

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office TRADEMARKS ONLY

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 [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] 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 [x] 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Corrective Document ID No. 700123322 to correct original Corrective Document and recorded at Reel/Frame 2920/0882 to correct Nature of Conveyance from Security Interest to Assignment, and Execution Date from 6/19/03 to 2/9/04 Execution Date: 02/09/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/742,365 Additional number(s) attached [x] Yes [] No

B. Trademark Registration No.(s)

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: 9 7. Total fee (37 CFR 3.41) \$ 240.00 [] Enclosed [x] Authorized to be charged to deposit account and for any additional fees deemed necessary under CFR § 3.41 8. Deposit account number: 19-2380 (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. Signature Date: October 21, 2004

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK REEL: 002961 FRAME: 0454

CH \$240.00 192380 75742365

I. 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

10/15/2004
700123322

RECORDATION FORM COVER SHEET

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

TRADEMARKS ONLY

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)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective Document Reel/Frame 2920/0882 to correct Nature of Conveyance from Security Interest to Assignment, and Execution Date from 6/19/03 to 2/9/04
- Merger
- Change of Name

Execution Date: 02/09/2004

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 required: 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)
75/742,365

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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:

9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed
- Authorized to be charged to deposit account and for any additional fees deemed necessary under CFR § 3.41

8. Deposit account number:

19-2830 (030830-3)

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

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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. Breckett, Jr.
Name of Person Signing


Signature

October 15, 2004
Date

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

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

A. Trademark Application No.(s)

75/742,386

75/742,384

75/742,383

75/761,178

75/751,179

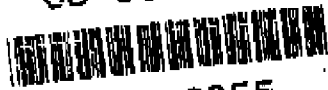
76/037,424

76/387,358

76/387,770

3/1/04

03-03-2004



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

To the Honorable Commissioner

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 assigner 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 9 2004

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Joseph Cupmo**
 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: **10**

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)

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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 documents: **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

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.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

AQUA-NOVUS, CORP.

By: Ted A. Berkowitz
Name: Ted A. Berkowitz
Title: Chapter 11 Trustee

STATE OF New York §
COUNTY OF Nassau §
§

Before me, the undersigned, a Notary Public on this day personally appeared Ted A. Berkowitz, to me known and known to me to be the person and representative whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Aqua-Novus, Corp., a Delaware corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, the 9th day of February, 2004.

Nancy Stursberg
Notary Public in and for
the State of New York

Acknowledged and accepted:

AQUA NOVA LLC

By: Kevin McGiloway

Name: Kevin McGiloway
Title: President

NANCY STURBERG
Notary Public, State of New York
No: 01ST5063700
Qualified in Suffolk County
Commission Expires July 28, 2006

**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.

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