed on Schedule D attached hereto and made a part hereof;

e. The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and

f. All cash and non-cash proceeds of the foregoing.

3. Fees. The Company will pay all filing fees with respect to the security interest created hereby which the Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

4. Special Provisions Concerning Patents, Copyrights And Trade Secrets.

a. Representations and Warranties. The Company represents and warrants that, as of the date hereof, it is the true and lawful owner of, or has good, valid and continuing licenses (each of which are listed on Schedule C attached hereto) to use, all rights in (i) all United States trade secrets and proprietary information necessary, in the reasonable judgment of the Company, to operate the business of the Company (the "Trade Secret Rights"), (ii) the Patents listed in Schedule A hereto for the Company and that said Patents include all the United States patents and applications for United States patents that the Company owns as of the date hereof and (iii) the Copyrights listed in Schedule D hereto for the Company and that said Copyrights constitute all the United States copyrights registered with the United States Copyright Office and applications for United States copyrights that the Company owns as of the date hereof. The Company further warrants that, as of the date hereof, it has no knowledge of any third party claim that any aspect of the Company's present or contemplated business operations infringes or will infringe any patent of any other person or the Company has misappropriated any trade secret or proprietary information which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The Company hereby grants to the Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of any Event of Default, any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in each Patent, and to record the same.

b. Licenses and Assignments. The Company hereby agrees not to divest itself of any right under any Patent or Copyright acquired after the date hereof absent prior written approval of the Agent.

c. Infringements. The Company agrees, promptly upon learning thereof, to furnish the Agent in writing with all pertinent information available to the Company with respect to any infringement, contributing infringement or active inducement to infringe in any Patent or Copyright or to any claim that the practice of any Patent or use of any Copyright violates any property right of a third party, or with respect to any misappropriation of any Trade Secret Right or any claim that the use or practice of any Trade Secret Right violates any property right of a third party in any manner which, either individually or in the aggregate, could reasonably be expected to have a Material



**Adverse Effect.** The Company further agrees, absent direction of the Agent to the contrary, to diligently prosecute any person infringing any Patent or Copyright or any person misappropriating any Trade Secret Right, in each case to the extent that such infringement or misappropriation could reasonably be expected to have a Material Adverse Effect.

d. Maintenance of Patents or Copyright. Unless the Agent gives its prior written consent for the Company to do otherwise, the Company shall, at its own expense, make timely payment of all post-issuance fees required pursuant to 35 U.S.C. § 41 to maintain in force its rights under each Patent or Copyright (other than any such Patents or Copyrights which the Company reasonably determines are no longer used or useful in its business or operations).

e. Prosecution of Patent Applications. At its own expense, the Company shall diligently prosecute all significant applications for (i) United States Patents listed in Schedule A hereto and (ii) Copyrights listed on Schedule D hereto, in each case for the Company and shall not abandon any such application prior to exhaustion of all administrative and judicial remedies (other than applications reasonably deemed by the Company to be no longer prudent to pursue), absent written consent of the Agent.

f. Other Patents and Copyrights. Within 30 days of the acquisition or issuance of a United States Patent, registration of a Copyright, or acquisition of a registered Copyright, or of filing of an application for a United States Patent or Copyright, the Company shall deliver to the Agent a copy of said Copyright or certificate or registration of, or application therefor, said Patents, as the case may be, with an assignment for security as to such Patent or Copyright, as the case may be, to the Agent and at the expense of the Company, confirming the assignment for security, the form of such assignment for security to be in such form as may be reasonably satisfactory to the Agent.

g. Remedies. If an Event of Default shall occur and be continuing, the Agent may by written notice to the Company, take any or all of the following actions, to the fullest extent permitted by applicable law: (i) declare the entire right, title, and interest of the Company in each of the Patents and Copyrights vested in the Agent for the benefit of the Lenders, in which event such right, title, and interest shall immediately vest in the Agent for the benefit of the Lenders, in which case the Agent shall be entitled to exercise the power of attorney referred to in Section 4(a) hereof to execute, cause to be acknowledged and notarized and to record said absolute assignment with the applicable agency; (ii) take and practice or sell the Patents and Copyrights; and (iii) direct the Company to refrain, in which event the Company shall refrain, from practicing the Patents and using the Copyrights directly or indirectly, and the Company shall execute such further documents as the Agent may reasonably request further to confirm this and to transfer ownership of the Patents and Copyrights to the Agent for the benefit of the Lenders.

