

06-01-2001

FORM PTO-1594

REC

5.24.01



U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 07490.0109

101735828

To the Honorable Commissioner of Patents and

Original documents or copy thereof.

1. Name(s) of conveying party(ies):

R.E. Wright Associates, Inc.

- Individual(s)
- Association
- Limited Partnership
- Corporation
- General Partnership
- Other:



Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: Asset Purchase Agreement

Execution Date: January 9, 1995

2. Name(s) and address(es) of receiving party(ies):

Name: Science Applications International Corporation

Address: 10260 Campus Point Drive  
San Diego, California 92121

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other:

If assignee is not domiciled in the United States, a domestic representative is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application Number(s):

B. Trademark Registration Number(s): 1,948,194

Additional numbers attached?

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ellen K. McDonnell, Esq.

Address: FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.  
1300 I Street, N.W.  
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

DO NOT USE THIS SPACE

9. 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.

Ellen K. McDonnell

Name of person signing

Signature

May 24, 2001

Date

Total number of pages including cover sheet, attachments and documents: 14  
141513\_1

**ASSET PURCHASE AGREEMENT**

By and Among

**SCIENCE APPLICATIONS INTERNATIONAL CORPORATION,**

**R. E. WRIGHT ENVIRONMENTAL, INC.,**

**WRIGHT LABORATORY SERVICES, INC.,**

**R. E. WRIGHT ASSOCIATES, INC.,**

**ENVIRONMENTAL RESTORATION SYSTEMS, INC.,**

**WRIGHT LAB SERVICES, INC.,**

**SUNRISE BUSINESS ENTERPRISES,**

**G & M LEASING,**

**RICHARD E. WRIGHT,**

**GWENDOLYN H. WRIGHT**

and

**NED E. WEHLER**

January 9, 1995

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**LIST OF EXHIBITS AND SCHEDULES**

<b>Exhibit A</b>	<b>Net Book Value Determination</b>
<b>Exhibit 2.01-A</b>	<b>List of Assets</b>
<b>Exhibit 2.01-B</b>	<b>List of Assets (WLS)</b>
<b>Exhibit 2.02</b>	<b>Excluded Assets</b>
<b>Exhibit 2.03-A</b>	<b>Bill of Sale</b>
<b>Exhibit 2.03-B</b>	<b>Bill of Sale (WLS)</b>
<b>Exhibit 2.04-A</b>	<b>Assumed Liabilities</b>
<b>Exhibit 2.04-B</b>	<b>Assumed Liabilities (WLS)</b>
<b>Exhibit 2.04-C</b>	<b>Assignment and Assumption Agreement</b>
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<b>Exhibit 3.02(e)</b>	<b>Distribution of Purchase Price</b>
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<b>Exhibit 5.00</b>	<b>Disclosure Schedule</b>
<b>Exhibit 7.03</b>	<b>Personnel Agreement</b>
<b>Exhibit 7.04-A</b>	<b>Noncompetition and Bonus Agreement (Wright)</b>
<b>Exhibit 7.04-B</b>	<b>Noncompetition Agreement (Wehler)</b>
<b>Exhibit 7.06-A</b>	<b>Wright-SAIC Directors</b>
<b>Exhibit 7.06-B</b>	<b>Lab-SAIC Directors</b>
<b>Exhibit 7.08-A</b>	<b>Lease - 3240 Schoolhouse Road</b>
<b>Exhibit 7.08-B</b>	<b>Lease - 34 Dogwood Lane</b>

- Exhibit 7.08-C**      **Lease - 3204 Schoolhouse Road**
- Exhibit 7.08-D**      **Lease - Three Room Building, Dogwood Lane**
- Exhibit 7.12(a)**      **Accounts Receivable**
- Exhibit 7.12(b)**      **Guaranteed Accounts Receivable**

**ASSET PURCHASE AGREEMENT**

9.11.95 This Asset Purchase Agreement (the "Agreement") is made and entered into as of this day of January, 1995, by and among Science Applications International Corporation, a Delaware corporation ("SAIC"), R. E. Wright Environmental, Inc., a Delaware corporation and a wholly-owned subsidiary of SAIC ("Wright-SAIC"), Wright Laboratory Services, Inc., a Delaware corporation and a wholly-owned subsidiary of Wright-SAIC ("Lab-SAIC") ("SAIC, Wright-SAIC and Lab-SAIC are sometimes collectively referred to herein as the "SAIC Parties"), R. E. Wright Associates, Inc., a Pennsylvania corporation ("REWAI"), Environmental Restoration Systems, Inc., a Nevada corporation ("ERS"), Wright Lab Services, Inc., a Pennsylvania corporation, ("WLS"), Sunrise Business Enterprises, a Pennsylvania general partnership ("Sunrise"), G & M Leasing, a Pennsylvania general partnership ("G & M"), Richard E. Wright, an individual ("R. Wright"), Gwendolyn H. Wright, an individual ("G. Wright") and Ned E. Wehler ("Wehler") (REWAI, ERS, WLS, Sunrise and G & M are sometimes collectively referred to herein as the "Sellers" and individually as a "Seller"; R. Wright, G. Wright and Wehler are sometimes collectively referred to herein as the "Principal Shareholders" and the Sellers and the Principal Shareholders are sometimes collectively referred to herein as the "REWAI Parties").

