

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment among affiliates |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| CSXT Environmental Corporation | | 07/11/2003 | CORPORATION: DELAWARE |
| CSXT Environmental Corporation | | 07/11/2003 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | CSXT Intellectual Properties Corporation |
| Street Address: | 500 Water Street |
| City: | Jacksonville |
| State/Country: | FLORIDA |
| Postal Code: | 32202 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 3

| Property Type | Number |
|----------------------|----------|
| Registration Number: | 2708044 |
| Registration Number: | 2700358 |
| Serial Number: | 78080530 |

CORRESPONDENCE DATA

Fax Number: (904)242-0175
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 904 242 9531
 Email: kkb@atlanticbeachlaw.com
 Correspondent Name: Karen Koster Burr
 Address Line 1: P.O.Box 330630
 Address Line 4: Atlantic Beach, FLORIDA 32233-0630

OP \$90.00 2708044

TRADEMARK

NAME OF SUBMITTER:

Karen Koster Burr

Total Attachments: 4

source=EcoMarks1.TIF

source=CSXTECasst.TIF

source=SAVE0009.TIF

source=asstCSXTEC.TIF

| | | |
|-------------|-------------|----|
| 1113726 | Canada | K9 |
| 2365203 | CTM | K9 |
| 512956 | Mexico | K9 |
| Reg. 647441 | New Zealand | K9 |
| Reg. 648189 | New Zealand | K9 |
| Reg. 646803 | New Zealand | K9 |
| 2001730868 | Russ. Fed. | K9 |
| 90042394 | Taiwan | K9 |
| 90042392 | Taiwan | K9 |
| 2359267 | Argentina | K9 |
| 2359268 | Argentina | K9 |
| 78/080530 | USA | K9 |
| 2355307 | Argentina | K9 |

IN WITNESS WHEREOF, this Agreement
has been executed as of the Effective Date.

Assignor: CSXT Environmental Corporation

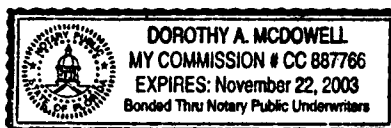
Rachel E. Geiersbach
Signature

By: RACHEL E. GEIERSBACH
V.P. AND CORP. SEC.

Date 7-11-03

Before me personally appeared Assignor,
known to me or proved to me on the basis of
satisfactory evidence to be the person whose name is
subscribed to this Agreement, and acknowledged that
he/she executed the same.

Dorothy A. McDowell
Notary Public



Assignee: CSX Intellectual Properties Corp.

Rachel E. Geiersbach
Signature

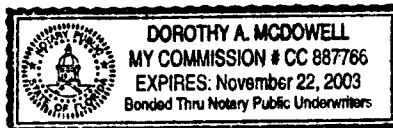
By: RACHEL E. GEIERSBACH

Title V.P. AND CORP. SEC.

Date 7-11-03

Before me personally appeared the
individual signing on behalf of Assignee, known to
me or proved to me on the basis of satisfactory
evidence to be the person who represents the
Assignee subscribed to in this Agreement, and
acknowledged that he/she executed the same.

Dorothy A. McDowell
Notary Public



**Exhibit A
THE MARKS**

| Regis/Appl Number | Country | Mark |
|--------------------------|----------------|-----------------------|
| 1119903 | Canada | Ecotrans Technologies |
| 924127820 | Brazil | Ecotrans Technologies |
| 824127803 | Brazil | Ecotrans Technologies |
| 2001194307 | China | Ecotrans Technologies |
| 2364941 | CTM | Ecotrans Technologies |
| 146383 | Egypt | Ecotrans Technologies |
| Reg. 732049 | Mexico | Ecotrans Technologies |
| 201730966 | Russ. Fed. | Ecotrans Technologies |
| 90042395 | Taiwan | Ecotrans Technologies |
| Reg. 2708044 | USA | Ecotrans Technologies |
| Reg. 2700358 | USA | Ecotrans Technologies |
| 824127790 | Brazil | K9 |
| 2001194308 | China | K9 |
| 1113726 | Canada | K9 |
| 2365203 | CTM | K9 |
| | | |

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made as of the Effective Date by and between CSXT Environmental Corporation, a Delaware corporation ("CSXTEC" or "Assignor"), with principal offices located at 500 Water Street, Jacksonville, Florida, and CSXT Intellectual Properties Corporation ("CSXTIP" or "Assignee"), a Delaware corporation with offices located at 500 Water Street, Jacksonville, Florida 32202, United States of America.

WITNESSETH:

WHEREAS, Assignor desires to facilitate management of its intellectual property through consolidation in a common entity; and

WHEREAS, assignment of certain trademarks (the "Marks") to Assignee will meet Assignor's objective;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

TERMS AND CONDITIONS:

Section 1 – Recitals: The above identification of parties and recitals is true and correct.

Section 2 – Assignment: Assignor hereby conveys, assigns and transfers to Assignee all rights, title and interests in and to the service marks listed in Exhibit A (the "Marks"), worldwide, subject to any Limited Licenses in force pertaining to the Marks, and all registrations and renewals issued and to be issued in relation to these Marks, and all Licenses pertaining to these Marks.

Section 3 – Consideration: In consideration of Assignor's transfer of the rights in these Marks, Assignee will pay all costs associated with obtaining and maintaining the Marks and will license Assignor to use the Marks.

Section 4 – Warranty of Title: Assignor represents and warrants that Assignor has full right to convey the rights, title and interests herein assigned, that Assignor has not and will not execute any agreement in conflict herewith, and that the rights, title and interests assigned herein are not encumbered by any grant, license or right heretofore given to another party.

Section 5 – No other Warranty: Except as otherwise provided in Section 4, the Assignee accepts this assignment "as is" and without any representation or warranty, express or implied, including without limitation any warranty or the registerability of pending marks, or any warranty that the use of the Marks will not infringe or violate any patent or other intellectual property rights of any third party.

Section 6 – Indemnification of Assignor: Assignee agrees to indemnify and hold Assignor and its successors and assigns, harmless against any liability, damage or expense (including costs and attorneys' fees and expenses) by reason or arising out of or relating to any act, duties or obligations or omissions of the Assignee or of any personnel employed or otherwise engaged by the Assignee, howsoever arising and that Assignee shall, at the request of the Assignor, assume the defense of any demand, claim, action, suit or proceeding brought against the Assignor in any way connected to the Marks or the Applications or any enhancements hereafter thereto and pay any and all damages assessed against or that are payable by the Assignor as a result of disposition of any such demand, claim, action, suit or proceeding. Notwithstanding the foregoing, the Assignor may be represented at any such action suit or proceeding at its own expense and by its own legal counsel.

Section 7 – Cooperation: Assignor shall promptly provide all assistance, cooperation, and information reasonably necessary for Assignee to prepare, complete, prosecute, maintain, preserve, enforce and/or defend any applications or registrations pertaining to the Marks.

Section 8 – Governing Law: This Agreement shall be governed by the laws of the United States of America and the State of Florida with the exception of conflicting conflicts of law provisions and venue shall be Duval County, Florida.

Section 9 – Effective Date: The term "Effective Date" shall mean July 8, 2003.