5. Special Provisions Concerning Trademarks.

a. Representations and Warranties. The Company represents and warrants that, as of the date hereof, it is the true and lawful owner of or otherwise has the right to use the registered Marks listed in Schedule B hereto and that said listed Marks include all United States marks and applications for United States marks registered in the United States Patent and Trademark Office that the Company owns or uses in connection with its business as of the date hereof. The Company represents and warrants that, as of the date hereof, it owns, is licensed to use or otherwise has the right to use, all Marks that it uses. The Company further warrants that, as of the date hereof, it has no knowledge of any third party claim received by it that any aspect of the Company's present or contemplated business operations infringes or will infringe any trademark, service mark or trade name of any other person other than as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company represents and warrants, as of the date hereof, that it is the true and lawful owner of or otherwise has the right to use all U.S. trademark registrations and applications listed in Schedule B hereto and that said registrations are valid, subsisting, have not been canceled and that the Company is not aware of any third-party claim that any of said registrations is invalid or unenforceable, and is not aware that there is any reason that any of said registrations is invalid or unenforceable. The Company hereby grants to the Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of an Event of Default, any document which may be required by the United States Patent and Trademark Office in order to effect an absolute assignment of all right, title and interest in each Mark, and record the same.

b. Licenses and Assignments. The Company hereby agrees not to divest itself of any right under any Mark absent prior written approval of the Agent.

c. Infringements. The Company agrees, promptly upon learning thereof, to notify the Agent in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who the Company believes is infringing or diluting or otherwise violating any of the Company's rights in and to any Mark in any manner that could reasonably be expected to have a Material Adverse Effect, or with respect to any party claiming that the Company's use of any Mark violates in any material respect any property right of that party. The Company further agrees to prosecute in accordance with reasonable business practices any person infringing any Mark in any manner that could reasonably be expected to have a Material Adverse Effect.

d. Preservation of Marks. The Company agrees to use its Marks in interstate commerce during the time in which this Agreement is in effect and to take all such other actions as are reasonably necessary to preserve such Marks as trademarks or service marks under the laws of the United States (other than any such Marks which the Company reasonably determines are no longer used or useful in its business or operations).

e. Maintenance of Registration. The Company shall, at its own expense, diligently process all documents reasonably required to maintain trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office for all of its significant registered

Marks, and shall pay all fees and disbursements in connection therewith and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies without prior written consent of the Agent (other than with respect to registrations and applications reasonably deemed by the Company to be no longer prudent to pursue).

f. Future Registered Marks. If any Mark registration is issued hereafter to the Company as a result of any application now or hereafter pending before the United States Patent and Trademark Office, within 30 days of receipt of such certificate, the Company shall deliver to the Agent a copy of such certificate, and an assignment for security in such Mark, to the Agent, at the expense of the Company, confirming the assignment for security in such Mark to the Agent hereunder, the form of such security to be in such form as may be reasonably satisfactory to the Agent.

g. Remedies. If an Event of Default shall occur and be continuing, the Agent may, by written notice to the Company, take any or all of the following actions, to the fullest extent permitted by applicable law: (i) declare the entire right, title and interest of the Company in and to each of the Marks, together with all trademark rights and rights of protection to the same, vested in the Agent for the benefit of the Lenders, in which event such rights, title and interest shall immediately vest, in the Agent for the benefit of the Lenders, and the Agent shall be entitled to exercise the power of attorney referred to in Section 5(a) hereof to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency; (ii) take and use or sell the Marks and the goodwill of the Company's business symbolized by the Marks and the right to carry on the business and use the assets of the Company in connection with which the Marks have been used; and (iii) direct the Company to refrain, in which event the Company shall refrain, from using the Marks in any manner whatsoever, directly or indirectly, and the Company shall execute such further documents that the Agent may reasonably request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office to the Agent.