**WITNESSETH:**

WHEREAS, the Sellers are engaged in the business of environmental engineering and remediation; and

WHEREAS, the Principal Shareholders are the majority shareholders or general partners of Sellers, are officers and/or directors of certain of the Sellers and have been intimately involved in its operations and business; and

WHEREAS, the Sellers desire to sell and Wright-SAIC and Lab-SAIC desire to purchase, substantially all of the assets of the Sellers, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS**

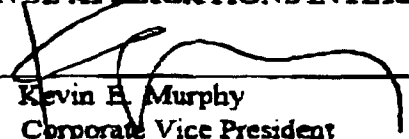
"Additional Earnout Amount" means up to One Million Dollars (\$1,000,000) which may be payable to the Sellers pursuant to the provisions of Section 3.03(b) hereof.

"Approved Claim" means a claim by any of the SAIC Parties against the Escrow Amount that constitutes an Approved Claim pursuant to Section 8.06.

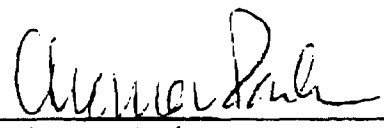


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective corporate seals to be affixed hereto, all as of the day and year first above written.

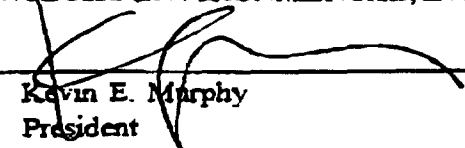
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

By:   
Kevin E. Murphy  
Corporate Vice President


Attest:

By:   
Aloma H. Park  
Assistant Secretary

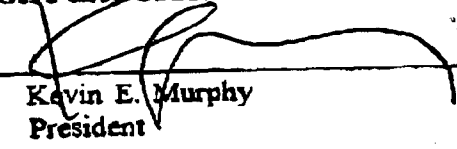
R. E. WRIGHT ENVIRONMENTAL, INC.

By:   
Kevin E. Murphy  
President

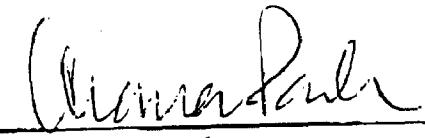
Attest:

By:   
Aloma H. Park  
Secretary

WRIGHT LABORATORY SERVICES, INC.

By:   
Kevin E. Murphy  
President

Attest:

By:   
Aloma H. Park  
Secretary

**WRIGHT LABORATORY SERVICES, INC.**

By: \_\_\_\_\_  
Kevin E. Murphy  
President

Attest:

By: \_\_\_\_\_  
Aloma H. Park  
Secretary

**R. E. WRIGHT ASSOCIATES, INC.**

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

Attest:

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

**ENVIRONMENTAL RESTORATION SYSTEMS, INC.**

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

Attest:

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

**WRIGHT LAB SERVICES, INC.**

By: *Richard E. Wright*  
Title: *President*

Attest:

By: *Ned E. Wehler*  
Title: *Secretary*

**SUNRISE BUSINESS ENTERPRISES**

By: *Richard E. Wright*  
Richard E. Wright  
General Partner

By: *Ned E. Wehler*  
Ned E. Wehler  
General Partner

By: *Mary W. Kirman*  
Mary W. Kirman  
General Partner

**G & M LEASING**

By: *Richard E. Wright*  
Richard E. Wright  
General Partner

By: *Ned E. Wehler*  
Ned E. Wehler  
General Partner

**PRINCIPAL SHAREHOLDERS**

*[Handwritten signature of Richard E. Wright]*

Richard E. Wright

*[Handwritten signature of Gwendolyn H. Wright]*

Gwendolyn H. Wright

*[Handwritten signature of Ned E. Wehler]*

Ned E. Wehler

Section 5.12 Leases - The following leases will remain in effect after the Closing Date:

	<u>Leased Facility</u>	<u>Address</u>
REWAI:	South East Pa. Office (SEPA)	495 Devon Park Drive Wayne, PA 19087
	Maryland Branch Office	125 Airport Drive Westminster, MD 21157
	Virginia Office	425 N. Center Drive Norfolk, VA 23502
ERS:	Texas Sales Office	11222 Richmond Avenue Houston, TX 77082
	Texas Storage Facility	Public Storage Rental Spaces Houston, TX

Attached herein (reference pages 18-124-Y) are copies of the above listed existing property leases.

Section 5.13 Patents, Trademarks, Trade Names, etc.

Active Patents, Trademarks, Trade Names, etc. are attached herein (reference pages 125).

REWAI has received the following patent notifications:

International Technology Corporation - Soils Remediation Patent  
The UPJOHN Company - Vacuum Extraction System Patent

(Reference attachments Section 5.13 Pages 126-141)

Section 5.14 Contract, Commitments and Bid Proposals

Contracts - attached is a list of open contracts and clients involving all active commitments (Section 5.14 pages 142-678).

January 9, 1995

8

r.e. wright associates, inc.

TRADEMARK  
REEL: 002307 FRAME: 0209

PATENTS.LEG

Revised: October 5, 1994

**R. E. WRIGHT ASSOCIATES, INC.**

**PATENT STATUS**

1. **Automatic Well Skimmer**
  - o Product Name: Auto-Skimmer
  - o Patent Issued: September 13, 1983
  - o Patent Number: 4404093
  
2. **In-Well Pump Skimmer**
  - o Product Name: none/patent fees eliminated/product never built or sold
  - o Patent Issued: May 24, 1988
  - o Patent Number: 4746423
  
3. **In-Well Separator**
  - o Product Name: Syphonid
  - o Patent Issued: April 25, 1989
  - o Patent Number: 4824562
  
4. **Automatic Well-Pump Skimmer Level Control**
  - o Product Name: Aquatrac
  - o Patent Issued: September 17, 1991
  - o Patent Number: 5049037
  
5. **Remote Monitoring and Control of Process Systems**
  - o Product Name: Site Boss
  - o Copyright Issued: 1994

*r.e. wright associates, inc.*