

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
Willard D. Elmore		10/19/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	INLAND PIPE REHABILITATION LLC		
Street Address:	9400 Grogans Mill Road, Suite 205		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3621645	INVERT-A-PIPE	
CORRESPONDENCE DATA			
Fax Number:	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(734) 222-4776		
Email:	trademark@jaffelaw.com		
Correspondent Name:	Jeremy D. Bisdorf		
Address Line 1:	201 S. Main St., Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104-2176		
ATTORNEY DOCKET NUMBER:	INPIPE-ITG		
NAME OF SUBMITTER:	Jeremy D. Bisdorf		
Signature:	/jdb/		
Date:	10/22/2009		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of October 19, 2009, is between INLAND PIPE REHABILITATION, LLC, a Michigan limited liability company ("Purchaser") and WILLARD D. ELMORE ("Elmore").

RECITALS:

- A. Elmore is the owner of the trademark "INVERT-A-PIPE" as registered under United States Trademark Registration No. 3,621,645 (the "Trademark").
- B. Purchaser desires to acquire all of Elmore's entire right, title and interest in and to the Trademark, together with whatever goodwill is associated with the Trademark.
- C. Elmore desires to transfer to Purchaser all of Elmore's rights in the Trademark.

AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Elmore does hereby irrevocably sell, assign, transfer, convey and set over unto Purchaser all rights, title and interest in and to the Trademark that he may have, together with all other goodwill associated with the Trademark, including, but not limited to, any and all rights to register and to renew the Trademark, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Purchaser.
2. As a result of this Assignment, the Trademark is to be held and enjoyed by the Purchaser for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Elmore if this assignment, sale, conveyance and transfer had not been made.
3. Elmore further covenants and agrees that he shall, at any time, upon request, at Purchaser's expense, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademark in the Purchaser, its heirs, successors, assigns or other legal representatives.
4. Elmore hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Purchaser as owner of the Trademark.
5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.

6. This Assignment will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.


7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment
the day and year first above written.

Elmore:

By: 
WILLARD D. ELMORE

STATE OF)
) SS
COUNTY OF)

On _____, 2009, before me personally came **WILLARD D. ELMORE**, who
has satisfactorily identified himself as the signer to the above-referenced document.

Notary Public, _____ County
My commission expires:

ASSIGNMENT ACCEPTED:

Purchaser:

INLAND PIPE REHABILITATION, LLC,
a Michigan limited liability company

By: _____
Name: _____
Title: _____
Dated: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment the day and year first above written.

Elmore:

By: _____
WILLARD D. ELMORE

STATE OF _____)
COUNTY OF _____)SS
_____)

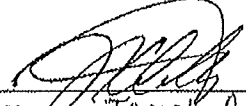
On _____, 2009, before me personally came WILLARD D. ELMORE, who has satisfactorily identified himself as the signer to the above-referenced document.

Notary Public, _____ County
My commission expires:

ASSIGNMENT ACCEPTED:

Purchaser:

INLAND PIPE REHABILITATION, LLC,
a Michigan limited liability company

By:  _____
Name: Joseph A. Cutillo
Title: President and CEO
Dated: October 19, 2009

[Signature Page to Trademark Assignment]