6. License Collateral. The Company represents and warrants that, as of the date hereof, (i) the License Collateral, including the licenses described on Schedule C hereto, is in full force and effect, (ii) no Event of Default has occurred under any of the agreements comprising the License Collateral, nor has Company received any notice of default from any licensor party to any of the agreements comprising the License Collateral, nor has any default been threatened by any such licensor, and (iii) to the best of the Company's knowledge, no event has occurred that but for notice and/or the passage of time, may reasonably result in an event of default under any of the agreements comprising License Collateral. The Company shall not take any actions which would result in a sublicense of, or termination, modification or amendment to, any of the License Collateral without the prior written consent of the Agent.

7. Additional Terms Relating to Agent's Rights. Upon the occurrence of any Event of Default hereunder, the Agent may exercise any one or more of the rights and remedies stated in this Agreement. The Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware and any other applicable state or federal

laws. The Agent will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above (or such other address as the Company has given the Agent) at least ten (10) days before the date of such sale or disposition.

8. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by the Agent in connection with such sale and the exercise of the Agent's rights and remedies hereunder, under the Obligations, and under the Company Security Agreements; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due to each of the Lenders in an amount prorated among the Obligations in proportion to the outstanding principal balances of each of the Obligations; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

9. Defense of Claims. The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of the Agent therein. The Company agrees to reimburse the Agent for all costs and expenses incurred by the Agent in defending any such action, claim or proceeding.

10. Rights Cumulative. This Agreement shall be in addition to the Company Security Agreements and shall not be deemed to affect, modify or limit the Company Security Agreements or the Obligations nor any rights that the Agent has under the Company Security Agreements. The Company agrees to execute and deliver to the Agent (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, amendments to this Agreement to evidence the grant of the security interest in Intellectual Property Collateral hereafter obtained by the Company and financing statements necessary to perfect such security interest under the Uniform Commercial Code.

11. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

12. CHOICE OF LAW. THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF DELAWARE. THIS AGREEMENT TOGETHER WITH THE COMPANY SECURITY AGREEMENTS AND THE OBLIGATIONS CONSTITUTE THE ENTIRE AGREEMENT OF THE COMPANY AND THE AGENT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND THE AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM,

**DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**

13. **Events of Default.** Any of the following constitutes an Event of Default (each, an "Event of Default") under this Agreement:

- a. The failure of the Company to perform or observe any agreement, covenant or condition required under this Agreement;
- b. Any warranty or representation made by Company, in this Agreement being or becoming or becomes false in any material respect;
- c. The occurrence of any event of default under any Obligation which is not waived in writing by the Agent;
- d. The occurrence of any event of default under any agreement constituting the License Collateral;
- e. The occurrence of any event of default under that certain Note Purchase Agreement, dated as of April 30, 2003, between the Company and Epsilon Global Master Fund, L.P., as assigned by Epsilon Global Master Fund, L.P. to Agent;
- f. The occurrence of any event of default under that certain Note Purchase Agreement, dated as of even date herewith, between the Company and the Agent for the benefit of the Lenders; or
- g. The occurrence of any event of default under any Company Security Agreement which is not waived in writing by the Agent.

14. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give the Agent written notice of:

- a. any claim by a third party that the Company has infringed on the rights of a third party;
- b. any infringement by a third party reasonably suspected by the Company, on the rights of the Company; or
- c. any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

15. **Further Assurances.** The Company will take any such action as the Agent may reasonably require to further confirm or protect the Agent's rights under this Agreement in the Intellectual Property Collateral.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Intellectual Property Security Agreement as of the date first set forth above.

