

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Home Laboratories, Inc.		12/29/2006	CORPORATION: CALIFORNIA
TestAmerica Analytical Testing Corp.		12/29/2006	CORPORATION: DELAWARE
TestAmerica Air Emission Corp.		12/29/2006	CORPORATION: DELAWARE
TestAmerica Environmental Microbiology Laboratories, Inc.		12/29/2006	CORPORATION: CALIFORNIA
Severn Trent Laboratories, Inc.		12/29/2006	CORPORATION: DELAWARE
En Novative Technologies, Inc.		12/29/2006	CORPORATION: DELAWARE
P&K Microbiology Services, Inc.		12/29/2006	CORPORATION: DELAWARE
Q.E.D. Environmental Systems, Inc.		12/29/2006	CORPORATION: MICHIGAN
Aerotech Laboratories, Inc.		12/29/2006	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center
Internal Address:	14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	2468926	TESTAMERICA
Registration Number:	2420901	TESTAMERICA
Registration Number:	1712557	METCO ENVIRONMENTAL
Registration Number:	1712375	METCO ENVIRONMENTAL

900066166

TRADEMARK
REEL: 003455 FRAME: 0655

OP \$1565.00 2468926

Registration Number:	2758650	MOLD DETECTIVE
Registration Number:	2752584	AEROC D
Registration Number:	2642602	B
Registration Number:	2690295	BTOX ANALYTICAL LABORATORIES
Registration Number:	2205262	EN CORE
Registration Number:	2511001	TERRA CORE
Registration Number:	3088047	ACCUCORE
Registration Number:	1811990	ESS
Registration Number:	1808978	PREPRESERVED
Registration Number:	1326593	WELL WIZARD
Registration Number:	1340332	PURGE MIZER
Registration Number:	1353799	SAMPLE PRO
Registration Number:	1536187	HYDRO-PUNCH
Registration Number:	1586274	PULSE PUMP
Registration Number:	1970899	GROUND WATER EXPRESS
Registration Number:	1733998	QUICK FILTER
Registration Number:	1842294	PURGE SAVER
Registration Number:	1933419	MICRO PURGE
Registration Number:	2102638	E-Z TRAY
Registration Number:	2085423	E-Z STACKER
Registration Number:	2055061	FERRET
Registration Number:	2597090	HAMMERHEAD
Registration Number:	3094817	RETRIEVER
Registration Number:	2047057	GENIE
Registration Number:	1968273	
Registration Number:	1872234	AUTO PUMP
Registration Number:	1898576	AP
Registration Number:	2090183	CLEAN ENVIRONMENT EQUIPMENT
Registration Number:	1892052	SOS
Registration Number:	2930202	SEVERN TRENT STL
Registration Number:	2950572	LEADERS IN ENVIRONMENTAL TESTING
Registration Number:	2982314	THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS
Registration Number:	2685825	AEROTECH LABORATORIES, INC.
Registration Number:	2571479	AEROTECH 6
Registration Number:	2666092	AEROTECH KALMAR LABORATORIES AK

Registration Number:	2662645	AEROTECH MONITOR
Registration Number:	2839936	AEROLIMS
Registration Number:	2804669	AEROVAC
Registration Number:	2360908	WALLCHEK
Registration Number:	0046944	
Registration Number:	2419460	SAMPLEASE
Registration Number:	2909617	AEROCHEKED
Registration Number:	2681024	PAL
Registration Number:	3151425	IRON HORSE
Serial Number:	78457437	EMLAB
Serial Number:	78805051	MOLDSCORE
Serial Number:	76457316	MOLD DETECTIVE AEROTECH KALMAR LABORATORIES
Serial Number:	78871935	GROUND WATER EXPRESS
Serial Number:	78442175	PURGE SAVER
Serial Number:	76640437	WATER-TO-WEB
Serial Number:	78862700	
Serial Number:	76544311	STL SEVERN TRENT P&K MICROBIOLOGY SERVICES, INC.
Serial Number:	76501422	AEROCHEKED
Serial Number:	76633967	AEROTECH P & K
Serial Number:	76633968	AEROTECH P & K
Serial Number:	76636014	STL
Serial Number:	78937959	10 MINUTE MOLD TEST
Serial Number:	78973160	E

