### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
United Pipeline Systems USA, Inc.		08/01/2000	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Insituform Technologies, Inc.
Street Address:	702 Spirit 40 Park Drive
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63005
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	75658814	UNITED	
Serial Number:	75658972	UNITED PIPELINE SYSTEMS UNITED	
Serial Number:	75659064	UNITED PIPELINE SYSTEMS	

#### **CORRESPONDENCE DATA**

Fax Number: (212)801-6400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212 801 6737

Email: wolfsonm@gtlaw.com

Correspondent Name: Michael I. Wolfson

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Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	ITI-277TM
NAME OF SUBMITTER:	Michael I. Wolfson

TRADEMARK REEL: 003227 FRAME: 0656

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Signature:	/Michael I. Wolfson/
Date:	01/13/2006
Total Attachments: 4 source=iti277tm_20060114060658#page1.tif source=iti277tm_20060114060658#page2.tif source=iti277tm_20060114060658#page3.tif source=iti277tm_20060114060658#page4.tif	

TRADEMARK REEL: 003227 FRAME: 0657

# ASSIGNMENT OF UNITED STATES TRADEMARKS AND APPLICATIONS

Assignment of United States Trademarks effective as of the 1st day of January, 2000 from United Pipeline Systems USA, Inc., a Delaware corporation having its principal place of business at 135 Turner Drive, Durango, Colorado 81301, hereinafter referred to as "UNITED", to Insituform Technologies, Inc., a corporation organized under the laws of Delaware, having its principal place of business at 702 Spirit 40 Park Drive, Chesterfield, Missouri 63005, hereinafter referred to as "INSITUFORM".

WHEREAS, UNITED is a wholly owned subsidiary of INSITUFORM, and UNITED and INSITUFORM are parties to a plan of merger of UNITED into and with INSITUFORM dated December 1, 1999 and filed on December 9, 1999 and effective January 1, 2000, whereby INSITUFORM is to become the owner of all of the assets of UNITED effective January 1, 2000; and

WHEREAS, UNITED is the record owner of the United States Trademarks and applications identified in the annexed SCHEDULE A - TRADEMARKS AND APPLICATIONS, the good will of the business associated therewith and the right to sue for infringement thereof; and

WHEREAS, the parties are desirous of recording the transfer of all of the right, title and interest of UNITED in, to and under the Trademarks identified in SCHEDULE A, the good will associated therewith and the right to sue for infringement, from UNITED to INSITUFORM, such assignment being made simultaneously upon the merger of UNITED into INSITUFORM as of January 1, 2000; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by INSITUFORM to UNITED, the sufficiency and receipt of which is hereby acknowledged and the mutual representations, warranties and covenants hereinafter set forth, the parties hereby agree as follows.

TRADEMARK REEL: 003227 FRAME: 0658 UNITED hereby transfers and assigns to INSITUFORM the entire right, title and interest in to and under the Trademarks identified in SCHEDULE A, the good will associated therewith, and United States application No. 658,814, No. 658,972 and No. 659,064.

UNITED does also hereby sell, assign, transfer and set over, unto INSITUFORM, all claims for damages by reason of past infringement of the Trademarks and the right to sue for an collect the same; and

UNITED further authorizes and requests the Commissioner of Patents and Trademarks whose duty it is to record ownership of trademark applications and registrations to record ownership of the United States applications identified in SCHEDULE A as the property of INSITUFORM; and

UNITED further covenants and agrees that it will communicate to the INSITUFORM, its successors, legal representatives and assigns, any facts known to it respecting the improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the INSITUFORM, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN WITNESS WHEREOF, UNITED has subscribed hereto, this /// day of August, 2000.

UNITED PIPELINE SYSTEMS USA, INC.

3y: \_\_\_\_\_\_

President

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#### ACKNOWLEDGEMENT

STATE OF MISSOURI

:

ss.:

COUNTY OF CHESTERFIELD

On this <u>N/</u> day of August, 2000, before me a notary public, appeared Anthony W. Hooper, known to me to be the person who signed the foregoing ASSIGNMENT OF UNITED STATES PATENT and acknowledged that he executed the same pursuant to direction of the Board of Directors of United Pipeline Systems USA, Inc.

Notary Public

ROBERT L. KELLEY
Notary Public – State of Missouri
County of St. Louis
My Commission Expires 01/07/2003

## SCHEDULE A

## TRADEMARKS AND APPLICATIONS

Mark	Class	App. No.	<u>Filed</u>
UNITED	37	75-658,814	03/12/99
UNITED PIPELINE SYSTEMS AND DESIGN	37	75-658,972	03/12/99
UNITED SYSTEMS	37	75-659,064	03/12/99

**TRADEMARK REEL: 003227 FRAME: 0661** 

RECORDED: 01/13/2006