

08-17-1998

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

100795753

MRD

8-11-98

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 attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DB/AA/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

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Mail documents to be recorded with required cover sheet information to
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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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,774,820"/>	<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

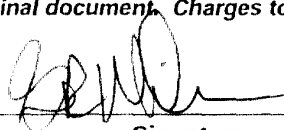
No

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.

Glenn R. Wilson

Name of Person Signing



Signature

August 11, 1998

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), dated as of January 30, 1998, is by and between Applied Environmental Enterprises, Inc., a New Jersey corporation ("Assignor"), and Smithers-Oasis Company, an Ohio corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of January 20, 1998 (the "Asset Purchase Agreement"), providing, among other things, that Assignor shall assign all of its rights, title and interest in, to and under the Intellectual Property (as defined in the Asset Purchase Agreement) and certain other related assets to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's right, title and interest in, to and under the trademark set forth on Exhibit A attached hereto (the "Trademark"), together with any registrations thereof in any patent or trademark office and the business appurtenant thereto and all rights of recovery for past infringement thereof.

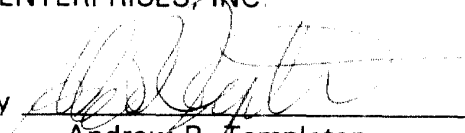
Assignor will, at any time and from time to time, upon request of Assignee, do execute, acknowledge and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring and confirming to Assignee, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, any or all of the trademarks intended to be assigned under this Assignment.

This Assignment shall be binding upon the successors, assigns, nominees, or other legal representatives of Assignor.

This Assignment shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio (without reference to the choice of law provisions of Ohio law).

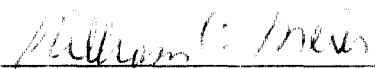
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered on its behalf, by its officer thereunto duly authorized, all as of the day and year first above written.

APPLIED ENVIRONMENTAL
ENTERPRISES, INC.

By 
Andrew R. Templeton

Accepted and Agreed to as of
the date first above written:

SMITHERS-OASIS COMPANY

By 
Name WILLIAM C. MEYER
Title VIC PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

On this 30 day of January, 1998, before me personally appeared the above-named Andrew R. Templeton, Vice President of Applied Environmental Enterprises, Inc., to me personally known as the individual who executed the foregoing Trademark Assignment, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

M. Diane Jones
Notary Public

My Commission Expires 11-24-00

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

On this 30 day of January, 1998, before me personally appeared the above-named William C. Melv, _____ of Smithers-Oasis Company, to me personally known as the individual who executed the foregoing Trademark Assignment, and who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

M. Diane Jones
Notary Public

My Commission Expires 11-24-00

EXHIBIT A

UNITED STATES REGISTERED TRADEMARKS

<u>Mark</u>	<u>Serial No./ Trademark No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
Professional MWA Concentrate	1774820	June 8, 1993	