

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSI Bethany, Inc.		03/01/1998	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Energy Solutions International, Inc.
Street Address:	13831 Northwest Freeway
Internal Address:	Suite 235
City:	Houston
State/Country:	TEXAS
Postal Code:	77040
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1286957	TGNET

CORRESPONDENCE DATA	
Fax Number:	(713)939-9508
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-939-9444
Email:	docketing@patent-law.cc
Correspondent Name:	Streets & Steele
Address Line 1:	13831 Northwest Freeway
Address Line 2:	Suite 355
Address Line 4:	Houston, TEXAS 77040

ATTORNEY DOCKET NUMBER:	ENER/0014
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NAME OF SUBMITTER:	Frank J. Campigotto
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Total Attachments: 8
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") dated as of March 1, 1998, by and among SCIENTIFIC SOFTWARE-INTERCOMP, INC., a Colorado corporation ("SSI"), SSI BETHANY, INC., a Texas corporation ("SSI-Bethany") and SCIENTIFIC SOFTWARE-INTERCOMP U.K., LTD., a corporation organized under the laws of the United Kingdom ("SSI-UK") (SSI, SSI-Bethany and SSI-UK are hereinafter collectively called "Seller"), whose address for purposes of this Agreement is 633 Seventeenth Street, Suite 1600, Denver, Colorado 80202 and LICENERGY, INC., a Texas corporation ("Purchaser"), whose address is 13831 Northwest Freeway, Suite 235, Houston, Texas 77040. Seller and Purchaser are sometimes hereinafter collectively referred to as the "Parties".

RECITALS:

A. Seller is the owner of the hereinafter described assets utilized by the Pipeline Simulation Division of SSI ("P&F Division"); and

B. Seller desires to sell to Purchaser, and Purchaser desires to buy from Seller, such assets, all in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained, and upon the terms and subject to the conditions hereinafter set forth, the parties do hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings given to them in this Article I, unless defined elsewhere in this Agreement.

"*Accounts Payable*" shall mean those accounts payable more particularly described in Part I of Exhibit B attached hereto.

"*Affiliate*" shall mean with respect to any Person, an individual or entity that, directly or indirectly, controls, is controlled by or is under common control with such Person.

"*Applicable Employee Obligations*" shall mean (i) that portion of the P&F Division's accrued employee sick leave and accrued annual leave liabilities (as described in Part II of Exhibit B attached hereto) that is attributable to those employees of Seller that Purchaser elects to offer employment to pursuant to Section 10.13 hereof, (ii) the

accrued but unpaid sales commissions more particularly described in Part III of Exhibit B attached hereto, and (iii) all severance liabilities (including accrued vacation) incurred by Seller in connection with those technical employees of Seller that Purchaser elects not to offer employment to pursuant to Section 10.13 hereof.

"Assets" shall mean all of the following described properties, rights, interests and assets:

(a) the software more particularly described in Part I of Exhibit A attached hereto (the "Software");

(b) those contracts more particularly described in Part IIa. of Exhibit A attached hereto and those maintenance contracts more particularly described in Part IIb. of Exhibit A attached hereto (collectively, the "Contracts");

(c) all new software and/or consulting contracts, purchase orders and maintenance agreements entered into by SSI's P&F Division between March 1, 1998 and the Closing Date (collectively, the "New Contracts");

(d) the computers, furniture, furnishings and other personal property more particularly described in Part III of Exhibit A attached hereto (the "Personal Property");

(e) all work in progress, monies, rents, revenues, fees, accounts receivable, profits, deposits, products, benefits and proceeds from or attributable to the Software, the Contracts, the New Contracts or the Personal Property including, but not limited to, those projected billed and unbilled accounts receivable more particularly described in Part IV of Exhibit A attached hereto (such accounts receivable described in Part IV of Exhibit A being hereinafter called the "Accounts Receivable"), provided that there shall be specifically excluded from the Assets and Accounts Receivable and reserved by Seller (i) those accounts receivable listed on Part V of Exhibit A attached hereto, (ii) all accounts receivable billed by Seller up through the Closing Date with respect to any Contract not identified in Part IV of Exhibit A and (iii) any previously billed accounts receivable that relate to the Software and that are not included in the Accounts Receivable;

(f) all of SSI's right, title and interest in and to that certain License Agreement dated September 13, 1996, by and between SSI and Kinesix Corporation and the right to acquire all of SSI's right, title and interest in and to the license for Stanford's MINOS optimization software;

(g) the benefit and the right to enforce all covenants, warranties, guarantees and indemnities relating to the Software, the Contracts, the New Contracts, the Personal Property or the Accounts Receivable and all security for the payment or performance thereof;

- (h) the Contract Rights and the Claims;
- (i) the Incidental Rights; and
- (j) each and every right, privilege and appurtenance in anywise incident or appertaining to any of the properties, rights or interest described in (a) through (h) above.

