

Form PTO-1594 (Rev. 10/02) OMB No. 0661-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Innovative Material Systems, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Liquid Waste Technology, Inc. Internal Address: Street Address: 1611 Bush Street City: Baltimore State: MD Zip: 21230 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Maryland [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance: [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 02/12/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/190081

B. Trademark Registration No.(s) 2004302; 1478297 2243055 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Linda Tiller Internal Address: Blackwell Sanders Peper Martin LLP Street Address: 2300 Main, Suite 1000 City: Kansas City State: MO Zip: 64108

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41) \$ 115.00 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 11-0160

DO NOT USE THIS SPACE

9. Signature. Linda Tiller Name of Person Signing

Handwritten signature of Linda Tiller

March 4, 2003 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

## TRADEMARK ASSIGNMENT

**WHEREAS**, Innovative Material Systems, Inc., a Kansas corporation (“Assignor”), has agreed to transfer all of its right, title and interest in and to the trademarks listed in Exhibit TM attached hereto and the goodwill associated therewith (“Trademark Rights”) to Liquid Waste Technology, Inc., a Maryland corporation (“Assignee”) pursuant to an Agreement and Bill of Sale dated February 7, 2003 by and between Assignor and Assignee (“Purchase Agreement”).

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the Trademark Rights free and clear of any liens, encumbrances, mortgages, licenses, or other interests of third parties, together with that portion of the good will of the business of Assignor connected with the use of and symbolized by the trademarks included in the Trademark Rights and the know how associated with and necessary to control the nature and quality of goods associated with the Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the Trademark Rights.

Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the Trademark Rights or the history thereof as may be known to it.

Assignor warrants that it owns, and is hereby transferring to Assignee, all right, title and interest in the Trademark Rights, and that, to the best of Assignor’s knowledge, the Trademark Rights are not subject to any liens, encumbrances, mortgages, licenses, or other interests of third parties.

This Trademark Assignment is being delivered pursuant to and as a condition to closing of the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of February 12, 2003.

ASSIGNOR

INNOVATIVE MATERIAL SYSTEMS, INC.

By: [Signature]  
Name: James F. Horton  
Title: President

STATE OF Kansas )  
 ) ss.  
COUNTY OF Johnson )

On this 12<sup>th</sup> day of February, 2003, before me appeared James F. Horton, to me personally known, who, being by me duly sworn did say that he is President of Innovative Material Systems, Inc., a Kansas corporation, and that the foregoing instrument was executed on behalf of said corporation and acknowledged to me that he executed the same as the free act and deed of said corporation.

Linda M. Chandler  
Notary Public

My commission expires:  
9-20-2006

[SEAL]



**EXHIBIT TM**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
IMS	[Not registered alone]	
INNOVATIVE MATERIAL SYSTEMS	[Not registered]	
IMS – LOGO plus words	2004302	10/01/96
VERSI-DREDGE	1478297	03/01/88
STARWHEEL	2243055	05/04/99
WEEDMASTER	[not final] [filed 1/8/01—published for opposition 11/19/02]	