**CLEAN FUELS TECHNOLOGY, INC.,**  
(the "Company")

By: *Charles V. Juro*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Acknowledged and Accepted by the AGENT:**

**STAFFORD TOWNE, LTD.**  
(the "Agent"), as Agent and on behalf of the Lenders

\_\_\_\_\_  
By: **Camille Ches-Awai**  
Its: **Senior Vice President**

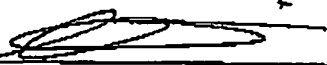
IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement as of the date first set forth above.

CLEAN FUELS TECHNOLOGY, INC.,  
(the "Company")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted by the AGENT:

STAFFORD TOWNE, LTD.  
(the "Agent"), as Agent and on behalf of the Lenders

  
\_\_\_\_\_  
By: Camille Chee-Awai  
Its: Senior Vice President

SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
 between  
 CLEAN FUELS TECHNOLOGY, INC.  
 and  
 STAFFORD TOWNE, LTD., AS AGENT

PATENTS

Patents	Title	Application No	Patent No
US ISSUED			
1	United States AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	07695304	5156114
2	United States AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION	083226510	RE35237
3	United States AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	081222477	5902929
4	United States AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELS	09081887	0187653
5	United States Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions - Coleman, Gerald N	08739848	5701924
6	United States Fuel Reeducation System-	785621	5755537
7	United States Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel -	08760 939	5709195
8	United States Fuel Control System for an Internal Combustion Engine Using an Aqueous Fuel Emulsion -	08760 446	5692842
9	United States Aqueous Fuel Emulsion Identification System and Anti-Tampering Device for an Internal Combustion Engine	08778 928	5701663
10	United States Fuel Emulsion Delivery/ Detection Method and System for an Electrically Controlled Engine	09213 853	5343 571 B1
11	United States Fuel Blending Emulsion Unit	09024 918	5873916
12	United States Fuel Blending Emulsion Unit	09201 587	5447 556 B1
13	United States Fuel Cooling System for fuel Emulsion Based Compression Ignition Engine - Coleman, Gerald N.	09216 337	6397826
14	United States Method of Operating an Engine with a Mixture of Gaseous fuel and Emulsified Pilot Fuel to Reduce Nitrogen Oxide Emissions	09309 527	5386149
15	United States Staged Injection of an Emulsified Diesel Fuel into a Combustion Chamber of a Diesel Engine	09025 592	6125798
16	United States Stable Fuel-In-Water Emulsion and Method of Making Same	09108 875	6907666
17	United States Diesel Fuel Recycling System and Apparatus to Reduce Vapor Emissions of Diesel Fuel	10114 426	8626 182

PATENT  
 REEL: 014277 FRAME: 0864

TRADEMARK  
 REEL: 003905 FRAME: 0695



US PENDING			
18	United States	Apparatus and Method for Controlling a Fuel Injector Assembly of an Internal Combustion Engine During Cold Operation Thereof	08/19/99, 636
19	United States	Consistent Heating Value Aqueous Fuel Mixture and Method for Formulating Same	09/21/08, 650
20	United States	Improved Aqueous Fuel Formulation for Reduced Deposit Formation on Engine System Components	09/26/09, 848
21	United States	Stable Invert Fuel Emulsions Compositions and Method for Making Same	09/10/08, 232
22	United States	Fuel Emulsion Compositions Having Reduced NOx Emissions	08/16/00, 073
23	United States	High Stability Fuel Compositions	08/10/08, 447
24	United States	Method for Manufacturing an Emulsified Fuel	10/16/09, 046
	FOREIGN ISSUED		
25	Argentina	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	319801
26	AUSTRALIA	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	5730290
27	AUSTRALIA	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	2232485
28	AUSTRALIA	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELS	3851489
29	AUSTRALIA	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions	4254897
30	AUSTRALIA	Fuel Recirculation System	715418
31	AUSTRALIA	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel	719415
32	AUSTRALIA	Fuel Control System for an Internal Combustion Engine Using an Aqueous Fuel Emulsion -	4149497
33	AUSTRALIA	Aqueous Fuel Emulsion Identification System and Anti-Tampering Device for an Internal Combustion Engine	4174097
34	AUSTRALIA	Fuel Blending Emulsion Unit	3976187
35	AUSTRALIA	Consistent Heating Value Aqueous Fuel Mixture and Method for Formulating Same	2585089
36	AUSTRALIA	Staged Injection of an Emulsified Diesel Fuel into a Combustion Chamber of a Diesel Engine	1615299
37	Austria	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	2577989
38	Belgium	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	30121745.5
39	Bulgaria	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	50121745.5
40	Canada	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	100888
41	Canada	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	2028854
42	Chile	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	2187076
43	China	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	459-91
44	Czech Republic	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	35192951.8
		AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	PV-5490-80

