

SERVICE MARK ASSIGNMENT

WHEREAS, ETG Environmental, Inc., a Pennsylvania corporation ("ETG") having offices in West Chester, Pennsylvania, is the sole and exclusive owner of the entire right, title and interest in and to the United States registration for the following service mark and of the service mark covered thereby, together with the goodwill of the business represented and symbolized by the service mark

<u>Service Mark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
THERM-O-DETOX	1,824,648	March 1, 1994

WHEREAS, MACTEC Environmental Technologies Company, L.L.C., a Colorado limited liability company ("MACTEC") having offices in Golden, Colorado, is desirous of acquiring the entire right, title and interest of ETG in and to said service mark registration and the service mark covered thereby, together with the goodwill of the business represented and symbolized by the service mark and

WHEREAS, ETG and MACTEC have entered into an Asset Purchase Agreement, dated as of the date stated above, providing for, among other things, the sale of the registration and associated service mark by ETG to MACTEC;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ETG does hereby assign, sell, transfer, and set over to MACTEC all right, title and interest in and to the THERM-O-DETOX mark throughout the world, together with the accompanying goodwill of the business represented and symbolized by said service mark and the registration thereof, in the United States, including any renewals and extensions of the registration that are or may be secured under the laws of the United States, now or hereafter in effect, for MACTEC's own use and enjoyment, and for the use and enjoyment of MACTEC's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ETG if this Assignment and sale had not been made; all common law rights and the right to renew, protect and defend said service mark; together with all income, royalties or payments due or payable as of the date of the signing of this Assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the service mark, with the right to sue for and collect the same for MACTEC's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

ETG hereby represents and warrants that its right, title and interest in and to said service mark are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.


ETG shall provide to MACTEC, its successors, assigns or other legal representatives cooperation and assistance at MACTEC's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required): (1) in the preparation and prosecution of any

application for registration or any application for renewal of a registration covering the said service mark; (2) in the prosecution and defense of any interference, opposition, infringement or other proceedings that may arise in connection with the said service mark, including, but not limited to, testifying as to any facts relating to the said service mark assigned herein and this Assignment; (3) in obtaining any additional service mark protection for the said service mark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment, including recordation of this Assignment in the United States Patent & Trademark Office.

This Assignment is executed pursuant to, and is not intended to limit, alter or amend the terms of the Asset Purchase Agreement by and between ETG and MACTEC of the date stated above.

ETG Environmental, Inc.

Date: Oct 29, 1999

By 
Name: RONALD J. BRASCA
Title: PRESIDENT & CEO