

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Court Order Releasing Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		10/18/2000	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Controlled Power Limited Partnership		
Street Address:	1501 RAFF ROAD, S.W.		
City:	Canton		
State/Country:	OHIO		
Postal Code:	44710		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1794174	TECHNIBUS	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-372-2000		
Email:	jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Jennifer Mikulina McDermott Will & Emery		
Address Line 1:	227 W. Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	84866-010		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
Signature:	/Jennifer M. Mikulina/		

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Date:

04/06/2011

Total Attachments: 11

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

AMERICAN ECO HOLDING CORP., et al.,¹

Debtors.

Chapter 11

Case No. 00-3253(SLR)

Jointly Administered

**ORDER AUTHORIZING THE DEBTORS TO SELL CERTAIN
OF ITS ASSETS AND BUSINESSES FREE AND CLEAR OF ALL LIENS,
CLAIMS AND ENCUMBRANCES (CERTAIN PORTLAND, OREGON ASSETS)**

Upon the motion (the "Motion") of captioned Chapter 11 debtors and debtors-in-possession (the "Debtors"), seeking the entry of an order authorizing (i) the sale of substantially all of the assets of Debtor Industra, Inc. (the "Seller") free and clear of all liens, claims, encumbrances and other interests pursuant to 11 U.S.C. § 363(b) and (f), and (ii) the assumption and assignment of certain executory contracts and unexpired leases pursuant to 11 U.S.C. § 365 (the "Motion"), and upon the record of the sale hearing (the "Sale Hearing") and record in these Chapter 11 cases; and the Debtors having solicited competing bids, and it appearing that the highest and best bid for the assets was made by Technical Development Group LLC ("Purchaser"); and it appearing that the relief sought by the Debtors is necessary and in the best interests of the Debtors', their creditors and bankruptcy estates and other parties in interest; and due deliberation having been had, and sufficient cause appearing therefor;

¹ The Debtors are the following entities: American Eco Holding Corp.; American Eco Corporation; The Turner Group, Inc.; C.A. Turner Construction Company; C.A. Turner Maintenance, Inc.; Action Contract Services, Inc.; Separation & Recovery Systems, Inc.; Chempower, Inc.; Global Power Company; Brookfield Corporation; Controlled Power Limited Partnership; NUS, Inc.; Industra Service Corp.; Industra, Inc.; Industra Thermal Service Corporation; United Eco Systems, Inc.; Eco Systems, Inc.; Specialty Management Group, Inc.; Lake Charles Construction Corporation; Cambridge Construction Service Corp.; AEC Funding Corp.; MidAtlantic Recycling Technologies, Inc.

THE COURT HEREBY FINDS AND DETERMINES² that:

- A. On August 4, 2000 (the "Petition Date"), the Debtors filed voluntary petitions for reorganization under chapter 11 of the Bankruptcy Code.
- B. By Order of the Bankruptcy Court, the Chapter 11 cases of the Debtors were administratively consolidated.
- C. Since the Petition Date, the Debtors have continued in possession and management of their businesses and properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.
- D. No trustee or examiner has been appointed in the Debtors' Chapter 11 cases.
- E. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.
- F. The statutory predicates for the relief sought in the Motion are §§ 105(a), 363(b), (f), and (m), 365 and 1146(c) of the Bankruptcy Code and Fed.R.Bankr.P. 2002, 6004, 6006 and 9014.
- G. As evidenced by the certification of service previously filed with the Court, and based on the representations of counsel at the Sale Hearing: (i) proper, timely, adequate and sufficient notice of the Motion and the Sale Hearing has been provided in accordance with §§ 102(1) and 363 of the Bankruptcy Code and Fed.R.Bankr.P. 2002, 6004, 6006 and 9014; (ii) such notice was good and sufficient, and appropriate under the particular circumstances; and (iii) no other or further notice of the Motion, the Sale Hearing or the entry of this Order shall be required.

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed.R.Bankr.P. 7052.

H. A reasonable opportunity to object or be heard regarding the requested relief in the Motion has been afforded to all interested persons and entities.

I. The Debtors are the sole and lawful owners of the Seller's assets to be sold pursuant to the Asset Purchase Agreement (the "Agreement").

J. The offer of Purchaser to purchase the Seller's assets is the highest and best offer received for the sale the Seller's assets.

