## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
De-Tech Holdings Company		06/19/2008	CORPORATION: VIRGINIA

### **RECEIVING PARTY DATA**

Name:	De-Tech, Inc.
Street Address:	c/o Consolidated Utility Services, Inc., 11640 Arbor Street
Internal Address:	Suite 200
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68144
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2904315	DE TECH

#### **CORRESPONDENCE DATA**

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher Address Line 1: Goldberg Kohn

Address Line 2: 55 East Monroe Street, Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.124
NAME OF SUBMITTER:	Nancy Brougher

Signature: /njb/

TRADEMARK

REEL: 003807 FRAME: 0175

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Date:	07/01/2008
Total Attachments: 4 source=De-Tech Trademark Assignment#pa source=De-Tech Trademark Assignment#pa source=De-Tech Trademark Assignment#pa source=De-Tech Trademark Assignment#pa	age2.tif age3.tif

## **ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of June 19, 2008 between De-Tech Holdings Company, a Virginia corporation, d/b/a De-Tech, Inc., having its business office at 3404 Hermitage Road, Richmond, Virginia 23227 ("Assignor"), and De-Tech, Inc., a Delaware corporation, having its business office at c/o Consolidated Utility Services, Inc., 11640 Arbor Street, Suite 200, Omaha, Nebraska 68144 ("Assignee").

WHEREAS, the parties and others hereto entered into that certain Asset Purchase Agreement dated as of April 15, 2008 (as amended, supplemented or modified from time to time, the "Agreement"), and in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of the registered trademarks, common law marks, domain names registered or in use in the United States or any foreign country relating to Assignor's business (the "Marks"), whether or not referenced on Exhibit A annexed hereto and incorporated herein by reference; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the Marks.

NOW, THEREFORE, for the consideration recited in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor does hereby assign, transfer and convey to Assignee all rights, title and interest in and to the Marks, inclusive of those set forth on the attached Exhibit A, the goodwill of the business associated therewith, and all claims and rights associated therewith, including the right to bring and maintain actions for trademark infringement, including the right to sue for infringement damages incurred or arising prior to the date hereof and collect the same.
- 2. Assignor hereby covenants and agrees that the Assignor will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to transfer, vest, record and perfect good, valuable and marketable right, title and interest in Assignee, its successors, assigns, and legal representatives.
- 3. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor further covenants and agrees not to seek to challenge the validity of any of the said marks or oppose any said trademark application, including in any claim, action, arbitration, suit, inquiry or proceeding.
- 4. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Marks for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

CHI:2098507.4

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the principles of conflicts of laws thereof). [signature page follows] CHI:2098507.4

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date written above.

**DE-TECH HOLDINGS COMPANY** 

	BY: Soluva uth	
	Edward W. Phaup, Jr., President and Chief Executive Officer	
STATE OF VIRGINIA	)	

I hereby certify that on this 8 day of June, 2008, personally appeared Edward W. Phaup Ty. President and Chief Executive Officer of De-Tech Holdings Company, a corporation formed under the laws of the State of Virginia, who is personally known to me and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Jesley Jannous Notary Public Jannous

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COUNTY OF HENRICO

# EXHIBIT A

## **TRADEMARKS**

<u>Trademark</u> <u>Registration Number</u> <u>Date of Registration</u>

DE TECH (*stylized*) 2,904,315 November 23, 2004

· CHI:2098507.4

**RECORDED: 07/01/2008**