"*Assumed Obligations*" shall mean the Accounts Payable, the Applicable Employee Obligations, the UPRC Obligation, the Warranty Obligations and all obligations accruing under the Contracts and the New Contracts from and after the Closing Date, to the extent such liabilities and obligations are not liabilities or obligations which Seller has agreed to pay, be responsible for or indemnify Purchaser against pursuant to the terms of this Agreement.

"*Business Day*" shall mean any day other than Saturday, Sunday or other day on which federally chartered commercial banks in Houston, Texas are authorized by law to close.

"*Claims*" shall mean all claims (including insurance and condemnation claims) and causes of action of Seller against others with respect to the Assets.

"*Closing*" shall have the meaning such term is given in Section 2.2 hereof.

"*Closing Date*" shall have the meaning such term is given in Section 2.2 hereof.

"*Code*" shall mean the Internal Revenue Code of 1986, as amended.

"*Contract Rights*" shall mean all rights, titles, interests, benefits and remedies in, to and under the Contracts and the New Contracts which under the terms of the Contracts and the New Contracts are provided or stipulated to inure to or be for the benefit of Seller, together with all other rights, titles, interests, benefits and remedies of Seller in, to and under the Contracts and the New Contracts.

"*Default*" shall mean, as to any party to this Agreement, a default by such party in the performance of any of its material obligations hereunder and the continuation of such default for a period of five (5) Business Days after written notice is delivered by Purchaser (in the case of a default by Seller) or by Seller (in the case of a default by Purchaser) to the defaulting party that a default has occurred.

"*Encumbrance*" shall mean any security interest, mortgage, pledge, claim, lien, required consent, charge, option, defect, encumbrance or other right or interest of any nature.

"*GAAP*" shall mean generally accepted accounting principles, consistently applied.

3.2 **Authority.** Each of the parties that comprise Seller has all requisite corporate power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations hereunder. The consummation of the transactions contemplated by this Agreement will not (i) violate, or be in conflict with, (a) any provision of its charter, bylaws or governing documents, or any agreement or instrument to which it is a party or by which it is bound or (b) any Law applicable to Seller or the Assets, or (ii) require the consent, authorization or approval of any third party.

3.3 **Execution and Delivery.** The execution, delivery and performance of this Agreement and the transactions contemplated hereunder, have been duly and validly authorized by all requisite corporate action on the part of Seller.

3.4 **Binding Agreement.** This Agreement constitutes as of the date hereof and all documents and instruments required hereunder to be executed and delivered by Seller at Closing will constitute on the Closing Date, valid, legal and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by or subject to (a) any bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally, (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (c) public policy.

3.5 **Title to the Assets.** Except for those Encumbrances disclosed on Exhibit J hereto that shall be released at Closing, Seller has good and marketable title to and is possessed of the Assets, free and clear of all Encumbrances.

3.6 **Outstanding Obligations.** Except to the extent included within the Assumed Obligations, all rentals, fees, payments and obligations due and payable or performable on or prior to the Closing Date under or on account of the Assets have been or will be duly paid, performed or provided for prior to the Closing Date.

3.7 **Contracts.** Each Contract is presently valid, subsisting and in full force and effect, no default now exists thereunder, Seller has not received or given any notice of default or claimed default thereunder, and, except as disclosed on Exhibit F attached hereto, Seller has no knowledge of any existing event or circumstance which with notice or passage of time or both could constitute a default thereunder. The Assets are currently being operated, maintained, and marketed in compliance with all terms and provisions of the Contracts applicable thereto.

3.8 **Intellectual Property.** Seller owns, or is licensed or otherwise has the right to use, all patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, copyrights and other proprietary intellectual property rights and computer programs that constitute the Software. Part I of Exhibit A attached hereto is a true and complete list of all of the Software and other intellectual property rights owned by Seller and utilized by its P&F Division. No claims are pending or, to the knowledge of Seller, threatened that Seller is infringing or otherwise adversely

affecting the rights of any Person with regard to any Software. To the knowledge of Seller, no Person is infringing the rights of Seller with respect to any Software. Except for those Encumbrances disclosed on Exhibit J hereto that shall be released at Closing, all of the Software that is owned by Seller is owned free and clear of all Encumbrances and all Software that is licensed by Seller is licensed pursuant to valid and existing license agreements and such interests are not subject to any Encumbrances other than those under the applicable license agreements. The consummation of the transactions contemplated by this Agreement will not result in the loss of any Software.

3.9 Violation of Laws. Seller, the Assets and Seller's ownership, maintenance, operation and marketing of the Assets are not in violation of any Law applicable thereto; Seller has made, filed, obtained and/or paid all filings, reports, permits, licenses, certificates, approvals and fees required under applicable Law with respect to the Assets and Seller's ownership, maintenance, operation and marketing of the Assets; and Seller has no knowledge, and has not received any notice, of violation or claimed violation of any such Law.

3.10 Taxes. All ad valorem, property, sales, gross receipts, excise, use, severance, employee, income, franchise and other taxes, as well as all assessments and other governmental charges, penalties, interest and fines, which have become due and payable prior to the Closing Date on or with respect to Seller's business, the Assets, or Seller's ownership or operation of the Assets, or which have been collected by Seller in connection with the Assets on behalf of some governmental entity, have been properly paid or provision has been made for the proper payment thereof prior to becoming delinquent; and all returns and reports with respect to such matters have been duly and timely filed.

