

11-25-2005



RECORD
TRADEMARK 103125540

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):

Thompson Investment Company, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 1, 2005

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

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)

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: Waddey & 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

40.00
25.00

Name of Person Signing

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

11/23/2005 BYRNE 00000034 2232215
01 FC:8521
02 FC:8522

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

**AMENDED AND RESTATED
BILL OF SALE**

This Amended and Restated Bill of Sale by Thompson Investment Company, LLC to TIC/WRH, LLC amends, restates and replaces in its entirety that certain Bill of Sale by Thompson Investment Company, LLC 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, **THOMPSON INVESTMENT COMPANY, LLC.**, an Alabama limited liability company ("*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.

THOMPSON INVESTMENT COMPANY, LLC

By: Thompson Development Company, Inc.
an Alabama corporation

By: 
Wiley C. Richardson,
Chief Financial Officer

Agreed and Accepted:

TIC/WRH, LLC

By Thompson Development Company, Inc.
Its Manager

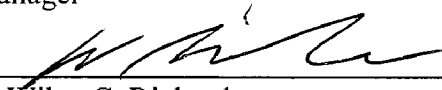
By: 
Wiley C. Richardson,
Chief Financial Officer

EXHIBIT A

The property formerly owned by Scientific Utilization, Inc., an Alabama corporation ("*SUI*"), and purchased by Seller and Wyatt R. Haskell 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.