

5.15.00

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

06-06-2000

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

MAY 15 PM 12: 25



101374138

OPR/FINANCE

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

75552026

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

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)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

06/06/2000 DNGUYEN 00000064 75552026

FOR OFFICE USE ONLY

01 FC:401

40.00 DP

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: 002083 FRAME: 0816

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75 552026"/>	<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"/>	<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.

Doak Brown

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<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"/>	<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"/>	<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"/>
<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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (the "Agreement") is by and between **U.S.F. Surface Preparation Group, Inc.**, a Georgia corporation and **United States Filter Corporation**, a Delaware corporation (collectively called "Seller"), and **Sheree Moore and Thomas Page**, jointly ("Purchasers").

WITNESSETH:

WHEREAS, Seller and Pro Earth, LLC are the parties to that certain Letter Agreement dated _____, 2000 (the "Letter Agreement"), providing for the assignment to Pro Earth, LLC or its assignees and sale to Pro Earth, LLC or its assignees of specific assets of Seller in consideration of the payment of the agreed purchase price by Pro Earth, LLC or its assignee to Seller;

WHEREAS, Pro Earth, LLC hereby assigns, conveys and grants to Purchaser all of its rights, title, and interests in and to the Letter Agreement with regards to the assets purchased herein; and

NOW, THEREFORE, in consideration of the purchase price, the consideration herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchasers hereby agree as follows:

1. All capitalized terms shall have the following meaning:

"Affiliates" shall mean any persons that, directly or indirectly, control or are controlled by or are under common control with any other persons. As used in the preceding sentence, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity referred to, whether through ownership of voting securities, by contract, or otherwise, and the term "controlling" and "controls" shall have meanings correlative to the foregoing. As used in the first sentence of this paragraph defining Affiliates, "persons" shall mean any individuals or entities and any heirs, executors, administrators, legal representatives, successors or assigns thereof where the context so admits.

"Assets" shall have the meaning stated in Section 2.

"Effective Date" shall mean the date upon which this letter agreement has been signed by USF.

"Pro Earth" shall mean Pro Earth, LLC, a Texas limited liability company, or its assignee.

"Purchase Price" shall mean \$2,096,447.00 as determined in accordance with Exhibit "B" attached hereto.

“Technology” shall mean U.S. Patent No. 5469597, U.S. Patent No. 5704989 (the “Patents”) and the documentation directly relating to the Patents, the trade name “VaxJet,” and the domain name “VaxJet.com” and variants thereof, and, to the extent directly derived from the Patents and used in the manufacture and sale of mobile surface preparation equipment utilizing continuous water recycling, trade secrets, confidential information and other directly derived intellectual properties.

2. Transfer of Assets. Seller hereby conveys, grants, bargains, sells, transfers, sets over, delivers, and assigns unto Purchasers and their successors and assigns, and Purchasers hereby acquires from Seller, all of Seller’s right, title and interest in and to the equipment and patents (the “Assets”), more specifically described in Exhibit “A” attached hereto. TO HAVE AND TO HOLD such Assets unto the Purchasers, their successors and assigns, and for their use forever.

3. Purchase Price. Upon the Effective Date of this Agreement Purchasers shall deliver by wire transfer \$2,096,447.00 (the “Purchase Price”) in good funds to Seller. The Purchase Price is allocated among the components as set forth on Exhibit “B.”

4. Representations and Warranties by Seller. Seller represents and warrants to Purchasers as follows:

(a) Seller has good and valid title to the Assets. Seller has the complete and unrestricted right, power, and authority to sell, transfer, and assign the Assets pursuant to this Agreement. The delivery of the Assets to the Purchasers as herein contemplated will vest in the Purchasers good and valid title to all the Assets.

(b) Seller will not reveal any proprietary information involved with the Patents to any person, firm, or entity.

(c) There are no outstanding options, licenses or agreements of any kind relating to the use of the Assets.

(d) Seller has the full right and power to enter into this Agreement and sell, assign and transfer the Assets, and Seller has not entered into or will enter into any other agreement in conflict with this Agreement.

(e) Seller is duly incorporated and validly existing in Georgia and Delaware, in good standing under the laws of Georgia and Delaware, with corporate power and authority to carry on its business as presently conducted.

(f) This Agreement will transfer all of the Assets to Purchasers free and clear of all liens, claims and encumbrances whatsoever.

(g) There are no legal actions, suits, arbitrations, or other legal, administrative or other governmental proceedings pending or overtly threatened against Seller regarding its ownership or use of the Assets.

(h) Seller will permit Sheree Moore and Thomas Page to place forwarding messages on their office voice mail in the offices of Seller for 90 days and will advise customers and other callers where Sheree Moore and Thomas Page may be located after Closing.

