

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
rePipe, Inc.		07/09/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PM CONSTRUCTION & REHAB, L.P.		
<b>Street Address:</b>	9400 Grogans Mill Road, Suite 205		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77380		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2537172	REPIPE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(248) 727-1386		
Email:	jbisdorf@jaffelaw.com		
Correspondent Name:	Jeremy D. Bisdorf		
Address Line 1:	201 S. Main St., Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	INPIPE-GEN		
NAME OF SUBMITTER:	Jeremy D. Bisdorf		
Signature:	/jdb/		
Date:	09/20/2010		

CH \$40.00 2537172

Total Attachments: 5

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*"), dated as of July 9, 2007 (the "*Effective Date*"), is made by and between rePipe, Inc., a Delaware corporation ("*Assignor*"), and PM Construction & Rehab, L.P., a Tennessee limited partnership ("*Assignee*").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Stock, Membership Interest and Partnership Interest Purchase Agreement, dated as of July 9, 2006 (the "*Purchase Agreement*"), pursuant to which Assignor is required to transfer to Assignee the assets set forth on Schedule 1.1(b) to the Purchase Agreement. Unless otherwise expressly provided herein, all capitalized terms used in this Assignment and not defined herein shall have the meanings ascribed to them in the Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States trademark registration identified and set forth on Schedule A (the "*Trademark*") and the goodwill associated with the foregoing; and

WHEREAS, pursuant to the Purchase Agreement, the Trademark and its associated goodwill is to be assigned to Assignee hereunder.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers, together with the goodwill of the business in connection with which the Trademark is used, and sets over to Assignee all of Assignor's right, title and interest in and to the Trademark and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademark, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens

and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademark; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Trademark, including, without limitation, testifying as to any facts relating to the Trademark and this Assignment; (3) obtaining any additional trademark protection for the Trademark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**[Signature pages to follow]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**REPIPE, INC.**

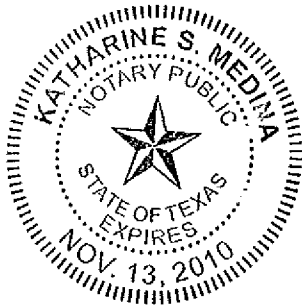
By: Robert J. Meehan

Name: Robert J. Meehan

Title: President

STATE OF Texas )  
 ) SS:  
COUNTY OF Harris )

On this 28 day of June, 2007 before me Robert J. Meehan, known to me to be President of rePipe, Inc., who acknowledged that he signed this instrument as a free act on behalf of rePipe, Inc.



Katharine Medina

Notary Public:

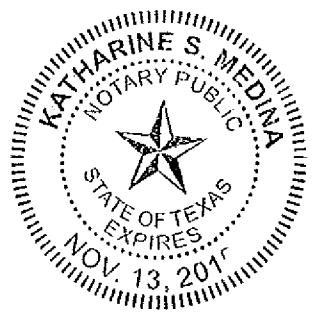
My commission expires:

**PM CONSTRUCTION & REHAB, L.P.**

By: *Robert J. Meehan*  
Name: Robert J. Meehan  
Title: President

STATE OF Texas )  
                                  ) SS:  
COUNTY OF Harris )

On this 28 day of June, 2007 personally appeared before me Robert J. Meehan, known to me to be President of PM Construction & Rehab, L.P. who acknowledged that he signed this instrument as a free act on behalf of PM Construction & Rehab, L.P.



*Katharine S. Medina*  
Notary Public:  
My commission expires:

**SCHEDULE A**

**TRADEMARK**

<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Country</b>
REPIPE	75846789	2537172	United States