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Attorney Docket No. 16583

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

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

## 1. Name of conveying party(ies):

Clean Environment Engineers, Inc., d/b/a Clean Environment Equipment  
1133 7th Street  
Oakland, CA 94607

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation-State **California**
- ☐ Other \_\_\_\_\_

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

Execution Date: November 2, 2001

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

Name: Severn Trent Laboratories, Inc.

Internal Address: \_\_\_\_\_

Street Address: 580 Virginia Drive, Suite 300City: Fort Washington State: PA ZIP: 19034-2707

- ☐ Individual(s) citizenship \_\_\_\_\_
- ☐ Association \_\_\_\_\_
- ☐ General Partnership \_\_\_\_\_
- ☐ Limited Partnership \_\_\_\_\_
- ☒ Corporation-State: Delaware
- ☐ Other \_\_\_\_\_

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

## 4. Application number(s) or registration number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,898,576Additional number(s) attached? ☒ Yes ☐ No

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

Name: John C. Baum, Esq.  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

## 6. Total number of applications and registrations involved

8

7. Total fee (37 CFR 3.41): \$ 215

- ☐ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number: 20-1430

(Attach duplicate copy of this page if paying by deposit account)

04/01/2003 TDIAZ1 00000011 201430 1898576  
01 FC:8521 40.00 CH

DO NOT USE THIS SPACE

## 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.*John C. Baum  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 4Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

1. Additional name(s) of conveying party(ies):  
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):  
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3. Additional application number(s) or registration number(s):  
(Continued from Page 1)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,872,234

2,090,183

2,047,057

1,968,273

2,419,460

2,312,296

1,892,052

## **PURCHASE AGREEMENT**

This Agreement is entered into as of November 2, 2001 by and between Severn Trent Laboratories, Inc., a Delaware corporation (the "Buyer"), and Michael K. Breslin (the "Seller").

### **Preliminary Statement**

WHEREAS, the Seller is the holder, beneficially and of record, of all of the issued and outstanding shares of capital stock (the "Shares") of Clean Environment Engineers, Inc., a California corporation (the "Company"); and

WHEREAS, the Company engages in the design, manufacture and sale of remediation treatment equipment (the "Business"); and

WHEREAS, the Buyer desires to purchase and the Seller desires to sell the Business, by purchasing and selling all of the Shares, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, the parties agree as follows.

## **ARTICLE I**

### **THE PURCHASE**

#### **1.1 Sale and Transfer of Shares.**

Upon and subject to the terms and conditions of this Agreement, at the Closing (as herein defined) the Seller shall sell, transfer, convey, assign and deliver the Shares to the Buyer, free and clear of any and all Encumbrances (as herein defined), and the Buyer shall purchase the Shares together with all dividends, benefits and other rights and privileges accruing or attaching thereto, whether accruing or attaching before or after the date of this Agreement.

#### **1.2 Purchase Price.**

(a) The aggregate initial purchase price to be paid by the Buyer for the Shares shall be [REDACTED] (the "Initial Purchase Price"), which will be paid by the Buyer by wire transfer or other delivery of

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

Severn Trent Laboratories, Inc.

By: Rachel Brydon Jannetta  
Rachel Brydon Jannetta  
President

By: Heather Collins Villemaire  
Heather Collins Villemaire  
Chief Financial Officer

Michael K. Breslin  
Michael K. Breslin

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

# Recordation Form Cover Sheet TRADEMARKS ONLY

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Name of Person Signing

  
Signature

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