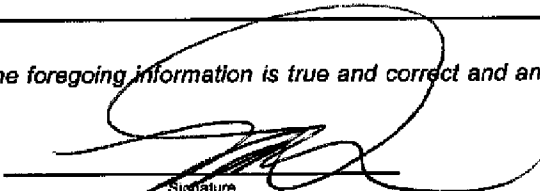


4940TM

Form PTO-1594	<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>	U.S. Department of Commerce Patent and Trademark Office		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy(ies) thereof				
<b>1. Name of conveying party(ies):</b> <b>LOTEPRO CORPORATION</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Lim-Liab. Company <input type="checkbox"/> Other  <small>Additional name(s) of conveying party(ies) attached? No</small>	<b>2. Name and address of receiving party(ies):</b>  <b>MIXING &amp; MASS TRANSFER TECHNOLOGIES INC.</b> <b>P.O. Box 315</b> <b>State College, PA 16804</b>  <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached? No    Power of Attorney attached _____  Additional name(s) &amp; address(es) attached No</small>			
<b>3. Nature of conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  <b>Execution Date: 31 December 2001</b> <b>(Acquisition Agreement - to show busines of Lotepro transferred to Mixing &amp; Mass Transfer)</b>				
<b>4. Application number(s) or registration number(s):</b> <b>A. Trademark Application(s):</b> <b>75/895993 filed 12 January 2000 for INNITRI (stylized)</b>  <small>Additional numbers attached? No</small>			<b>B: Trademark Registration No(s).</b>	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  <b>The Firm of Karl F. Ross P.C.</b> <b>Customer Number 535</b> <b>5676 Riverdale Avenue Box 900</b> <b>Riverdale (Bronx), NY 10471-0900</b>  <b>Tel: (718) 884-6600</b>	<b>6. Total number of applications and trademarks involved: <u>1</u></b>  <b>7. Total fee (37CFR3.41)      \$40.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge to deposit account <input checked="" type="checkbox"/> Charge to credit card (PTO-2038 attached)  <b>8. Charge any deficiency to Deposit account:</b> <b>18-2025</b>			
<small>Do not use this space</small>				
<b>9. Statement and signature.</b> <i>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.</i>  <b>Herbert Dubno Reg. No. 19,752</b>  <b>15 May 2003</b> <small>Signature</small>				
Total number of pages including cover sheet, attachments, and document: <b>7</b>				

SEP 05 2002 16:26

HP LASERJET 3200

45/895,993

p. 2

4940714

UNITED STATES  
TRADEMARK ASSIGNMENT

WHEREAS, LOTEPRO CORPORATION (hereinafter referred to as "Assignor"), a Delaware corporation having an office at 8522 East 61<sup>st</sup> Street, Tulsa, Oklahoma 74133, has adopted, used and is using, and is the owner of the trademarks and respective registrations thereof in the United States Patent and Trademark Office listed in Document A-1 hereto, and the goodwill of the said trademarks; and

WHEREAS, MIXING & MASS TRANSFER TECHNOLOGIES, LLC (hereinafter referred to as "M<sup>2</sup>T"), a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 101 Aspen Drive, Boalsburg, Pennsylvania 16827, is desirous of acquiring the said trademarks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby assign unto the said M<sup>2</sup>T all right, title and interest in and to the said trademarks, together with the goodwill of the business symbolized by the said trademarks and the respective registrations thereof.

IN WITNESS WHEREOF, Assignor has executed this its assignment as of the 31<sup>st</sup> day of December 2001.

LOTEPRO CORPORATION

By Hans Kistenmacher  
Hans Kistenmacher, President

ATTEST:

[Signature]

Received Fax : SEP 05 2002 16:26 Fax Station : THE FIRM OF KARL F ROSS p. 3

SEP 05 2002 16:26

HP LASERJET 3200

p.3

STATE OF OKLAHOMA )  
 )ss:  
COUNTY OF TULSA )

On this 31<sup>st</sup> day of December 2001, before me personally came Hans Kistenmacher, who being by me duly sworn, did depose and say that he resides in Tulsa, Oklahoma; that he is President of LOTEPRO CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.

*Rachel H. Tripp*  
\_\_\_\_\_  
Notary Public MY COMMISSION EXPIRES JUNE 26, 2004

SEP 05 2002 16:26

HP LASERJET 3200

p.4

**DOCUMENT "A-1" UNITED STATES TRADEMARKS**

<u>UNITED STATES:</u>	<u>Number</u>	<u>Date</u> <u>Approved</u>
Trademark InNitri	75/895 993	Sept 4, 2001

4940TM

IN THE U.S. PATENT AND TRADEMARK OFFICE  
TRADEMARK EXAMINING OPERATION

Applicant                    **MIXING AND MASS TRANSFER TECHNOLOGIES INC.**  
Trademark App.             **75/895,993**  
Filed                         **12 January 2000**  
Mark                         **INNITRI (stylized)**  
Classes                     **11, 42**  
Trademark att.             **Coleman, C**                                     **Law Office 104**  
  
Asst. Commissioner for Trademarks  
Box 5  
2900 Crystal Drive  
Arlington, VA 22202-3513

## POWER OF ATTORNEY

**MIXING AND MASS TRANSFER TECHNOLOGIES INC.** hereby appoints **Herbert Dubno**, Reg. 19,752; **Jonathan Myers**, Reg. 26,963; and **Andrew Wilford**, Reg. 26,597 and each of them individually to prosecute the matter identified in the caption and to transact all business in the Patent and Trademark Office connected therewith.