5. Noncompetition Covenant. Other than the specific assets which are described on **Exhibit "C"** hereof, which assets may be retained and/or sold by Seller to third parties and other than relating to the use of other assets already purchased by Seller or its Affiliates (referred to collectively herein as "Seller's Assets"), Seller agrees that neither Seller nor its Affiliates will, without the consent of the Purchasers use the Technology within the geographical boundaries of the United States and its territories and will not use or market, sell or transfer the Technology outside the geographical boundaries of the United States and its territories for a period of seven years following the effective date of this Agreement or the term of the Patents, whichever is longer. Seller acknowledges that a remedy at law for any breach or attempted breach of this Section 5 will be inadequate and further agrees that any breach of this Section 5 will result in irreparable harm to the Purchasers and their business and the Purchasers shall, in addition to any other remedy that may be available to them, be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Seller acknowledges that this covenant not to compete is being provided in order to induce the Purchasers to acquire the Assets and that this Section 5 contains reasonable limitations as to time, geographical area and scope of activity to be restrained that do not impose a greater restraint than is necessary to protect the goodwill or other business interest of the Purchasers. Whenever possible, each provision of this Section 5 shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Section 5 shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Section 5 but shall be confined in its operation to the provision of this Section 5 directly involved in the controversy in which such judgment shall have been rendered. In the event that the provisions of this Section 5 should ever be deemed to exceed the time or geographic limitations permitted by applicable laws, then such provision shall be reformed to the maximum time or geographic limitations permitted by applicable law.

6. Purchasers' Representations. Purchasers represent and warrant to Seller as follows:

(a) Purchasers shall assume all liability for warranty claims made after the Effective Date in connection with the Technology and the Assets, notwithstanding the fact that such claims may arise out of incidents which occur before Closing, but with the exception that Purchaser shall not assume and shall not be liable for any warranty claims arising out of breaches of the warranty provided by U.S. Filter Schmidt, Inc. in connection with the Assets. U.S. Filter Schmidt, Inc. shall provide its standard warranty with respect to workmanship only.

(b) Purchasers shall assume all liability for collecting the accounts receivable set forth on the Financial Schedule and shall hold harmless and release Seller from any liability with respect to such accounts receivable, including their collectibility.

(c) Seller shall have the right, power and authority to retain or to sell to third parties any Seller's Assets without any obligation to pay royalties on such Seller's

Assets to Pro Earth, LLC, Sheree Moore or Thomas Page. The use or the sale by Seller of such Seller's Assets shall not be deemed to be a breach of the noncompetition covenant from Seller to Purchasers.

7. Indemnification. Each Party ("Indemnitor") hereby agrees to indemnify and hold harmless the other party ("Indemnitee") against and in respect of all claims, actions, demands, losses, costs, expenses, liabilities, penalties, and other damages, including without limitation reasonable counsel fees and other costs and expenses reasonably incurred in investigating or in attempting to avoid same or oppose the imposition thereof or in enforcing any indemnification under this Agreement sustained by Indemnitee from any inaccurate representation made by Indemnitor in or pursuant to this Agreement, any breach of any of the warranties made by Indemnitor in or pursuant to this Agreement or breach or default in the performance by Indemnitor of any of the obligations to be performed by it hereunder or, in each case noted above, in any certificate, agreement or any instrument executed by the Indemnitor, or document prepared and delivered by the Indemnitor, pursuant to this Agreement.

8. Further Conveyances. Seller covenants and agrees with Purchasers that Seller will, whenever and as often as required to do so by Purchasers, their successors and assigns, do, execute, acknowledge and deliver such other instruments of conveyance and transfer and take such other action as may reasonably be required more effectively to convey, transfer to and vest in Purchasers, their successors and assigns, and to put Purchasers, their successors and assigns, in possession of the Assets conveyed, transferred and delivered hereunder, and in the case of contracts, leases and other property rights or interests, if any, which cannot be transferred effectively without the consent of third parties to use their best efforts to obtain such consents and to take such other action as may be reasonably necessary to assure to Purchasers, their successors and assigns, all rights and benefits thereof.

9. Choice of Law. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of Texas.

10. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon Seller and Purchaser and their respective successors and assigns.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(c) Headings. The headings of particular provisions of this Agreement are inserted for convenience only and shall not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement.

EXECUTED to be made effective as of March 6, 2000.

SELLER:

**U.S.F. Surface Preparation Group, Inc., a
Georgia corporation**

By: Thomas P. Warren
Name: Thomas P. Warren
Title: President + COO

**United States Filter Corporation, a
Delaware corporation**

By: _____
Name: _____
Title: _____

PURCHASERS:

Sheree Moore

Thomas Page

EXECUTED to be made effective as of March 6th, 2000.

SELLER:

**U.S.F. Surface Preparation Group, Inc., a
Georgia corporation**

By: _____

Name: _____

Title: _____

**United States Filter Corporation, a
Delaware corporation**

By: Kevin Spence

Name: Kevin Spence

Title: Exec. V. Pres. and CFO

PURCHASERS:

Sherree Moore

Thomas Page

EXECUTED to be made effective as of March 6, 2000.

