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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): MACTEC Environmental Technologies Company, LLC 01/02/03 [checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company]

2. Name and address of receiving party(ies) Name: MACTEC Development Corporation Internal Address: Suite 300 Street Address: 1105 Sanctuary Parkway City: Alpharetta State: GA Zip: 30004

Additional name(s) of conveying party(ies) attached? [checkbox] Yes [checkbox checked] No

3. Nature of conveyance: [checkbox checked] Assignment [checkbox] Merger [checkbox] Security Agreement [checkbox] Change of Name [checkbox] Other Execution Date:

[checkbox] Individual(s) citizenship [checkbox] Association [checkbox] General Partnership [checkbox] Limited Partnership [checkbox checked] Corporation-State Colorado [checkbox] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [checkbox] Yes [checkbox] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [checkbox] Yes [checkbox] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,824,648

Additional number(s) attached [checkbox] Yes [checkbox checked] No

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

6. Total number of applications and registrations involved: 1

Internal Address:

7. Total fee (37 CFR 3.41) \$ 40.00 [checkbox checked] Enclosed [checkbox] Authorized to be charged to deposit account

Street Address: 2500 Republic Plaza 370 Seventeenth Street City: Denver State: CO Zip: 80202-4004

8. Deposit account number: 06-0029

DO NOT USE THIS SPACE

9. Signature. Michael A. DeSanctis Name of Person Signing

[Handwritten Signature] Signature

December 27, 2002 Date

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

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

TRADEMARK REEL: 2642 FRAME: 0798

## ASSIGNMENT

This assignment ("**Assignment**") is entered into and effective as of December 19, 2002 by and between MACTEC Environmental Technologies Company, LLC, a Colorado limited liability company with a principal place of business at the address set forth below ("**Assignor**"), and MACTEC Development Corporation, a Colorado corporation with a principal place of business at the address set forth below ("**Assignee**").

WHEREAS, Assignor owns or has created (solely or jointly with others) certain items generally described in *Exhibits A* and *B*, including without limitation, any and all related: object code, source code and any modifications and derivatives thereof; documentation (including without limitation any written methodology, programming notes, diagrams or pseudo-code) or other content; data structures or objects; algorithms and formulae; inventions, discoveries, improvements, ideas, trade secrets, know-how and confidential information; trademarks, copyrights, patent rights and any other intellectual property rights; any other works discovered, prepared or developed by or for Assignor set forth or in connection with the items set forth in *Exhibits A* and *B*; all tangible aspects of the foregoing, including the physical media on which the foregoing are stored; and all of the business assets associated with all of the foregoing (collectively the "**Business**");

WHEREAS, Assignor is being dissolved and the parties desire to transfer the Business to Assignee and to confirm Assignee's ownership of the Business;

NOW THEREFORE, for the mutual promises and covenants contain herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to the Business and acknowledges that Assignee owns and will own all such right, title and interest in and to the Business, including, without limitation, any and all related: (a) trademark rights (including the goodwill associated therewith); (b) copyright rights; (c) patent rights; (d) trade secrets; (e) rights that may arise under any other law in effect or hereafter in effect in the United States or in any other countries; (f) applications, registrations, extensions and renewals for any of the foregoing, including without limitation those applications and registrations set forth in *Exhibits A* and *B*; and (g) the right to sue for, settle and release past, present and future infringement. Not limiting the foregoing, Assignor acknowledges that Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit any portions of the Business and any derivative works thereof in Assignee's sole and absolute discretion.

2. Assignor hereby acknowledges and affirms that this Assignment of all tangible and intangible embodiments and aspects of the Business (and all portions thereof) and the intellectual property associated therewith is made in connection with Assignee's dissolution and in consideration of the payment of one dollar (\$1) to Assignee.

3. From time to time at Assignee's request and expense, Assignor shall execute and deliver any instrument and take any other lawful actions that may be necessary (as determined by Assignee) to evidence, maintain, effectuate, or defend any and all of Assignee's rights in the Business and any derivative works thereof.

4. Assignor hereby irrevocably waives all rights under all laws (of the United States and all other countries) now existing or hereafter permitted, with respect to any and all purposes for which the Business and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under statutory, common or any other law.

5. The transfer of the Business and all portions thereof is made strictly "AS IS" and without any warranty, whether express, implied or statutory, including without limitation the implied warranties of fitness for a particular purpose, merchantability and non-infringement.

6. Assignor acknowledges that this Assignment is irrevocable and binding on Assignor's successors and assigns. Assignor does not retain or have any right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the use, sale, license, translation, copying, duplication, recording, broadcast, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Business and any derivative works thereof. Assignor's sole remedy, if any, against Assignee in connection with any claim involving this Assignment or the Business and any derivative works thereof, must be an action at law for damages. Any such action must be brought exclusively in state or federal court in Denver County, Colorado, and Assignor expressly consents and irrevocably waives any objection to the jurisdiction, venue and convenience of such courts.

7. Assignee may freely assign and transfer this Assignment, or any rights or portion thereof, to any related or unrelated third party without Assignor's consent.

8. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof and merges herein any and all statements, agreements, representations and promises, whether oral or written, with respect to the subject matters hereof. This Assignment may be modified only by a written agreement signed by both parties.

In witness whereof, the parties hereby enter into and make this Assignment as of the date indicated above:

**Assignor:**

MACTEC Environmental Technologies  
Company, LLC  
By MACTEC, Inc., its Sole Member

Signed: Reginald L. Sikes  
Name: REGINALD L. SIKES  
Title: VICE PRESIDENT  
Address: 1105 Sanctuary Parkway  
Suite 300  
Alpharetta, GA 30004

**Assignee:**

MACTEC Development Corporation

Signed: Keith C. Groen  
Name: Keith C. Groen  
Title: Sec.  
Address: 1105 Sanctuary Parkway  
Suite 300  
Alpharetta, GA 30004

**EXHIBIT A**  
**Business**

The Business assigned by Assignor to Assignee pursuant to this Assignment contains all the data, information, know-how and intellectual property (whether or not patentable or copyrightable) consisting of, related to, derived from or otherwise developed by Assignor in connection with any technology, know-how, intellectual property or other materials or property of Assignee listed below (including without limitation all identified registrations of or applications for intellectual property rights), including without limitation any such materials or intellectual property that claim priority from or are otherwise related to the following patents:

<b>Patents</b>		
<b>Patent No.</b>	<b>Date</b>	<b>Description</b>
5282695	02/02/94	Apparatus and Method for Thermally Stripping Volatile Organic Compounds from Soil using a Recirculating Combustible Gas
5228803	07/20/93	Apparatus and Method for Thermally Stripping Volatile Organic Compounds from Soil using a Recirculating Combustible Gas
5052858	10/01/91	Apparatus and Method for Thermally Stripping Volatile Organic Compounds from Soil
5514286	05/07/96	Thermal Desorption Unit

**EXHIBIT B**  
**Business**

The Business assigned by Assignor to Assignee pursuant to this Assignment includes the following trademarks:

<b>Trademark</b>			
<b>Mark</b>	<b>Date</b>	<b>Regis. No.</b>	<b>Class</b>
THERM-O-DETOX	03/01/04	1,824,648	International Class 40