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-758-3552
 Email: dcollins@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Avenue
 Address Line 2: Suite 3000
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	011107.0246
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/

TRADEMARK

REEL: 003455 FRAME: 0657

Date:

01/05/2007

Total Attachments: 26

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of December 29, 2006 by and among American Home Laboratories, Inc., a California corporation, TestAmerica Analytical Testing Corp., a Delaware corporation, TestAmerica Air Emission Corp., a Delaware corporation, TestAmerica Environmental Microbiology Laboratories, Inc., a California corporation, Severn Trent Laboratories, Inc., a Delaware corporation, En Novative Technologies, Inc., a Delaware corporation, P&K Microbiology Services, Inc., a Delaware corporation, Q.E.D. Environmental Systems, Inc., a Michigan corporation, and Aerotech Laboratories, Inc., an Arizona corporation (individually and collectively, the "Grantor") in favor of American Capital Financial Services, Inc., a Delaware corporation, as agent for the Lenders (as defined below) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Second Lien Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Second Lien Credit Agreement, (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") dated as of the date hereof, by and among TestAmerica Environmental Services LLC a Delaware limited liability company ("Parent"), Aerotech Holdings, Inc., a Delaware corporation ("Aerotech"), American Home Laboratories, Inc., a California corporation ("AH"), TestAmerica Holdings, Inc., a Delaware corporation ("TAH" and, together with Parent, AH and Aerotech, each a "Guarantor" and collectively the "Guarantors"), TestAmerica Analytical Testing Corp., a Delaware corporation, TestAmerica Air Emission Corp., a Delaware corporation, TestAmerica Drilling Corp., a Delaware corporation, TestAmerica Environmental Microbiology Laboratory, Inc., a California corporation, SEQ Corp., a Delaware corporation, Severn Trent Laboratories, Inc., a Delaware corporation, En Novative Technologies, Inc., a Delaware corporation, P&K Microbiology Services, Inc., a Delaware corporation, Q.E.D. Environmental Systems, Inc., a Michigan corporation and Aerotech Laboratories, Inc., an Arizona corporation (each a "Borrower" and collectively the "Borrowers" and, together with Guarantors, each a "Loan Party" and collectively the "Loan Parties"), Agent and the lenders from time to time party hereto ("Lenders"), the Lenders have agreed, among other things, subject to the terms and conditions set forth therein, to make loans and other credit accommodations to the Borrowers (collectively, the "Loans");

WHEREAS, the Grantor will derive substantial direct and indirect benefit from the making of the Loans and providing of other financial accommodations by the Lenders under the Second Lien Credit Agreement to the Borrowers; and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Second Lien Credit Agreement that the Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Second Lien Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure the Grantor's prompt, punctual and faithful payment of the Obligations under the Loans and the performance of all and each of the Grantor's Obligations under the Second Lien Credit Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "**IP Collateral**"):

(a) The U.S. and foreign patents and patent applications set forth on **Schedule A** attached hereto (collectively, the "**Patents**");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on **Schedule B** attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "**Trademarks**");

(c) The domain names and registrations set forth on **Schedule C** attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(d) The U.S. and foreign copyrights and copyright applications set forth on **Schedule D** attached hereto and all goodwill associated with the foregoing (collectively, the "**Copyrights**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and the Commissioner of Copyrights (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may, in its reasonable credit judgment, deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive

license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantor's obligations under the Second Lien Credit Agreement (the "Obligations") (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Second Lien Credit Agreement has been terminated (except for any obligations designated under the Second Lien Credit Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties hereto, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Second Lien Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents, Trademarks and Copyrights. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every quarter, a schedule of newly registered Patents, Trademarks and Copyrights (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Second Lien Credit Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Second Lien Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Second Lien Credit Agreement or the other Transaction Documents, the provisions of the Second Lien Credit Agreement or the other Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

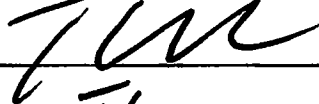
8. Intercreditor Relationship. This IP Security Agreement is subject to the terms of that certain Intercreditor Agreement, dated as of the date hereof, by and among the Loan Parties, American Capital Financial Services, Inc. and its successors and assigns, as First Lien Agent, American Capital Financial Services, Inc. and its successors and assigns, as Second Lien Agent and American Capital Financial Services, Inc. and its successors and assigns, as Subordinated Agent.

