

311104

03-03-2004



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

102682855

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

1. Name of conveying party(ies):
Aqua-Novus, Corp.
 35 Pinelawn Road, Suite 208E
 Melville, NY 11747

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: **Aqua-Nova LLC**
 Internal
 Address: **Suite 208E**
 Street Address: **35 Pinelawn Road**
 City: **Melville** State: **NY** Zip: **11747**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Delaware Limited Liability Co.**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **06/19/2003**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/742,365

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

OPR/FINANCE
MAR -1 AM 9:00

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Joseph Cuomo**
 Internal Address: **Nixon Peabody LLP**

 Street Address: **990 Stewart Avenue**

 City: **Garden City** State: **NY** Zip: **11530**

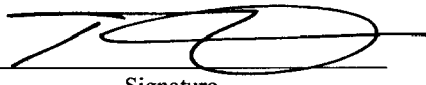
6. Total number of applications and registrations involved: 80

7. Total fee (37 CFR 3.41) \$ **360.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-2830 (030830-3)
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Tim L. Brackett, Jr.  **February 26, 2004**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
 Director of the US Patent and Trademark Office, Mail Stop Assignment Recordation Services
 P.O. Box 1450, Alexandria, Virginia 22313-1450

03/02/2004 EIDUPER 0004559 192300 75/742365
 40:00 AM
 253.00 AM
 01 FC: 8521
 02 FC: 8522

4. Application number(s) or registration number(s) (Continued):

A. Trademark Application No.(s)

75/742,366

75/742,364

75/742,363

75/751,178

75/751,179

76/037,424

76/387,358

76/387,770

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of February 9, 2004 by Aqua-Novus, Corp., a Delaware corporation ("Assignor").

RECITALS

WHEREAS, Assignor is a debtor in possession in a Chapter 11 bankruptcy proceeding in the United States Bankruptcy Court for the Eastern District of New York (the "Bankruptcy Court") under Case No. 03-87479; and

WHEREAS, Assignor has adopted and used the trademarks and service marks listed on Schedule I attached hereto (the "Marks") and is the owner of the registrations thereof shown on said Schedule; and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of November 18, 2003 (the "Asset Purchase Agreement"), between Check Six, LLC and Assignor, Assignor has agreed to transfer certain of its assets and the intellectual property rights thereto, including, without limitation, the Marks; and

WHEREAS, by order of the Bankruptcy Court dated January 26, 2004, Ted A. Berkowitz was appointed Chapter 11 Trustee (the "Trustee") for the limited purpose of acting on behalf of the Assignor's estate with respect to the Assignor's motion to sell its assets under 11 U.S.C. §363; and

WHEREAS, the Trustee has determined that the requirements of 11 U.S.C. §363 have been met; and

WHEREAS, the Bankruptcy Court by order dated February 4, 2004 approved the Asset Purchase Agreement and authorized Assignor to transfer certain of its assets pursuant to the Asset Purchase Agreement, including, without limitation, the Marks, free and clear of all liens and encumbrances; and

WHEREAS, the rights of Check Six, LLC under the Asset Purchase Agreement were assigned by Check Six, LLC to Aqua-Nova LLC, a Delaware limited liability company ("Assignee"), pursuant to that certain Assignment and Assumption Agreement, dated as of the date hereof, 2004, between Check Six, LLC and Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged by Assignor:

1. Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns free from encumbrances, (i) all rights, title and interests throughout the world in and to the Marks and the registrations and applications for registration, together with the goodwill of the Assignor which is symbolized by the Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other

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remedies for future and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect Assignee's title in and to the Marks.

3. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Trademark Assignment to Assignee and to issue any Certificates of Registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

4. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York, without regard to its principles of conflicts of laws. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto. The failure of either party to enforce any terms or provisions of this Assignment will not waive any rights under such terms and provisions. This Agreement may be executed by facsimile signature and in counterparts, each of which will be an original and all of which when taken together will constitute one and the same instrument.

SCHEDULE I
TO
TRADEMARK ASSIGNMENT

Trademark	Date Filed	Application Number	Classification	Comments
Wastewater Biological Solutions™	7/2/99	75/742,365	Class 07	Allowed.
Wastewater Biological Solutions™	7/2/99	75/742,366	Class 01	Allowed to go abandoned – no papers filed.
Wastewater Biological Solutions™	7/2/99	75/742,364	Class 09	Allowed.
Wastewater Biological Solutions™	7/2/99	75/742,363	Class 40	Pending – Allowed to go abandoned.
Bio-Pad System™	7/14/99	75/751,178	Class 11	Allowed.
Bio-Pad System™	7/14/99	75/751,179	Class 40	Allowed.
WAM™	4/28/00	76/037,424	Class 11	Abandoned.
Aqua-Novus™	4/26/02	76/387358	Classes 01, 11 and 40	Need to revive and file new specimens.
The Company that Turbo-Charges Nature SM	4/26/02	76/387770	Classes 01, 11 and 40	Need to revive and file new specimens.

Classification System Summary

Class	Description
01	Chemicals for use in treatment of wastewater, waste, and other contaminants
07/Service	Computer software for use in managing several operations associated with wastewater treatment and pretreatment such that the computer software monitors service calls to specific facilities where the wastewater is being treated and automatically generates a work order when certain criteria are met or not met.
09	Computer software for use in managing several operations associated with wastewater treatment and pretreatment such that the computer software monitors service calls to specific facilities where the wastewater is being treated and automatically generates a work order when certain criteria are met or not met.
11	Apparatus, namely, a closed system bio-reactor to grow a selected blend of grease eating microbes and automatically deliver them into wastewater drain-lines for use in the treatment of waste, water, wastewater, and soil.
40	Environment remediation services, namely, treatment of waste, water, wastewater, and soil using microbial and chemical means.