PATENT

REEL: 014277 FRAME: 0865

TRADEMARK

REEL: 003905 FRAME: 0696

45	Denmark	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	90121745.5	DK 0431357
46	Egypt	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel II)	312/91	18428
47	Europe	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	90121745.5	431957
48	Europe	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	95915449.3	754214
49	Europe	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions - Coleman, Gerald N	97940866.3	935495
50	Europe	Fuel Recirculation System	98003425.1	992888
51	Europe	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel	97939396.4	923368
52	Europe	Fuel Control System for an Internal Combustion Engine Using an Aqueous Fuel Emulsion	97939371.3	958439
53	Europe	Aqueous Fuel Emulsion Identification System and Anti-Tampering Device for an Internal Combustion Engine	97937191.1	958437
54	Europe	Fuel Emulsion Delivery Detection Method and System for an Electronically Controlled Engine -	99965181.5	1169562
55	France	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	90121745.5	FR 0431357
56	France	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions - Coleman, Gerald N	97940866.3	939499
57	France	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel	97939396.4	923368
58	Germany	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	90121745.5	5802697.5
59	Germany	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions - Coleman, Gerald N	97940866.3	935495
60	Germany	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel	97939396.4	923368
61	Great Britain	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	95915449.3	754214
62	Great Britain	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions - Coleman, Gerald N	97940866.3	935495
63	Great Britain	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel	97939396.4	923368
64	Greece	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	90121745.5	GR 0431357
65	Hungary	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	99902719	217789
66	India	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	11080190	178023
67	India	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	183419	183419
68	Indonesia	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	P000263	ID0000765
69	Iran	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	26887	24557
70	Ireland	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	172991	92459
71	Israel	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	113176	113176
72	Italy	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	90121745.5	2319805E98
73	Italy	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions - Coleman, Gerald N	97940866.3	935495
74	Japan	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	51571190	3233930

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PATENT

REEL: 014277 FRAME: 0866

TRADEMARK

REEL: 003905 FRAME: 0697

75	Japan	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	7-52824	2668589
76	Luxembourg	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	80121745.5	LJ 0431357
77	Malaysia	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	PI9100882	MY108886A
78	Malaysia	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	PI 9500829	
79	Mexico	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	23361	172588
80	Mexico	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	25684	179808
81	Mexico	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	864555	211769
82	Mongolia	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	2123	1580
83	Morocco	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	22429	22168
84	Netherlands	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	80121745.5	NL 0431357
85	New Zealand	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	250841	250841
86	New Zealand	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	263877	263877
87	Norway	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	922007	305269
88	Philippines	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	42528	1-1891-42528
89	Philippines	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	1-50204	1-1895-50204
90	Poland	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	P287705	166835
91	Poland	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	P316680	178645
92	Portugal	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	97742	97742
93	Republic of Korea (South)	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	92-702313	140876
94	Republic of Korea (South)	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	705638789	201204
95	Republic of Moldova	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	88-0335	1885
96	Russian Federation	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	8052362.04	2065756
97	Russian Federation	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	89121786	2134716
98	Singapore	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	9608303-5	43320
99	Slovakia	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	PV-5480-80	280027
100	South Africa	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	908821	908821
101	South Africa	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	9173901	9173901
102	South Africa	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	952753	952753
103	Spain	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	80121745.5	ES 0431357