3.11 Bankruptcy. There are no bankruptcy, reorganization, or arrangement proceedings pending, being contemplated by or to the actual knowledge of Seller threatened against Seller.

3.12 No Brokers. Except for the fee payable by Seller to Simmons & Company, no broker or finder has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated by this Agreement, and no broker or finder is entitled to any brokerage or finder's fee, or to any commission, based in any way on agreements, arrangements or understandings made by or on behalf of Seller.

3.13 No Claims. Except as shown on Exhibit F hereto, there are no claims, demands or suits, actions, proceedings or investigations pending or, to Seller's knowledge, threatened before any court or governmental agency which might result in a material impairment or loss of Seller's title to any part of the Assets or the value thereof or which might materially hinder or impede the consummation of this Agreement or the operation, maintenance or marketing of any of the Assets, and Seller shall promptly notify Purchaser of any such matters arising or threatened prior to Closing.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed on its behalf as of the date first above written.

SELLER:
SCIENTIFIC SOFTWARE-INTERCOMP, INC.

George Steel
By: _____
Name: GEORGE STEEL
Title: President / C.E.O.

SSI BETHANY, INC.

George Steel
By: _____
Name: GEORGE STEEL
Title: President / C.E.O.

**SCIENTIFIC SOFTWARE-INTERCOMP
U.K. LTD.**

George Steel
By: _____
Name: GEORGE STEEL
Title: President / CEO

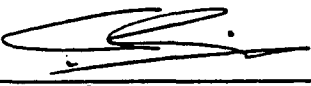
PURCHASER:

LICENERGY, INC.

By: John Hochstein
Name: JOHN HOCHSTEIN
Title: PRESIDENT

LICENERGY, A/S hereby joins in the execution of this Agreement to unconditionally guarantee the performance of all obligations of LICENERGY, INC. and its Affiliates (in the event of an assignment of this Agreement to any such Affiliate) under the terms of this Agreement. In the event of a default by LICENERGY, INC. (or its Affiliate) in the performance of any such obligations, recovery may be had against LICENERGY, A/S without requiring the prosecution of the claim against LICENERGY, INC. (or its Affiliate).

LICENERGY, A/S

By: 
Name: G. LARWES
Title: CHAIRMAN OF THE BOARD

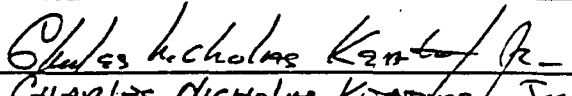
By: 
Name: CHARLES NICHOLAS KEATING, JR.
Title: DIRECTOR

Exhibit A – List Of Assets
SSI Software Descriptions

- (1) SSI Pipeline Software (developed internally (except for Dynaflex), descriptions of active software are attached, all documentation is available)

TGNET - Off-line software system for the transient simulation of gas pipeline networks (Note 1)

TLNET - Off-line software system for the transient simulation of liquid pipeline networks (Note 1)

MNET - Off-line software system for the steady state simulation of multi-phase pipeline networks (Note 1)

Interact (Gas) - Software system with a graphical user interface for the transient and steady state simulation of gas pipeline networks (Note 2b)

Interact (Liquid) - Software system with a graphical user interface for the transient and steady state simulation of liquid pipeline networks (Note 2b)

PLM I - On-line, real time software system for liquid pipelines (Note 2a)

PLM II - On-line, real time software system for gas and liquid pipelines (Note 2b)

OLS 5.3 - On-line, gas pipeline software system, based on TGNET 5.3 (Note 2b)

OLS 6.0 - On-line, gas pipeline software system, based on TGNET 6.0 (Notes 2b & 3)

DYNAFLEX - Off-line stress analysis program (Inactive)

TCON - Transient Controls Pipeline Model (Inactive)

HCOMP – Horizontal Compositional Pipeline Model (Inactive)

HOT – Heated Oil Pipeline Model (Inactive)

- (2) Source code for the on-line systems is escrowed when required by the contract.
- (3) No personnel, past or present, have any property rights to any of the software listed in (1) above.

Note 1: Certain of the PC software uses commercially available software development kits to provide certain functionality. There is no cost to SSI for runtime licenses.

Note 2a: If Kinesix's graphical user interface, SAMMI, is used, an applications development license fee of approximately \$6000 USD + \$600 USD for each runtime license is charged to SSI. These costs are included in SSI's price to the end user.

Note 2b: Kinesix's graphical user interface, SAMMI, must be used. An applications development license and runtime license fees are required as in Note 2a above.

Note 3: OLS 6.0 has Stanford's MINOS optimization software included. A fee is due to Stanford of \$5000 USD for a single user license or \$15,000 USD for a multi-user license if OLS 6.0 is sold and installed. As in 2a above, these costs are included in SSI's price to **TRADEMARK**