[Remainder of Page Intentionally Blank; Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:


AMERICAN HOME LABORATORIES, INC.

By: 
Name: Thomas R. Bair
Title: CEO

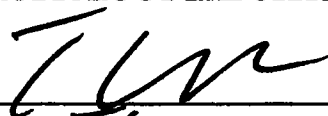
TESTAMERICA ANALYTICAL TESTING CORP.

By: 
Name: Thomas R. Bair
Title: CEO

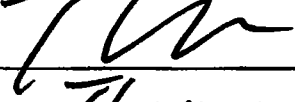
TESTAMERICA AIR EMISSION CORP.

By: 
Name: Thomas R. Bair
Title: CEO

TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORIES, INC.

By: 
Name: Thomas R. Bair
Title: CEO

SEVERN TRENT LABORATORIES, INC.

By: 
Name: Thomas R. Bair
Title: CEO

EN NOVATIVE TECHNOLOGIES, INC.

By: 

Name:

Title:

Thomas R. Bair
CEO

P&K MICROBIOLOGY SERVICES, INC.

By: 

Name:

Title:

Thomas R. Bair
CEO

Q.E.D. ENVIRONMENTAL SYSTEMS, INC.

By: 

Name:

Title:

Thomas R. Bair
CEO

AEROTECH LABORATORIES, INC.

By: 

Name:

Title:

Thomas R. Bair
CEO

AGENT:

**AMERICAN CAPITAL FINANCIAL
SERVICES, INC.**

By: Ben Del

Name:

Title:

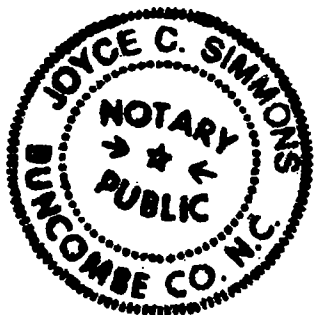
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of American Home Laboratories, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

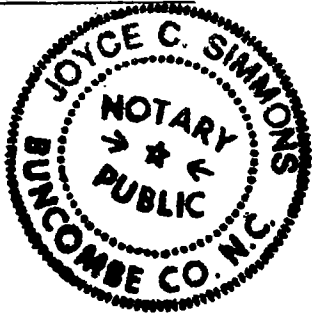
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of TestAmerica Analytical Testing Corp., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

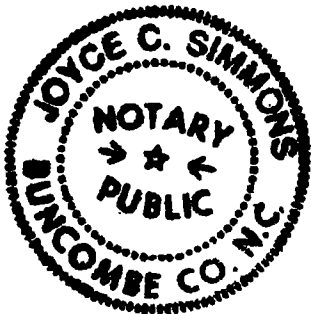
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of TestAmerica Air Emission Corp., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

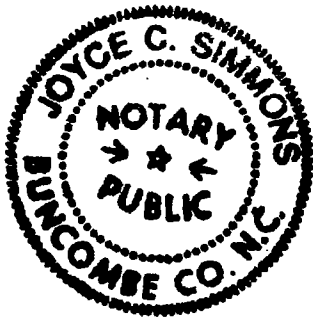
ACKNOWLEDGMENT

STATE OF North Carolina :

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COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of TestAmerica Environmental Microbiology Laboratories, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

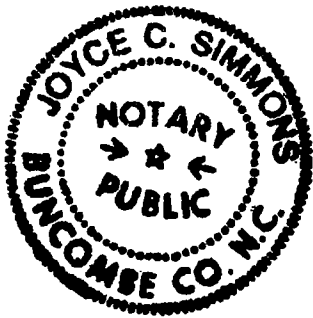
ACKNOWLEDGMENT

STATE OF North Carolina :

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COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of Severn Trent Laboratories, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

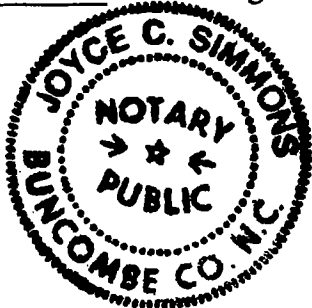
ACKNOWLEDGMENT

STATE OF North Carolina :

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COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of En Novative Technologies, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

