

**TRADEMARK ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pipelining Products, Inc.		06/07/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	rePipe, Inc.		
<b>Street Address:</b>	131 N. Richey St.		
<b>City:</b>	PASADENA		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77506		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2016518	CURE-LINE PIPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)308-4135		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-752-4517		
<b>Email:</b>	ckulkarni@cheerful.com		
<b>Correspondent Name:</b>	Charles Kulkarni		
<b>Address Line 1:</b>	1401 McKinney St., Suite 1900		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	106925-K003US		
<b>NAME OF SUBMITTER:</b>	Charles Kulkarni		
<b>Signature:</b>	/Charles Kulkarni/		
<b>Date:</b>	06/07/2007		

**CH \$40.00 2016518**

Total Attachments: 3

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**Schedule A**

U.S. Trademark Registration No. 2,016,518 (U.S. application serial no. 74/688,139) for the mark, "CURE-LINE PIPE," filed June 14, 1995, the Registration Certificate of which is shown directly below:

**Int. Cl.: 37**

**Prior U.S. Cls.: 100, 103, and 106**

**Reg. No. 2,016,518**

**Registered Nov. 12, 1996**

**United States Patent and Trademark Office**

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**SERVICE MARK  
PRINCIPAL REGISTER**

**CURE-LINE PIPE**

PIPELINING PRODUCTS INC. (NEW YORK  
CORPORATION)  
136 PALMER AVENUE  
MAMARONECK, NY 10543

FOR: PIPELINE REHABILITATION SERVICES, NAMELY THE REPAIR AND RELINING OF EXISTING PIPE LINE, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 6-15-1995; IN COMMERCE 6-15-1995.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "PIPE", APART FROM THE MARK AS SHOWN.

SN 74-688,139, FILED 6-14-1995.

SUSANA BEATRIZ MIRABALLES, EXAMINING ATTORNEY

TRADEMARK ASSIGNMENT

WHEREAS, Pipelining Products, Inc., a New York corporation ("Assignor"), has adopted, owns and is using the common law and registered Mark "CURE-LINE PIPE," as listed and described in the trademark registration and trademark application on Schedule A hereto (the "Mark") in connection with the goods and/or services listed thereon; and

WHEREAS, rePipe, Inc., a Delaware corporation ("Assignee"), desires to acquire the Mark, and the registrations and pending applications.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, and transfers to the Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the registrations and pending applications for registration.

Assignor hereby covenants that it has the full right to convey the entire interest assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby further agrees that it will communicate to Assignee, its successors, legal representatives, and assigns, any facts known to Assignor respecting the Mark, testify in any legal proceeding, sign all lawful papers, execute all renewal applications, make all rightful oaths, and generally do everything possible to help Assignee, its successors, legal representatives, and assigns, obtain, and enforce proper trademark protection for the Mark.

Executed and delivered this 7 day of June, 2007.

Pipelining Products, Inc.

By: [Signature]

Title: CFO

State of Texas

County of Harris

06/07/07

Personally appeared before me this 7 day of June, 2007, Arthur Ferreira of Pipelining Products, Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument on behalf of Pipelining Products, Inc. as his free and voluntary act and deed for the uses and purposes therein set forth.



Notary Public

My Commission expires NOV. 13, 2010