Please direct all correspondence to:

**The Firm of Karl F. Ross, P.C.**  
**Customer Number 535**  
**5676 Riverdale Avenue, Box 900**  
**Bronx, New York 10471-0900**  
**Telephone: (718) 884-6600**  
**Fax: (718) 601-1099.**

**MIXING AND MASS TRANSFER TECHNOLOGIES INC.**

\_\_\_\_\_  
Date

Signature: *John R. McWhirter*

Name: *John R. McWhirter*

Title: *President*

Dec 06 02 10:45a Thomas Gilligan  
DEC 06 '02 09:06AM PRO QUITP

8605998073

P.2

p. 2

### ASSET ACQUISITION AGREEMENT

THIS AGREEMENT, dated as of the 31<sup>st</sup> day of December, 2001, by and between LOTEPRO CORPORATION, a corporation organized and existing under the laws of the State of Delaware, United States of America; (hereinafter called "Lotepro") and Mixing & Mass Transfer Technologies, LLC, a limited liability company, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "M<sup>2</sup>T").

#### WITNESSETH:

WHEREAS, Lotepro, operating through its Environmental Systems and Services Group, is the owner of certain assets and rights used in providing (i) systems and equipment for Oxygen dissolution and nutrient removal in water and wastewater treatment systems and (ii) services for water and wastewater treatment systems; and

WHEREAS, M<sup>2</sup>T wishes to acquire said assets and rights from Lotepro and Lotepro is willing to transfer same to M<sup>2</sup>T, all on the terms and conditions hereinafter set forth, including the agreement of M<sup>2</sup>T to perform the obligations of Lotepro under the contracts, licenses, leases, and other agreements transferred to M<sup>2</sup>T;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, M<sup>2</sup>T and Lotepro hereby agree as follows:

#### Article I Transfer and Acquisition

1.01. Transfer of Assets. Lotepro agrees to sell, convey, assign, grant or otherwise transfer or cause to be transferred to M<sup>2</sup>T at the Closing (hereinafter described), the rights and assets set forth in Schedules I through IV, inclusive, of this Agreement (collectively, the "Rights and Assets"). Nothing herein contained shall constitute an agreement on the part of Lotepro hereunder to sell, convey, assign, grant, transfer and/or deliver to M<sup>2</sup>T (or on the part of

Dec 06 02 10:45a Thomas Gilligan  
DEC 06 '02 09:06AM PRO QUIP

8605998073

P.3

p. 3

M<sup>2</sup>T to purchase or otherwise acquire from Lotepro hereunder) any rights or assets set forth on Schedule V or any other rights or assets not expressly set forth in said Schedules I through IV inclusive (collectively, the "Excluded Assets"), nor shall this Agreement confer or be deemed to confer upon M<sup>2</sup>T an option to acquire any of the Excluded Assets.

1.02. Other Agreements. Simultaneously with, and as a part of the consideration for the execution of this Agreement, M<sup>2</sup>T and Lotepro will enter into the following agreements:

(a) Trademark Assignments and License: Assignments, in the form annexed hereto as Exhibit "A-1," "A-2" "A-3" providing for the transfer to M<sup>2</sup>T, at the Closing, of all of Lotepro's (or, if appropriate, Lindc AG's) right, title and interest in and to the trademarks, trade names and service marks set forth in Schedule I hereto and a license in the form annexed hereto as Exhibit "A-4" providing to M<sup>2</sup>T a non-exclusive license to use the name "Lotepro" for a period of five years after Closing solely in connection with the business of providing systems and equipment for Oxygen dissolution and nutrient removal in water and wastewater treatment systems and services for water and wastewater treatment systems.

(b) Technology Transfer Agreement: Agreement, in the form annexed hereto as Exhibit "B", providing for the transfer of the proprietary technical information and know-how included in the drawings and manuals described in Schedule II hereto.

(c) Computer Program Transfer Agreement: An agreement, in the form annexed hereto as Exhibit "C" providing for the sale or other transfer by Lotepro to M<sup>2</sup>T, at the Closing, of all of Lotepro's right, title and interest in and to the computer programs described in Schedule III-A hereto subject to certain retained rights of Lotepro as set forth in said Exhibit "C" and the license to M<sup>2</sup>T of certain rights to use the computer programs set forth in Schedule III-B hereto.