

11-25-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECOI
103125539
TRADEMARKS ONE.

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11-22-05

1. Name of conveying party(ies):

Wyatt R. Haskell

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

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TIC/WRH, LLC
 Internal _____
 Address: _____
 Street Address: 2401 Pinson Highway
 City: Birmingham
 State: Alabama
 Country: US Zip: 35217

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Alabama
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 1, 2005

- Assignment Merger
- Security Agreement Change of Name
- Other Bill of Sale

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,232,215
2,301,180

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PULSEPOWER
SUI & design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Emily A. Shouse

Internal Address: Wadley & Patterson, P.C.

Street Address: 1600 Division Street, Suite 500

City: Nashville

State: TN Zip: 37203

Phone Number: 615.242.2400

Fax Number: 615.242.2221

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

11-16-05

Date

Emily A. Shouse

Total number of pages including cover sheet, attachments, and document: 3

11/23/2005 BYRNE 00000035 2232215 Name of Person Signing

Documents recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assisted Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521
02 FC:8522

TRADEMARK
REEL: 003258 FRAME: 0852

**AMENDED AND RESTATED
BILL OF SALE**

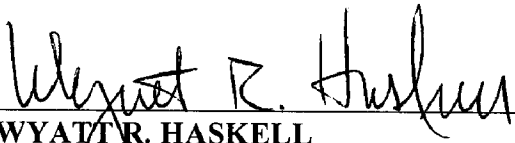
This Amended and Restated Bill of Sale by Wyatt R. Haskell to TIC/WRH, LLC amends, restates and replaces in its entirety that certain Bill of Sale by Wyatt R. Haskell to TIC/WRH, LLC dated January 25, 2005.

KNOW ALL MEN BY THESE PRESENTS that for and in exchange of certain equity interests and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WYATT R. HASKELL**, an Alabama resident ("*Seller*"), does hereby unconditionally and irrevocably sell, assign, convey, transfer and deliver to **TIC/WRH, LLC**, an Alabama limited liability company ("*Buyer*"), its successors and its assigns forever, as a capital contribution to Buyer, all of Seller's right, title and interest in and to all of the assets listed on Exhibit A attached hereto and the goodwill associated therewith (the "*Assets*"). Seller hereby warrants and represents to Buyer that the title of the Assets hereby conveyed is free and clear of all liens, claims, mortgages, loans, pledges, charges, security interests, encumbrances, restrictions or rights of consent of any nature whatsoever subordinate to the foreclosed security interest pursuant to which the Seller obtained the Assets.

Seller agrees to execute and deliver to Buyer such further instruments of transfer and assignment as Buyer may from time to time reasonably request in order to transfer and assign to and vest in Buyer all of the rights, privileges and property hereby transferred and assigned or intended to so be.

This Bill of Sale and the covenants and agreements contained herein shall survive the delivery of this Bill of Sale, shall inure to the benefit of Buyer and its successors and assigns and shall be binding upon Seller and its successors and assigns. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law doctrine. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Bill of Sale as of July 1, 2005.



WYATT R. HASKELL

Agreed and Accepted:

TIC/WRH, LLC

By Thompson Development Company, Inc.
Its Manager

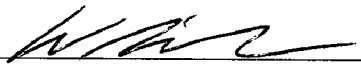
By: 
Name: _____
Title: _____

EXHIBIT A

The property formerly owned by Scientific Utilization, Inc., an Alabama corporation ("SUI"), and purchased by Seller and Thompson Investment Company, LLC at a foreclosure sale conducted on October 12, 2004, which is described as follows:

All of SUI's right, title and interest in all manufacturing and processing rights, processes, formulas, trade secrets, patents, patent rights, patent applications, products, licenses, franchises, privileges, trademarks, trade names and copyrights and any and all industrial and intellectual property rights, including without limitation, those patents and trademarks listed below:

United States Patent No. 5,464,513 - *Method and Apparatus for Water Decontamination Using Electrical Discharge;*

United States Patent No. 5,630,915 - *Liquid Decontamination System Using Electrical Discharge with Gas Injection;*

United States Patent No. 4,957,606 - *Separation of Dissolved and Undissolved Substances from Liquids Using High-Energy Discharge Initiated Shock Waves;*

United States Patent No. 4,917,785 - *Liquid Processing System Involving High-Energy Discharge;*

United States Patent No. 5,037,524 - *Apparatus for Treating Liquids with High-Intensity Pressure Waves;*

United States Patent No. 5,801,489 - *Three-Phase Alternating Plasma Generator;*

United States Patent No. 6,781,087 - *Three-Phase Plasma Generator Having Adjustable Electrode;*

PULSEPOWER U.S. Reg. No. 2,232,215

SUI (AND DESIGN) U.S. Reg. No. 2,301,180

all royalties, rents, proceeds, franchise fees, licensing fees, fees, payments and any other revenues derived from the foregoing property or any use or licensing thereof and any and all documents, agreements, code, software, magnetic data and the like relating to or evidencing the foregoing property.