

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Handex Holdings, Inc.		02/06/2006	CORPORATION: FLORIDA
Handex of Connecticut, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex Group, Inc.	FORMERLY Handex Environmental, Inc.	02/06/2006	CORPORATION: DELAWARE
Handex of Colorado, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex of Florida, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex of Illinois, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex of Maryland, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex of New England, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex of New Jersey, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex of Ohio, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex of Pennsylvania, LLC		02/06/2006	LIMITED LIABILITY COMPANY: DELAWARE
Handex of Texas, Inc.		02/06/2006	CORPORATION: TEXAS
HIT Design, Inc.	FORMERLY Handex of the Carolinas, Inc.	02/06/2006	CORPORATION: DELAWARE
Handex Construction Services, Inc.		02/06/2006	CORPORATION: DELAWARE
Handex Environmental Management, Inc.		02/06/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Handex Consulting and Remediation, LLC
<b>Street Address:</b>	3348 Edgewater Drive
<b>City:</b>	Orlando
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32804
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 3

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**900075947**

**TRADEMARK  
 REEL: 003534 FRAME: 0833**

**CH \$90.00 1304272**

Property Type	Number	Word Mark
Registration Number:	1304272	HANDEX
Registration Number:	2446846	SITE EXPLORER
Registration Number:	2299868	HANDEX

**CORRESPONDENCE DATA**

Fax Number: (954)761-8112  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (954) 761-7473  
Email: dshowalter@gray-robinson.com  
Correspondent Name: Donald S. Showalter  
Address Line 1: 401 East Las Olas Boulevard  
Address Line 2: Suite 1850  
Address Line 4: Fort Lauderdale, FLORIDA 33301

ATTORNEY DOCKET NUMBER:	818950.1
NAME OF SUBMITTER:	Donald S. Showalter
Signature:	/Donald S. Showalter/
Date:	05/03/2007

**Total Attachments: 4**  
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## BILL OF SALE

Be It Known, that **HANDEX HOLDINGS, INC.**, a Florida corporation, **HANDEX GROUP, INC.**, a Delaware corporation, f/k/a **HANDEX ENVIRONMENTAL, INC.**, **HANDEX ENVIRONMENTAL MANAGEMENT, INC.**, a Delaware corporation, **HANDEX OF COLORADO, INC.**, a Delaware corporation, **HANDEX OF CONNECTICUT, INC.**, a Delaware corporation, **HANDEX OF FLORIDA, INC.**, a Delaware corporation, **HANDEX OF ILLINOIS, INC.**, a Delaware corporation, **HANDEX OF MARYLAND, INC.**, a Delaware corporation, **HANDEX OF NEW ENGLAND, INC.**, a Delaware corporation, **HANDEX OF NEW JERSEY, INC.**, a Delaware corporation, **HANDEX OF OHIO, INC.**, a Delaware corporation, **HANDEX OF PENNSYLVANIA, LLC**, a Delaware limited liability company, **HANDEX OF TEXAS, INC.**, a Texas corporation, **HIT DESIGN, INC.** f/k/a **HANDEX OF THE CAROLINAS, INC.**, a Delaware corporation, and **HANDEX CONSTRUCTION SERVICES, INC.**, a Delaware corporation, (hereinafter individually referred to as a "Seller" and collectively referred to as the "Sellers") for and in consideration of the sum of Ten Dollars, (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, transfer, and deliver unto **HANDEX CONSULTING AND REMEDIATION, LLC**, a Florida limited liability company with its principal address at 3348 Edgewater Drive, Orlando, Florida 32804 (the "Buyer"), the following goods, chattels, property, and assets (the "Purchased Assets"):

See Schedule "A" attached.

**TO HAVE AND TO HOLD FOREVER** to Buyer and its heirs, executors, administrators, and successors, and assigns, to its own use forever.

The Sellers hereby covenant with the Buyer that to the best of Sellers' knowledge after reasonable inquiry Sellers are the lawful owner of said goods and chattels; that Sellers have the right to sell the same; and that Sellers will warrant and defend the same against the lawful claims and demands of all persons whomsoever except that some of the receivables being transferred to Buyer may be subject to possible bond claims (as that term is defined in that certain Order Approving Sale of the Debtors' Assets Free and Clear of Liens and Encumbrances dated January 27, 2006 in the matter In Re: Handex Group Inc., et. al. Case No. 6:05-bk-17617-ABB.

