

6/3/04

06-07-2004

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

RECORD  
TRA



DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102759787

Tab settings

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

1. Name of conveying party(ies):  
Tanknology-NDE International, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Tanknology Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: 8900 Shoal Creek, Bldg 200  
City: Austin                      State: TX    Zip: 78757

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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: May 26, 2004

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 1,849,604  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Kirk Wolverton / CIT Group/Business  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 5420 LBJ Freeway, Suite 200  
 \_\_\_\_\_  
 City: Dallas                      State: TX    Zip: 75240

6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.  
 \_\_\_\_\_  
 Thomas A. Kulik  
 Name of Person Signing

Signature

June 1, 2004  
 \_\_\_\_\_  
 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

06/04/2004 MBETACHE 00000027 1849604

01 FC:4521

40.00 DP

TRADEMARK  
REEL: 002982 FRAME: 0342

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARK: FUELPURE  
REGIS. NO.: 1,849,604  
INT. CLASS NO. 037

**ASSIGNMENT OF REGISTERED TRADEMARK (or Service Mark)**

WHEREAS, Tanknology-NDE International, Inc. ("Assignor"), is the owner of the following trademark or service mark (hereafter "trademark") now registered in the United States Patent and Trademark Office and intends to convey all right, title and interest in such trademark to the hereafter named Assignee:

MARK: FUELPURE  
REGIS. NO.: 1,849,604  
INT. CLASS NO.: 037

DATE OF REGIS.: August 9, 1994

WHEREAS, Tanknology Inc. (f/k/a Tanknology/NDE Corporation) ("Assignee"), desires to obtain all right, title and interest in and to the subject trademark, associated goodwill, and all registrations therefor;

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Tanknology Inc. ("Assignee") all right, title and interest in and to said trademark and said registration(s) therefor, wherever such rights exist, together with the goodwill of the business symbolized by said trademark and any registration thereof, all causes of action, known or unknown, pertaining thereto, and all rights and interests in marks, if any, which are owned by Assignor and are colorable imitations of, or otherwise confusingly similar to the mark expressly hereby assigned.

Assignor covenants that it is the sole owner of all conveyed rights and interests and has full right to make this assignment. Assignor agrees that it will communicate to Assignee or its representatives any material facts known to Assignor respecting said

trademark rights. Assignor agrees to cooperate reasonably with Assignee or its successors or assigns in any legal proceeding pertaining to the assigned rights and interests, and, upon reasonable request, to cause knowledgeable representatives to be available to Assignee's then counsel for testifying or otherwise providing information in connection with such proceedings. Assignor agrees to sign all lawful papers, make all rightful oaths, and generally do everything possible to aid said Assignee, its successors, assigns and nominees, to perpetuate and enforce trademark protection for the said trademark, whenever and wherever reasonably necessary, at Assignee's expense.

Assignee hereby agrees that it will hereafter assume all reasonable responsibility for the future perpetuation and maintenance of the trademark rights and registrations here assigned, and shall reimburse Assignor for its reasonable out-of-pocket expenses associated with Assignor's performance hereunder.

SIGNED this 26<sup>th</sup> day of May, 2004.

Tanknology-NDE International, Inc.

By: 

Allen D. Porter, President,  
Chief Executive Officer

Tanknology Inc.

By: 

T. Peter DeWeese, Jr.  
Vice President, CFO

STATE OF TEXAS

COUNTY OF TRAVIS

On this 26<sup>th</sup> day of May, 2004, personally appeared Allen D. Porter, to me known and known to me to be President and Chief Executive Officer of the assignor

FUELPURE ASSIGN

above named, and acknowledged that he executed the foregoing Assignment in such capacity and pursuant to authority duly received.



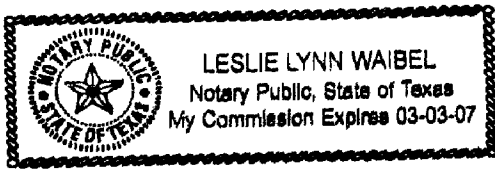
*Leslie Lynn Waibel*  
Notary Public in and for the  
State of Texas  
My commission expires: 3-3-07

STATE OF TEXAS

§  
§

COUNTY OF TRAVIS §

On this 26th day of May, 2004, personally appeared T. Peter DeWeese, Jr., to me known and known to me to be Vice President and Chief Financial Officer of the assignee above named, and acknowledged that he executed the foregoing Assignment in such capacity and pursuant to authority duly received.



*Leslie Lynn Waibel*  
Notary Public in and for the  
State of Texas  
My commission expires: 3-3-07

Assign.Reg-Tanknology.Final 052504

FUELPURE ASSIGN

**Exhibit of Registration and Applications**

Applications

Registrations

1,849,604