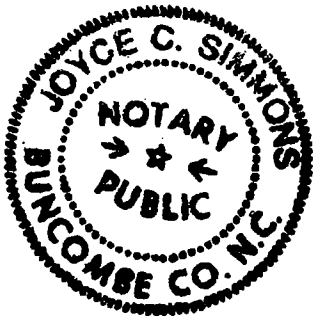
ACKNOWLEDGMENT

STATE OF North Carolina :

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COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Berr to me known personally, who, being by me duly sworn, did say that he is the CEO of P&K Microbiology Services, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

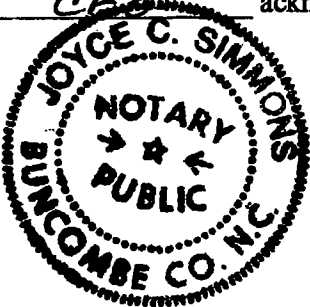
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COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of Q.E.D. Environmental Systems, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

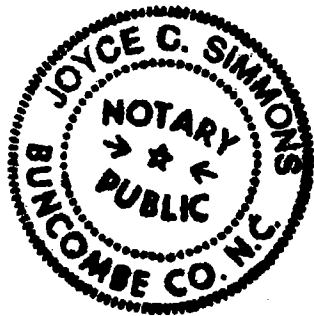
ACKNOWLEDGMENT

STATE OF North Carolina :

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COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of Aerotech Laboratories, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons
Notary Public
My Commission Expires: March 22, 2009

SCHEDULE A
PATENT COLLATERAL

Registered Patents

<u>U.S. Patent #</u>	<u>Title</u>	<u>Date Issued</u>	<u>Date of Expiration</u>
6472203	Combination Air Sampling Cassette and Nutrient Media Dish	10/29/02	11/1/2020
5343771	Tool for Sampling Soil Containing Volatile Organic Compound	9/6/94	7/20/2012
5505098	Soil Sampling Containment Cartridge Handle	4/9/96	2/21/2015
5517868	Method for Obtaining a Soil Sample	5/21/96	5/26/2015
5522271	Tool and Method for Soil Sampling	6/4/96	7/21/2015
5706904	Soil Sampling Tool with Volume-Indicating Feature	1/13/98	7/24/2016
5937953	Soil Sampling Tool with Unique Vent-and-Soil Features and Related Method	8/17/99	7/31/2016
4585060	Fluid Sampling Apparatus	4/29/1986	2/28/2003
5146998	Apparatus and Method for Underground Fluid Sampling System	9/15/1992	5/11/2010
4998585	Floating Layer Recovery Apparatus	3/12/1991	11/14/2009
5147184	Floating Layer Recovery Apparatus	9/15/1992	11/14/2009
5141404	Pump Apparatus	8/25/1992	6/25/2010
5147185	Pump Apparatus for Fluid Sampling and Collection and the Like	9/15/1992	5/14/2010
5261348	Flow-Through Cell with Diverter Circuit	11/16/1993	9/8/2012
5358037	Float Operated Pneumatic Pump	10/25/1994	3/29/2013
5495890	Float Operated Pneumatic Pump	3/5/1996	3/29/2013
5549157	Electronic Counter with Pump-Mounted Sensor for Cycle Indication	8/27/1996	8/27/2013
6508310	Bladder-Type Sampling Pump Controller	1/21/2003	7/27/2010
6039546	Pneumatic Pump to Separate Hydrocarbons from Water	3/21/2000	9/27/2016