[SIGNATURE PAGE FOLLOWS]

{OR982029;2}1

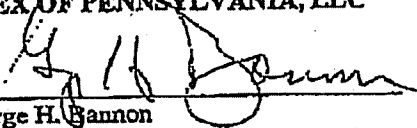
TRADEMARK  
REEL: 003534 FRAME: 0835

IN WITNESS WHEREOF, the Sellers have executed this instrument on this 6 day of February, 2006.

**HANDEX HOLDINGS, INC.**

By:   
Roger A. Eatman, President

**HANDEX GROUP, INC., I/k/a HANDEX ENVIRONMENTAL, INC.  
HANDEX OF COLORADO, INC.  
HANDEX OF CONNECTICUT, INC.  
HANDEX OF FLORIDA, INC.  
HANDEX OF ILLINOIS, INC.  
HANDEX OF MARYLAND, INC.  
HANDEX OF NEW ENGLAND, INC.  
HANDEX OF NEW JERSEY, INC.  
HANDEX OF OHIO, INC.  
HANDEX OF TEXAS, INC.  
HIT DESIGN, INC. F/K/A HANDEX OF CAROLINAS, INC.  
HANDEX CONSTRUCTION SERVICES, INC.  
HANDEX ENVIRONMENTAL MANAGEMENT, INC.  
HANDEX OF PENNSYLVANIA, LLC**

By:   
George H. Gannon  
As an Authorized Officer of each of the Above  
(President of the first 12 listed corporations;  
Vice President of Environmental Management; Manager of the LLC)

(OR982029-2)2

**TRADEMARK**  
**REEL: 003534 FRAME: 0836**

## SCHEDULE A

The Purchased Assets include all real and personal property of the Sellers related to, incidental to and necessary for, the operation of the Sellers' businesses (the "Business") excluding only those assets used exclusively in the operation the Sellers' civil construction business (Sellers' civil construction business shall hereinafter be referred to as the "Construction Business"), including but not limited to:

I. All tangible personal property of every kind and nature used and useful in the operation of the business of environmental remediation (the "Core Business") other than such personal property used exclusively in the Construction Business. The Purchased Assets shall include without limitation, all furniture, fixtures, machinery, vehicles, owned or licensed computer systems unless such assets are used exclusively in the Construction Business or are specifically rejected by the Buyer in writing pursuant to an Order Approving Sale of the Debtors' Assets Free and Clear of Liens, Claims, and Encumbrances dated January 27, 2006 (the "Sale Order").

II. All those inventories of supplies, office supplies, maintenance and shop supplies and other disposables existing as of the Closing Date other than those used exclusively in the Construction Business.

III. All cash, accounts, notes, receivables, and other rights to receive money arising out of or relating to the operations of the Business as of the Closing Date (other than receivables arising out of or relating exclusively to the operations of the Construction Business) including without limitation those accounts receivable listed on Schedule "B."

IV. All intangible property of every kind and nature that exists as of the closing date contained in the Sale Order that is related to the Business including, without limitation, the following: (a) all patents, trademarks, trade names, service marks, logos, trade secrets, copyrights and all applications and registrations therefor that are used in the Business; (b) all software, software licenses, domain names and web pages other than those used exclusively in the Construction Business; (c) all telephone numbers; (d) all licenses, permits, certificates, consents, accreditations, approvals, and other indicia of authority relating to the operation of the Business to the extent they are assignable except those related solely to the Construction Business; (e) all deposits held by the Sellers in connection with future services to be rendered by Sellers in connection with the Business other than the Construction Business; (f) all deposits held by, or right to receive money from, any third parties, including but not limited to utility deposits and landlord security deposits; (g) any amounts due from Envirocap, LLC pursuant to the Factoring and Security Agreement dated October 2, 2002 including, but not limited to, the right to payment of any Remaining Purchase Price or any rights in or to any Reserve Account; and (h) all warranties, guarantees, and covenants not to compete with respect to the Business. Intangible Property being acquired pursuant to this Bill of Sale expressly excludes any causes of action which the Sellers might possess pursuant to Sections 544 – 551 of the Bankruptcy Code.

V. All the books, records, forms, electronic data files and files in any form or

format, relating to the operations of the Business and its employees or reflecting the operations thereof other than those used exclusively in the Construction Business.

VI. All stocks, bonds, securities or ownership interest of any kind or nature, in any other entity.

Without limiting the generality of the foregoing, the Purchased Assets shall include all such assets that are specifically described and detailed in the Sale Order and any exhibit thereto.

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