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REEL: 014277 FRAME: 0867

TRADEMARK  
REEL: 003905 FRAME: 0698

104	Sweden	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	90121745.5	SE 0431357
105	Sweden	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel	97893936.4	928368
106	Switzerland	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	90121745.5	CH 0431357
107	Ukraine	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	99114326.6M	48948
108	United Kingdom	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel I)	90121745.5	GB 0431357
109	Venezuela	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	0855-91	53911
110	Venezuela	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	508-85	57619
111	Viet Nam	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	S19880331	1793
112	Yugoslavia	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	P-1186891	48378
	FOREIGN PENDING			
113	AUSTRALIA	Diesel Fuel Recycling System and Apparatus to Reduce Vapor Emissions of Diesel Fuel	US0210284	
114	AUSTRALIA	WATER-IN-OIL-EMULSION FUEL	9788201	
115	Brazil	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	P18907273-0	
116	Brazil	Fuel Blending Emulsion Unit	P18908103-2	
117	Canada	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELOILS	2269249	
118	Canada	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emulsions	2266370	
119	Canada	Fuel Recirculation System	2247403	
120	Canada	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel	2266593	
121	Canada	Fuel Control System for an Internal Combustion Engine Using an Aqueous Fuel Emulsion -	2266591	
122	Canada	Aqueous Fuel Emulsion Identification System and Anti-Tampering Device for an Internal Combustion Engine	2266592	
123	Canada	Fuel Blending Emulsion Unit	2321045	
124	Canada	Constant Heating Value Aqueous Fuel Mixture and Method for Formulating Same	2313686	
125	Canada	Method of Operating an Engine with a Mixture of Gaseous fuel and Emulsified Pilot Fuel to Reduce Nitrogen Oxide Emissions	2321453	
126	Canada	Staged Injection of an Emulsified Diesel Fuel into a Combustion Chamber of a Diesel Engine	2321284	
127	Canada	Diesel Fuel Recycling System and Apparatus to Reduce Vapor Emissions of Diesel Fuel	2443651	
128	Chile	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	501-95	
129	China	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel III)	91103560.5	
130	China	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELOILS	99000778.5	
131	Czech Republic	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	PV2916-98	

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132	Europe	Diesel Fuel Recycling System and Apparatus to Reduce Vapor Emissions of Diesel Fuel	02733932.4	
133	Europe	Method of Operating an Engine with a Mixture of Gaseous Fuel and Emulsified Pilot Fuel to Reduce Nitrogen Oxide Emissions	1973703	
134	Europe	Staged Injection of an Emulsified Diesel Fuel into a Combustion Chamber of a Diesel Engine	99904563.6	
135	Europe	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELOILS	98905668.2	
136	Europe	Fuel Blending Emulsion Unit	999186651.3	
137	Europe	Fuel Blending Emulsion Unit	99905761.5	
138	Europe	Fuel Cooling System for Fuel Emulsion Based Compression Ignition Engine	98959027.8/1307530	
139	Europe	Constant Heating Valve Aqueous Fuel Mixture and Method for Formulating Same	99993071.8	
140	Finland	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	98963046.2/	
141	Hong Kong	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELOILS	no.16152189	
142	India	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	983957	
143	India	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELOILS	105553.8	186673
144	India	WATER-IN-OIL-EMULSION FUEL	563/DEL/95	
145	Indonesia	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	9800015	
146	Japan	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELOILS	940DEL/2001	
147	Japan	Apparatus and Method for Detecting and Handling Liquid Separation in Liquid Emissions - Coleman, Gerald IV	P-990639	
148	Japan	Fuel Recirculation System	11-553189	
149	Japan	Fuel Control System for an Internal Combustion Engine Using a Low Cetane Quality Fuel	10-520450	
150	Japan	Fuel Control System for an Internal Combustion Engine Using an Aqueous Fuel Emission -	10-534449	
151	Japan	Aqueous Fuel Emulsion Identification System and Anti-Tampering Device for an Internal Combustion Engine	10-515631	
152	Japan	Fuel Blending Emulsion Unit	10-515646	
153	Japan	Constant Heating Valve Aqueous Fuel Mixture and Method for Formulating Same	10-515628	
154	Japan	Method of Operating an Engine with a Mixture of Gaseous Fuel and Emulsified Pilot Fuel to Reduce Nitrogen Oxide Emissions	2000-531,523	
155	Japan	Staged Injection of an Emulsified Diesel Fuel into a Combustion Chamber of a Diesel Engine	2000-539109	
156	Japan	Diesel Fuel Recycling System and Apparatus to Reduce Vapor Emissions of Diesel Fuel	2000-532,824	
157	Korea	Diesel Fuel Recycling System and Apparatus to Reduce Vapor Emissions of Diesel Fuel	2002-579638	
158	Libya	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF COMBUSTION (Aqueous Fuel II)	10-2003-7013103	
159	Mexico	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUELOILS	239/81	
160	Mexico	Diesel Fuel Recycling System and Apparatus to Reduce Vapor Emissions of Diesel Fuel	9911896	217059
			PA/2003/009142	