6415659	Method for Analyzing Purge Water	7/9/2002	9/13/2020
6456201	Method and Apparatus for Measuring Groundwater Levels	9/24/2002	9/13/2020
4761225	Apparatus for Controlling the Removal of Liquid Hydrocarbons from Groundwater	8/2/1988	8/18/2006
5004405	Pneumatically Powered Submersible Fluids Pump with Integrated Controls	4/2/1991	8/2/2009
5470206	Pneumatically Powered Submersible Fluids Pump with Casing Activator	11/28/1995	10/19/2014
5487647	Pneumatically Powered Submersible Fluids Pump with Casing Activator and Biasing Means	1/30/1996	10/19/2014
6027314	Pneumatically Powered Submersible Fluids Pump with Casing Activator	2/22/2000	2/22/2017
5474685	Apparatus and Method for Detecting and Recovering Immiscible Liquids of Different Densities	12/12/1995	2/14/2014
5461272	Enhanced Lever Mechanism for Controllerless Pneumatic Pump	6/24/1997	12/22/2015
5704772	Controllerless Resilient Bladder Pump for Reduced Diameter Casing with Long Cycle	1/6/1998	11/8/2015
5794656	Ball Check Valve with Offset Open Ball Movement	8/18/1998	4/17/2016
5944490	Pneumatically Operated Submersible Pump with Float Control	8/31/1999	11/12/2016
6095759	Submersible Pump Having Float Actuated Valve	8/1/2000	11/12/2016
5971715	Pneumatic Pump Having Radial Ball Check Valve Array	10/26/1999	4/25/2017
6045336	Pump and Valve for Leachate Extraction of Heavier than Water	4/4/2000	4/28/2018

	Fluids		
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Pending Patent Applications

U.S. Application #	Title	Application Date
11/091912	Device for Detecting Water in Product-Only Pump Flow Stream	3/28/2005
11/166682	Piston Pump	6/24/2005
10/456,800	ACCUCORE product*	6/6/2003
11/042,996	Soil Sampling System and Material that Allow Headspace Screening*	1/24/2005

* This patent application is made by En Novative Technologies, Inc. and KEJR (Geoprobe) as joint inventors.

SCHEDULE B

TRADEMARK COLLATERAL

Registered Trademarks

<u>Number</u>	<u>Description</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
2468926	TESTAMERICA	7/17/01	U.S.
2420901	TESTAMERICA	1/16/01	U.S.
1712557	METCO ENVIRONMENTAL	9/1/92	U.S.
1712375	METCO ENVIRONMENTAL	9/1/92	U.S.
2758650	Mold Detective	9/2/03	U.S.
2752584	AEROCOD	8/19/03	U.S.
2642602	G & S Environmental	10/29/02	U.S.
2690295	BTOX Analytical Laboratories	2/25/03	U.S.
2205262	EN CORE	11/24/98	U.S.
2511001	TERRA CORE	11/20/01	U.S.
3088047	ACCUCORE	11/16/04	U.S.
1811990	ESS & Design	12/21/93	U.S.
1808978	PREPRESERVED	12/7/93	U.S.
1326593	WELL WIZARD	03/26/1985	U.S.
1340332	PURGE MIZER	06/11/1985	U.S.
1353799	SAMPLEPRO	8/13/1985	U.S.
1536187	HYDRO-PUNCH	4/25/1989	U.S.
1586274	PULSE PUMP	03/06/1990	U.S.
1970899	GROUND WATER EXPRESS	4/30/1996	U.S.
1733998	QUICK FILTER	11/17/1992	U.S.
1842294	PURGE SAVER	06/28/1994	U.S.
1933419	MICRO PURGE	11/7/1995	U.S.
2102638	E-Z TRAY	10/7/1997	U.S.
2085423	E-Z STACKER	8/5/1997	U.S.
2055061	FERRET	4/22/1997	U.S.
2597090	HAMMERHEAD	7/23/2002	U.S.
3094817	RETRIEVER	05/23/2006	U.S.
2047057	GENIE	03/25/1997	U.S.
1968273	Design Mark	4/16/1996	U.S.
1872234	AUTO PUMP	1/10/1995	U.S.
1898576	AP	6/13/1995	U.S.
2090183	CLEAN ENVIRONMENT EQUIPMENT	08/19/1997	U.S.
1892052	SOS	05/02/1995	U.S.
2930202	STL & Design	03/08/2005	U.S.
2950572	LEADERS IN ENVIRONMENTAL TESTING	05/10/2005	U.S.
2982314	THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS	08/02/2005	U.S.
2685825	AEROTECH LABORATORIES, INC.	02/11/2003	U.S.
2571479	AEROTECH6	05/21/2002	U.S.
2666092	AEROTECH KALMAR Logo	12/24/2002	U.S.
2662645	AEROTECH MONITOR	12/17/2002	U.S.
2752584	AERO CD	08/19/2003	U.S.
2839936	AEROLIMS	1/13/2004	U.S.

