

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foster Wheeler Environmental Corporation		03/07/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Tetra Tech FW, Incorporated
Street Address:	3475 East Foothill Boulevard
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91107
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2209955	CLIENT SERVICE QUALITY
Registration Number:	2212069	DO IT RIGHT
Registration Number:	2620026	SHARED VISION
Registration Number:	2722373	ZERO INCIDENT PERFORMANCE

CORRESPONDENCE DATA	
Fax Number:	(212)218-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-218-2100
Email:	nshreve@fchs.com
Correspondent Name:	Fitzpatrick, Cella, Harper & Scinto
Address Line 1:	30 Rockefeller Plaza
Address Line 4:	New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	03254.000001 NSHREVE
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NAME OF SUBMITTER:	Nina Shreve, Esq.
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CH \$115.00 2209955

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**"), dated as of March 7, 2003, by and among Foster Wheeler Environmental Corporation, a Texas corporation ("**FWENC**"), Hartman Consulting Corporation, a Delaware corporation ("**Hartman**"), and together with FWENC, "**ASSIGNORS**") and Tetra Tech FW, Inc., a Delaware corporation ("**ASSIGNEE**").

WHEREAS, ASSIGNORS desire to transfer to ASSIGNEE the entire worldwide right, title and interest in and to the patents and patent applications listed on Schedule A hereto (including without limitation, all inventions (whether or not patentable), developments, concepts, know-how, technology, ideas, methods, techniques, trade secrets, products or processes expressly disclosed therein) and the trademark registrations and trademark applications listed on Schedule B hereto, but in each case only to the extent provided in the Asset Purchase Agreement referred to below (collectively, the "**Properties**"); and

WHEREAS, ASSIGNEE desires to acquire the Properties from ASSIGNORS.

NOW, THEREFORE, pursuant to Section 2.9(f) of that certain Asset Purchase Agreement, dated as of February 17, 2003 (as amended, modified or supplemented from time to time, the "**Asset Purchase Agreement**"), by and among ASSIGNORS, ASSIGNEE and the other parties thereto, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ASSIGNORS hereby assign unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in and to the Properties (including, without limitation, any divisionals, continuations, continuations-in-part and other related applications, for all territories of the world in perpetuity, together with the goodwill of the business which may be symbolized by the Properties, and the registration thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world) and ASSIGNEE hereby accepts such assignment and assumes the Properties but not any liabilities associated with such Properties except to the extent provided in the Asset Purchase Agreement;

AND ASSIGNORS HEREBY authorize and request the Commissioner of the United States Patent and Trademark Office and any official of any country or countries foreign to the United States, whose duty is to issue patents, trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

* * *

IN WITNESS WHEREOF, each ASSIGNOR and ASSIGNEE has caused this Agreement to be duly executed by its respective authorized officer as of the date first set forth above.

TETRA TECH FW, INC.

By: _____
Name: James M. Jaska
Title: President

FOSTER WHEELER ENVIRONMENTAL CORPORATION

By: _____
Name:
Title:

HARTMAN CONSULTING CORPORATION

By: _____
Name:
Title:

Notary 1

Notary 2

Notary 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

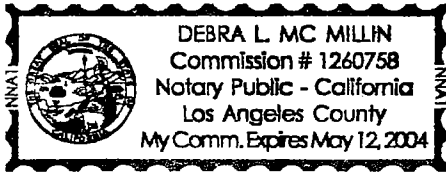
State of California }
County of Los Angeles } ss.

On March 7, 2003, before me, Debra L. McMillin, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James M. Jaska
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.
Debra L. McMillin
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Intellectual Property Assignment Agreement

Document Date: March 7, 2003 Number of Pages: 5

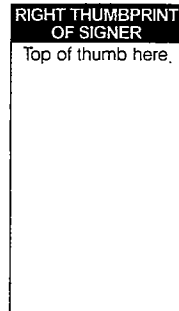
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: James M. Jaska

- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____




IN WITNESS WHEREOF, each ASSIGNOR and ASSIGNEE has caused this Agreement to be duly executed by its respective authorized officer as of the date first set forth above.


TETRA TECH FW, INC.

By: _____
Name:
Title:

FOSTER WHEELER ENVIRONMENTAL CORPORATION

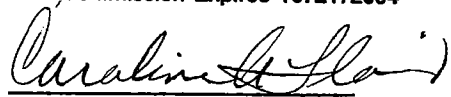
By:  _____
Name: Sam W. Box
Title: Chairman - CEO

HARTMAN CONSULTING CORPORATION

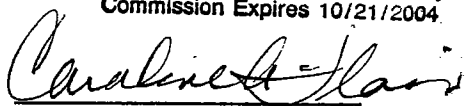
By:  _____
Name: Thomas DelMastro
Title: Vice President

Notary 1

Caroline A. Florio
Notary Public State of New Jersey
Commission Expires 10/21/2004

Notary 2  _____
Caroline A. Florio
Notary Public
State of New Jersey

Caroline A. Florio
Notary Public State of New Jersey
Commission Expires 10/21/2004

Notary 3  _____
Caroline A. Florio
Notary Public
State of New Jersey

SCHEDULE A

Issued Patents

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
PROCESS AND APPARATUS FOR TREATING PROCESS STREAMS FROM A SYSTEM FOR SEPARATING CONSTITUENTS FROM CONTAMINATED MATERIAL (Internal File No. P5501)	United States	08/629410	4/8/96
	United States	09/572838	5/16/00
	Australia	727756	4/5/01
	Germany	0894030	3/14/01
	European Patent Office	0894030	3/14/01
	Spain	0894030	3/14/01
	Finland	0894030	3/14/01
	France	0894030	3/14/01
	Great Britain	0894030	3/14/01
	Ireland	0894030	3/14/01
	Italy	0894030	3/14/01
	Nigeria	RP13114	8/6/98
	Netherlands	0894030	3/14/01
	Sweden	0894030	3/14/01

Patent Applications

<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
PROCESS AND APPARATUS FOR TREATING PROCESS STREAMS FROM A SYSTEM FOR SEPARATING CONSTITUENTS FROM CONTAMINATED MATERIAL (Internal File No. P5501)	Canada	2251004	4/8/97
	European Patent Office	00105008.7	4/8/97
	Kuwait	PA35/97	4/6/97
	Venezuela	621/97	4/7/97
	World Intellectual Property Organization	US9705305	4/8/97
PROCESS AND APPARATUS FOR REMOVING AND RECOVERING AMMONIA FROM MUNICIPAL WASTEWATER (WITH SULFURIC ACID TREATMENT) (Internal File No. P5684)	United States	-	Not Yet Filed
PROCESS AND APPARATUS FOR REMOVING AND RECOVERING AMMONIA FROM MUNICIPAL WASTEWATER (WITHOUT SULFURIC ACID TREATMENT) (Internal File No. P5686)	United States	-	Not Yet Filed

SCHEDULE B

Trademarks

<u>Trademark</u>	<u>Appl./Reg. Date</u>	<u>Serial/Reg. No.</u>
CLIENT SERVICE QUALITY	Reg. Date 12/15/98	Reg. No. 2,209,955
DO IT RIGHT	Reg. Date 12/22/98	Reg. No. 2,212,069
SHARED VISION	Reg. Date 9/17/02	Reg. No. 2,620,026
ZERO INCIDENT PERFORMANCE	Appl. Date 9/17/01	Serial No. 76/313,087