SELLER:

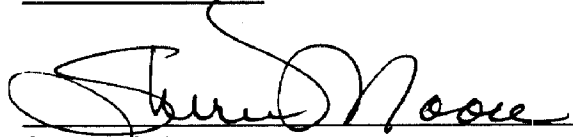
**U.S.F. Surface Preparation Group, Inc., a
Georgia corporation**

By: _____
Name: _____
Title: _____


**United States Filter Corporation, a
Delaware corporation**

By: _____
Name: _____
Title: _____

PURCHASERS:



Sheree Moore



Thomas Page

EXHIBIT "A"

THE ASSETS

- a) The Technology
- b) 8 Trucks
- c) Miscellaneous Inventory (Subject to On Hand) and VaxJet Inventory On Hand as of 1/22/00
- d) Unprocessed Inventory including December Purchases, RecovrX Return of Unit and January Purchases
- e) Note Receivable Balance from Pro Earth, L.L.C. in the amount of \$351,985.00
- f) Accounts Receivable:
 - 1) Enviro Clean = \$628.85
 - 2) Falcon Auto Wash = \$7,469.04
 - 3) North Brothers = \$334.50
 - 4) Recoverx = \$2,620.78
 - Total = \$11,053.17

EXHIBIT "B"

FINANCIAL SCHEDULE

USF Surface Preparation Group, Inc. and VaxJet
Adjusted Agreement Exhibit
February 7, 2000

	<u>Beginning</u>	<u>Adjustments</u>	<u>Adjusted</u>
Sub-total Per Agreement:	2,600,000		2,600,000
Less 5 Trucks at 118,351 each		(591,755)	<u>(591,755)</u>
New Adjusted Schedule			2,008,245
RecovrX Associated Adjustments			
Add Returned RecovrX Unit to Schmidt Inventory		(122,000)	
Agree to pay 50% of repair and cost reduction		1,443	1,443
Add Back Margin on RecovrX		15,500	45,500
Add Back Royalties on RecovrX		13,400	13,400
Add Interest & Expenses-RecovrX (50% of 12,711)		6,356	3,656
Adjust for Actual December (prior schedule)		(12,600)	(12,600)
Actual December Expenses		36,770	36,770
Actual December Income			(1,088)
Add Actual January Expenses (thru 1/26/00)		25,289	25,289
Actual January Income			(509)
Add Actual February Expenses			14,494
Estimated Inventory on Hand-New Purchases			
Less Inventory Not Processed (prior schedule)			(21,043)
December 1999			11,437
January 2000			-
Less Estimated on Hand Inventory (prior schedule)			(25,000)
Physical Inventory January 26, 2000			<u>22,360</u>
Total Adjusted Cost per Agreement with respect to Assets sold pursuant to this Bill of Sale and pursuant to Bill of Sale from Seller to Hydro Wash Recycling Systems, Inc. effective February ____, 2000			<u>2,125,052</u>

EXHIBIT "B"

FINANCIAL SCHEDULE

Purchase Price Allocation

Total Consideration	\$2,125,052
Less Equipment sold to Hydro Wash Recycling Systems, Inc. by Bill of Sale effective February ____, 2000	(28,605)
Purchase Price	<u><u>\$2,096,447</u></u>

Purchase Price Allocation:

Equipment and Inventory	\$1,262,010
Patents	\$471,399
Payoff of note receivable from ProEarth, LLC and assumption of accounts receivable listed on Exhibit "A"	\$363,038

EXHIBIT "C"

ASSETS RETAINED BY SELLER

- a) UNIT # 701, VIN# 3FEXF8015XMA03642
- b) UNIT # 702, VIN# 3FEXF8017XMA03643 (DEMO)
- c) UNIT # 723, VIN# 3FEXF801XXMA17889 (DEMO)
- d) UNIT # 731, VIN# 3FEXF8014XMA19900
- e) UNIT # 736, VIN# 3FEXF801XXMA19965 (RECOVRX)
- f) UNIT # 738, VIN# 3FEXF8015XMA19968

CAMPBELL & RIGGS

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

TWO POST OAK CENTRAL, SUITE 2300
1980 POST OAK BOULEVARD
HOUSTON, TEXAS 77056-3810

TELEPHONE 713-621-6721
FAX 713-621-5453

IN SOUTH CAROLINA:
1080 SILVER BLUFF ROAD
AIKEN, SOUTH CAROLINA 29803-5878

TELEPHONE 803-649-2444
FAX 803-649-2923

May 11, 2000

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Trademark Assignment

Ladies and Gentlemen:

Enclosed for recordation is the Bill of Sale and Assignment Agreement which assigns ownership of the VaxJet trademark along with the required cover sheet. We have also enclosed a check in the amount of \$40.00 for the required filing fee. Please return to us evidence of the recording.

If you have any questions, please do not hesitate to call.

Sincerely yours,

CAMPBELL & RIGGS, P.C.

By: _____


Doak Brown

DB:dp
Enclosures

62714.1 43644-50-002 / DBROWN

RECORDED: 05/15/2000

TRADEMARK
REEL: 002083 FRAME: 0830