2804669	AFROVAC	06/06/2003	U.S.
2642602	BTOX logo	10/29/2002	U.S.
2690295	BTOX ANALYTICAL LABORATORIES	2/25/2003	U.S.
2758650	MOLD DETECTIVE	09/02/2003	U.S.
2360908	WALLCHEK	06/20/2000	U.S.
258738	WWW.AEROTECHLABS.COM	11/15/2001	Arizona
46944	PAL PRECISION ANALYTICAL LABORATORIES	01/13/2003	Arizona
45528	'B' Logo Inside of Biohazard Symbol	11/15/2001	Arizona
2419460	SAMPLEASE	1/9/2001	U.S.
2909617	AEROCHEKED	12/14/2004	U.S.
2681024	PAL	1/28/2003	U.S.
3151425	IRON HORSE	10/3/2006	U.S.

Pending Trademark Applications

<u>Number</u>	<u>Description</u>	<u>Application Date</u>	<u>Jurisdiction</u>
78/457437	EMLab	7/27/04	U.S.
78/805051	MOLDSCORE	2/2/2006	U.S.
76/457316	Mold Detective	10/7/02	U.S.
78/871935	GROUND WATER EXPRESS	04/28/2006	U.S.
78/442175	PURGE SAVER	06/28/2004	U.S.
76/640437	WATER-TO-WEB	06/07/2005	U.S.
78/862700	Design Mark	4/17/2006	U.S.
76/544311	STL SEVERN TRENT P & K MICROBIOLOGY SERVICES, INC	09/11/2003	U.S.
76/501422	AEROCHECKED Logo	03/28/2003	U.S.
76/633967	AEROTECH P&K	03/22/2005	U.S.
76/633968	AEROTECH P&K Design	3/22/2005	U.S.
76/636014	STL	4/14/2005	U.S.
78/937959	10 MINUTE MOLD TEST	7/26/2006	U.S.
78973160	Stylized E	9/13/2006	U.S.

SCHEDULE C

DOMAIN NAMES

<u>Domain Name</u>	<u>Expiration Date</u>
qedenv.com	1/20/2015
pnkmicrobiology.com	3/18/2007
aerotechpk.com	4/15/2012
aeroenvirolabs.com	5/7/2010
landfills.com	6/13/2015
essvial.com	6/24/2009
moldtestinfo.com	8/4/2012
aerotechtraining.com	10/15/2006
mehrc.com	11/18/2006
mehrc.org	11/18/2006
remediationpumps.com	12/7/2006
landfillpump.com	12/7/2006
leachate-pumps.com	12/7/2006
dnaplumps.com	12/7/2006
lnaplumps.com	12/7/2006
condensate-pumps.com	12/7/2006
acil-mdl.org	3/20/2007
low-flow.com	5/19/2007
low-flowsampling.com	5/19/2007
watertoweb.com	8/7/2007
water-to-web.com	8/7/2007
water-level.com	8/8/2007
water2web.com	10/31/2007
aerotechlabs.com	4/30/2008
cee.com	5/26/2008
stlworldwide.com	6/7/2009
stl-worldwide.com	6/7/2009
stl-inc.com	7/30/2010
micropurge.com	2/12/2015
pumpwizard.info	6/15/2007
submersiblepumpguide.com	5/1/2009
submersiblepumpselection.com	5/1/2009
water-now.com	3/28/2008
ennovativetech.com	4/8/2009
accucore.com	12/7/2007
www.testamericainc.com	1/17/2008
americanhomelabs.com	3/29/2009
biocassette.com	1/16/2011
emlab.com	12/16/2010
healthyhometesting.com	5/19/2007
moldreport.com	2/11/2009
pureanalytics.com	7/16/2007
allergenreport.com	8/7/2007
emlab-legionella.com	7/21/2007
environmentalmicrobiologylab.com	9/21/2007
professormold.com	9/21/2007

TA: Intellectual Property Security Agreement: SL

toxicmoldprotectionact.com	9/21/2007
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SCHEDULE D

COPYRIGHT APPLICATION

Title	Country	Application No. Filing Date	Owner
Laboratory Information Management System	U.S.	149,738,142 10/14/05	Severn Trent Laboratories, Inc.

TA: Intellectual Property Security Agreement: SL

RECORDED: 01/05/2007

**TRADEMARK
REEL: 003455 FRAME: 0684**