

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADS LLC	FORMERLY ADS CORPORATION	10/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 East Trimble Road, M/C 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1079257	ACCUSONIC
Registration Number:	1234372	QUADRA SCAN
Registration Number:	1612768	ADS
Registration Number:	2085920	UNDERGROUND INTELLIGENCE
Registration Number:	2250075	INTELLIFLOW
Registration Number:	2440341	INTELLISCAN
Registration Number:	2942368	SMART DEPTH
Registration Number:	2946351	MLI
Registration Number:	1587428	HYDRA-STOP
Registration Number:	2008669	HYDRA-TURN
Registration Number:	2011999	INSTA-VALVE
Registration Number:	2113391	HYDRA-TAP
Registration Number:	3003454	INSTA-DAM

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Registration Number:	3110853	PIPELINE ONLINE
Serial Number:	78679765	I-SITE
Serial Number:	78694149	ADS ENVIRONMENTAL SERVICES
Serial Number:	78698459	ACCUFLOW
Serial Number:	78744584	INTELLISERVE
Serial Number:	78743641	INTELLISITE
Serial Number:	78730450	SLIICER.COM
Serial Number:	78729895	SLIICERVIEWER
Serial Number:	78730471	FLOWVIEW PORTAL
Serial Number:	78701151	RAINVIEWER
Serial Number:	78730424	ADS RAIN INSURANCE
Serial Number:	76653488	JR. HYDRA-STOPPER
Serial Number:	78486493	FLOWSHARK
Serial Number:	78751410	ISERVE
Serial Number:	78773885	ACCUSONIC MODEL 7500
Serial Number:	78774150	ACCUSONIC MODEL 7510
Serial Number:	78774245	ACCUSONIC MODEL 7510+
Serial Number:	78811432	ADS MODEL 3600
Serial Number:	78811395	ADS MODEL 4000
Serial Number:	78973134	PROFILE

CORRESPONDENCE DATA

Fax Number: (650)833-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-833-2247
Email: charlotte.fu@dlapiper.com
Correspondent Name: Charlotte X. Fu
Address Line 1: 2000 University Ave.
Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	355281-27
NAME OF SUBMITTER:	Charlotte X. Fu
Signature:	/Charlotte Fu/
Date:	01/09/2007

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2006 by and between COMERICA BANK ("Bank") and ADS LLC, a Delaware limited liability company, formerly known as ADS CORPORATION ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and NOVA TECHNOLOGIES CORPORATION, a Delaware corporation, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

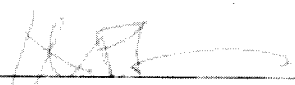
GRANTOR:

Address of Grantor:

4940 Research Drive
Huntsville, AL 35888
FAX: (256) 430-6633

Attn: Manager

ADS LLC, a Delaware limited liability company


By: John F. Kennedy
Its: Manager

BANK:

Address of Bank

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By:

Title:

Signature Page to IP Security Agreement (ADS)

TRADEMARK
REEL: 003457 FRAME: 0212

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
IntelliScan 1.0	TX 5-696-375	03/06/2003
IntelliScan 1.5	TX 5-734-843	03/06/2003
QuadraScan 5.06	TX-5-839-307	09/15/2003
A Pressure Installation Primer	TX-3-664-950	11/3/1993
A Pressure Installation Primer: Basic Information and Procedures for Line Tapping and Line Stopping	TX-2-444-265	11/7/1998
Insta-Valve: Hydra-Stop Insertable Valve	TX-5-090-116	12/2/1999
HYDRA-Tight Seal Installation Procedures for Water Piping	TX-u-965-340	
Tight Seal Installation Procedures for Gas Piping	TX-u-965-341	
HYDRA-Tight Seal Installation Procedures for Nuclear Piping	TX-u-965-342	
HYDRA-Tight Seal: Carbon Steel Specifications for Retaining Bands	TX-u-965-343	
HYDRA-Tight Seal Installation Procedures for Waste Water Piping	TX-u-966-332	
Hydra-Tight Seal: Stainless Steel Specifications for Retaining Bands	TX-u-966-434	
Hydra-Tight Seal: EPDM Rubber Specifications, M4AA710A13B13C12EA14Z1Z2Z3	TX-u-966-474	
Hydra-Tight Seal Nitrile Rubber Specifications: M2BG610A14B114EF11E034Z1Z2Z3	TX-u-970-308	
Side Tapping Machine (Technical Drawing)	VA-u-337-553	
Under-Pressure Applications	TX-4-147-355	

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Sewer Flow Monitoring Method and System	6,807,494	10/19/2004
Flow Transport Analysis Method and System	6,757,623	06/29/2004
Method & System for Analyzing the Effect of I/I on a Sewer System	6,701,261	03/02/2004
Deformable Antenna Assembly for Mounting in Gaps and Crevices	6,825,813	11/30/2004
Velocity Measurement System	5,020,374	06/04/1991
Sewer Flow Measurement Control System	5,198,989	03/30/1993
Detecting and Measuring Liquid Flow Remote Sewer Structure	5,942,698	08/24/1999
Flow meter for Explosion Hazard Environments	6,044,714	04/04/2000
Low Profile Antenna	6,518,933	02/11/2003
Improved Line Stop Machines	5,186,199	02/16/1993
Method for the Cleaning of Water Mains	5,915,395*	06/29/1999
Method and Apparatus for Maintaining Valves in a Water Distribution System	6,125,868	10/03/2000
Conduit Flow Controller	6,810,903	11/02/2004
Flow Transport Analysis System ad Method	10/757,446	1/15/2004

*This patent is currently subject to a claim by Severn Trent Environmental Services, Inc. ("ST") that it was an excluded asset mistakenly scheduled as an asset to be transferred to ADS in ADS's acquisition of ST's pipeline services business. ADS' ownership in patent and thus its grant of a security interest therein hereunder is subject to resolution of this claim.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Accusonic	1,079,257	12/13/1977
Quadra Scan	1,234,372	04/12/1983
ADS (Design)	1,612,768	09/11/1990
Underground Intelligence	2,085,920	08/05/1997
Intelliflow	2,250,075	06/01/1999
Intelliscan	2,440,341	04/03/2001
Smart Depth	2,942,368	04/19/2005
MLI	2,946,351	05/03/2005
Hydra-Stop	1,587,428	03/20/1990
Hydra-Turn	2,008,669	10/15/1996
Insta-Valve	2,011,999	10/29/1996
Hydra-Tap	2,113,391	11/18/1997
Insta-Dam	3,003,454	10/04/2005
Pipeline Online	3,110,853	07/04/2003
I-Site	78679765	07/27/2005
ADS Environmental Services	78694149	08/17/2005
AccuFlow	78698459	08/23/2005
IntelliServe	78744584	11/1/2005
IntelliSite	78743641	10/31/2005
Sliicer.com	78730450	10/11/2005
SliicerViewer	78729895	10/10/2005
FlowView Portal	78730471	10/11/2005
RainViewer	78701151	8/26/2005
ADS Rain Insurance	78730424	10/11/2005
Jr. Hydra-Stopper	76653488	01/18/2006
FlowShark	78486493	9/20/2004
iServe	78751410	11/10/2005
Accusonic Model 7500	78773885	12/15/2005
Accusonic Model 7510	78774150	12/15/2005
Accusonic Model 7510+	78774245	12/15/2005
ADS Model 3600	78811432	02/09/2006
ADS Model 4000	78811395	02/09/2006
Profile	78973134	09/13/2006