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REEL: 014277 FRAME: 0869

TRADEMARK

REEL: 003905 FRAME: 0700

161	Norway	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	P884163	
162	Philippines	WATER-IN-OIL-EMULSION FUEL	1-2001-02056	
163	Republic of Korea (South)	AQUEOUS EMULSION FUELS FROM PETROLEUM RESIDUUM-BASED FUEL OILS	1999-7012130	
164	Romania	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	95-01928	
165	Slovakia	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	PV1282-98	754214
166	Turkey	AQUEOUS FUEL FOR INTERNAL COMBUSTION ENGINE & METHOD OF PREPARING SAME	1202285	

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PATENT  
REEL: 014277 FRAME: 0870

TRADEMARK  
REEL: 003905 FRAME: 0701

**SCHEDULE B TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**between**  
**CLEAN FUELS TECHNOLOGY, INC.**  
**and**  
**STAFFORD TOWNE, LTD., AS AGENT**

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**U.S. TRADEMARKS**

<b>Mark</b>	<b>U.S. Regis./App. No.</b>	<b>Status</b>
1 A-95	1848044	Registered
2 RENOX	2327863	Registered
3 AQUADISEL	78/078149	Extension
4 POWERED WITH WATER	1883987	Registered
5 GLOBE WITH RINGS	2707542	Registered
6 AQUATANE	78/078169	Extension
7 AQUADYNE	78/078169	Publication for Opposition
8 EDFO	76/464254	Publication for Opposition
9 CLEENOIL	78/301157	New
10 H2OIL	78/301163	New

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**PATENT**  
**REEL: 014277 FRAME: 0871**

**TRADEMARK**  
**REEL: 003905 FRAME: 0702**

**SCHEDULE C TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**between**  
**CLEAN FUELS TECHNOLOGY, INC.**  
**and**  
**STAFFORD TOWNE, LTD., AS AGENT**

**LICENSES**

1. Exclusive License Agreement, dated January 3, 1994 (and as amended effective January 1, 1995, July 31, 1998, January 27, 1999 and April 30, 2001), between Rudolf Gunnerman and the Company, as assigned by Gunnerman to Capital Strategies Fund, Ltd. effective April 23, 2003.

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**PATENT**  
**REEL: 014277 FRAME: 0872**

**TRADEMARK**  
**REEL: 003905 FRAME: 0703**



:37 FAX 612 807 7100

OPPENHEIMER LAW FIRM

022

**SCHEDULE D TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**between**  
**CLEAN FUELS TECHNOLOGY, INC.**  
**and**  
**STAFFORD TOWNE, LTD., AS AGENT**

**U.S. COPYRIGHTS**

3.

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RECORDED: 01/27/2004

**PATENT**  
2130343-10-01/20/2004  
REEL: 014277 FRAME: 0873

RECORDED: 12/17/2008

TRADEMARK  
REEL: 003905 FRAME: 0704