



2. Name and address of receiving party(ies) – continued

Thompson Investment Company, LLC  
2401 Pinson Highway  
Birmingham, AL 35217  
US  
Corporation - Alabama

**AMENDED AND RESTATED BILL OF SALE BY SECURED PARTY  
TO PURCHASER AT FORECLOSURE SALE**

*This Amended and Restated Bill of Sale by Secured Party to Purchaser at Foreclosure Sale amends, restates and replaces in its entirety that certain Bill of Sale by Secured Party to Purchaser at Foreclosure Sale dated October 12, 2004.*

**KNOW ALL MEN BY THESE PRESENTS, That:**

**WHEREAS**, Scientific Utilization, Inc., an Alabama corporation (the "Debtor") is justly indebted to Thompson Investment Company, LLC ("Thompson") as evidenced by two Debentures, one of which is that certain 10% Senior Convertible Debenture Series B dated July 29, 1999, in the original principal amount of \$390,000.00, as amended (the "Thompson Senior Debenture");

**WHEREAS**, the Debtor is also justly indebted to Wyatt R. Haskell (together with Thompson, the "Secured Parties") as evidenced by that certain 10% Convertible Debenture Series A dated July 29, 1999 in the original principal amount of \$1,390,000.00 (the "Haskell Senior Debenture" and together with the Thompson Senior Debenture, the "Senior Debentures");

**WHEREAS**, pursuant to a Security Agreement dated July 29, 1999 made in favor of the Secured Parties, the Debtor secured, *inter alia*, the Senior Debentures with security interests in the following described collateral (the "Collateral"):

All of Debtor'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 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*, and

all royalties, rents, proceeds, franchise fees, licensing fees, fees, payments and any other revenues derived from the foregoing Collateral 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 Collateral;

**WHEREAS**, default occurred in the payment of the Senior Debentures, and after giving notice of the time and place of the intended public foreclosure sale of the Collateral pursuant to Section 7-9A-611 of the Alabama Code, the Secured Parties offered the Collateral for sale at public auction at the time and place stated in such notice;

**WHEREAS**, at said foreclosure sale, the highest and best bid was a joint bid received from the Secured Parties in the amount of \$1,000,000 for the Collateral (the "Joint Bid"); and

**WHEREAS**, the Joint Bid was offered as a credit in the amount of \$500,000 against the indebtedness owing under the Thompson Senior Debenture and \$500,000 against the indebtedness owing under the Haskell Senior Debenture.

**NOW, THEREFORE**, in consideration of the Joint Bid made by the Secured Parties, and the credit thereof on the indebtedness owing under the Senior Debentures as aforesaid, the undersigned Secured Parties, pursuant to Sections 7-9A-610 and 7-9A-617 of the Alabama Code, do hereby sell, transfer, assign and deliver to Thompson Investment Company, LLC and Wyatt R. Haskell, as equal tenants in common, all of the Debtor's right, title and interest in and to the Collateral, and the goodwill associated therewith (*Patterson Laboratories, Inc. v. Roman*

*Cleanser Company*, 802 F.2d 207 (6th Cir. 1986)), free and clear of all liens, security interests and other rights subordinate to the foreclosed security interests held by the Secured Parties.

**IN WITNESS WHEREOF**, the undersigned, Thompson Investment Company, LLC, and Wyatt R. Haskell, have caused these presents to be executed, as of and effective the 12th day of October 2004.

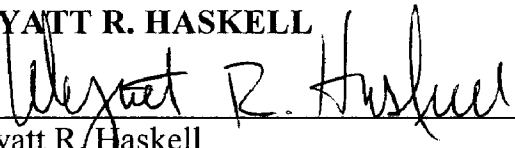
**SECURED PARTIES:**

**THOMPSON INVESTMENT COMPANY, LLC**

By: Thompson Development Company, Inc., an Alabama corporation

By:   
Wiley C. Richardson,  
Its: Chief Financial Officer

**WYATT R. HASKELL**

  
Wyatt R. Haskell

**ACCEPTED AND AGREED TO:**

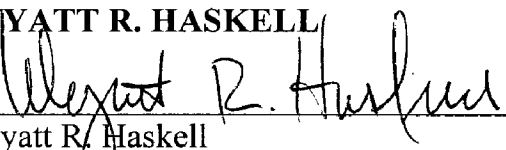
**PURCHASERS:**

**THOMPSON INVESTMENT COMPANY, LLC**

By: Thompson Development Company, Inc., an Alabama corporation

By:   
Wiley C. Richardson,  
Its: Chief Financial Officer

**WYATT R. HASKELL**

  
Wyatt R. Haskell