

04-15-2002

EET

Our Ref.: 052304-0013-0027



102055260

To the Commissioner of Patents and Trademarks.

Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

GeoSure, L.P.

4-9-02

Additional name(s) of conveying party(ies) attached?

Yes No

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

Environmental Data Resources Inc.

APR 9 2002

Street Address:

3530 Post Road
Southport, Connecticut 06490

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Domestic Representative designation attached? Yes No

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

Effective Date: March 25, 2002
Execution Date: March 25, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,256,565; 1,737,388; 2,210,795; 2,258,739;
2,208,796; 2,258,740; 2,264,179; 2,266,272

Additional numbers attached: Yes No

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

Name: Jessica N. Cohen
Internal Address: Morgan, Lewis & Bockius LLP
Attn: TMSU

6. Total number of applications and trademarks involved: 8

7. Total fee (37 C.F.R. §3.41): \$215.00
 Enclosed
 Authorized to be charged to deposit account 13-4520
 Debit insufficiency or credit over payment to Deposit Account No. 13-4520

04/12/2002 6TOM11 00000199 2256565

01 FC:481 40.00 DP
02 FC:482 175.00 DP

Street Address: 1111 Pennsylvania Avenue
City: Washington State: DC Zip: 20004

8. Deposit account number: 13-4520
Attach duplicate of page if paying by deposit account

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.

Jessica N. Cohen
Name of Person Signing

Signature

April 8, 2002
Date

Total number of pages including cover sheet, attachments and documents: 5

TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of March 25, 2002 (this "Assignment") is made by and between GeoSure, L.P., a New York limited partnership, having a principal business address at 505 Huntmar Park Drive, Herndon, Virginia 20170 ("Assignor"), and Environmental Data Resources Inc., a Delaware corporation ("Assignee").

WHEREAS, contemporaneously with the execution and delivery of this Assignment, Assignor and Assignee are entering into a certain Asset Purchase Agreement (the "Purchase Agreement"; capitalized terms used and not otherwise defined in this Assignment shall have the respective meanings set forth in the Purchase Agreement), providing for, among other things, the transfer and sale by Assignor to Assignee of certain Assets used in connection with the Business, all as more fully described therein; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the marks shown on the attached Schedule A (the "Marks"), together with the goodwill associated therewith.

NOW, THEREFORE, pursuant to and in connection with the Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title, and interest in and to the Marks, together with the goodwill associated therewith.

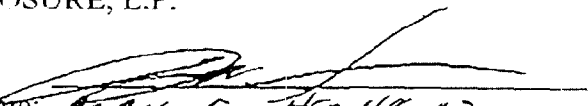
(a) All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee, its successors, assigns and other legal representatives.

(b) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.

(c) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

GEOSURE, L.P.

By: 
Name: Brian F. Frohman
Title: CEO

Accepted and agreed:

ENVIRONMENTAL DATA RESOURCES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first written above.

GEOSURE, L.P.

By: _____
Name:
Title:

Accepted and agreed:

ENVIRONMENTAL DATA RESOURCES, INC.

By: Anthony J. Bruncore
Name: Anthony J. Bruncore
Title: CEO

SCHEDULE A

	Mark/Country	Serial No.	Filing Date	Int'l Class	Reg. Date	Reg. No.	Status
	<u>UNITED STATES</u>						
1.	ENVIRONMENTAL RISK INFORMATION & IMAGING SERVICES	75/367,057	10/2/97	42	6/29/99	2,256,565	Registered
2.	ERIIS	74,266,937	4/17/92	42	12/1/92	1,737,388	Registered
3.	ERIISCAN	75/367,060	10/2/97	42	12/15/98	2,210,795	Registered
4.	ERIISCORE	75/367,058	10/2/97	36	7/6/99	2,258,739	Registered
5.	ERIISMAP	75/367,061	10/2/97	42	12/8/98	2,208,796	Registered
6.	ERIISNET	75/367,059	10/2/97	36	7/6/99	2,258,740	Registered
7.	ERIIS Plus Design	75/366,811	10/2/97	42	7/27/99	2,264,179	Registered
8.	Target Design	75/366,810	10/2/97	42	8/3/99	2,266,272	Registered