K. Purchaser is not an "insider" as that term is defined in § 101(31) of the Bankruptcy Code. Purchaser is a purchaser in good faith with respect to the Seller's assets, as that term is used in § 363(m) of the Bankruptcy Code. The Agreement was negotiated, proposed and entered into by the parties in good faith, from arm's length bargaining positions and without collusion, and the Purchaser is entitled to the protections of § 363(m) of the Bankruptcy Code with respect to the Seller's assets.

L. The Debtors have articulated a sound business reasons for performing the Agreement and selling the Seller's assets as set forth in the Motion outside of a plan of reorganization, and it is a reasonable exercise of the Debtors' business judgment to execute, deliver and consummate the Agreement with the Purchaser and consummate the transactions contemplated by the Agreement.

M. The Debtors may sell the Seller's assets free and clear of all Liens and Claims (as defined below) because, in each case, one or more of the standards set forth in § 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. The prepetition lenders consent to the Motion. Those holders of Liens and Claims (as defined below) who did not object, or who withdrew their objections, to the sale or the Motion are deemed to have consented pursuant to § 363(f)(2) of the Bankruptcy Code. Those holders of Liens and Claims (as defined below) who did

object fall within one or more of the subsections of § 363(f) of the Bankruptcy Code and are adequately protected by having their Liens and Claims (as defined below), if any, attach to the cash proceeds of the transactions contemplated by the Agreement ultimately attributable to the property in which they assert a Lien or Claim (as defined below).

N. The terms and conditions of the Agreement, including the total consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable and the transactions contemplated by the Agreement are in the best interest of the Debtors, their creditors and estates.

O. A valid business purpose exists for approval of the transaction contemplated by the Motion pursuant to §§ 105, 363(b), (f), and (m) of the Bankruptcy Code. The Debtors may sell, transfer and assign the Seller's assets free and clear of all liens claims, interests, encumbrances, options, rights of first refusal and other interests, in accordance with §§ 105 and 363 of the Bankruptcy Code. As a condition to purchasing the Seller's assets, the Purchaser requires that: (a) the Seller's assets be sold free and clear of all liens, claims, encumbrances, options, rights of first refusal and other interests; and (b) the Purchaser shall have no liability whatsoever for any obligations of or claims (as defined in §101(5) of the Bankruptcy Code) against the Debtors or their affiliates. Purchaser would not enter into the Agreement and consummate the transactions contemplated by the Agreement, thus adversely affecting the Debtors' estates, if the sale to Purchaser was not free and clear of all liens, claims encumbrances, options, rights of first refusal and other interests or if Purchaser was or would be liable for any obligations of or claims (as defined in § 101(5) of the Bankruptcy Code) against the Debtors, except as otherwise explicitly provided in the Agreement.

P. The Debtors and Purchaser have at all times acted in good faith and in accordance with applicable law. Purchaser is a purchaser in good faith within the meaning of §

363(m) of the Bankruptcy Code, and Purchaser will be acting in good faith pursuant to § 363(m) of the Bankruptcy Code in closing the transaction contemplated by the Agreement at any time on or after entry of this Order. The sale of the Seller's assets to Purchaser is a sale in good faith within the meaning of § 363(m) of the Bankruptcy Code.

Q. The transfer of the Seller's assets to the Purchaser is or will be a legal, valid and effective transfer of the Seller's assets, and will vest the Purchaser with all right, title and interest in and to the Seller's assets, free and clear of all Liens and Claims (as defined below), except those explicitly and expressly assumed by the Purchaser in the Agreement.

R. The transfer of the Seller's assets to the Purchaser is a transfer pursuant to § 1146(c) of the Bankruptcy Code, and accordingly shall not be taxed under any law imposing a stamp tax or similar tax.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Motion be, and hereby is, granted, to the extent set forth herein.
2. All objections to the Motion and the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits.
3. The Motion, Agreement and the transactions contemplated thereby be, and hereby are, approved, and the Debtors are hereby authorized, empowered and directed to enter into, and to perform its obligations under, the Agreement and to take such action as is necessary to effectuate the terms of the Agreement without any further corporate authorization.

4. The Debtors are hereby authorized, empowered and directed, pursuant to §§ 105 and 363(b) and (f) of the Bankruptcy Code, to sell the Seller's assets to the Purchaser pursuant to and in accordance with the terms and conditions of the Agreement, and pursuant to §§ 105 and 363 of the Bankruptcy Code, title to the Seller's assets shall pass to Purchaser at closing, free and clear of any and all liens (including mechanics', materialmens' and other consensual and non-consensual liens and statutory liens), security interests, encumbrances and claims (as defined in § 101(5) of the Bankruptcy Code), reclamation claims, mortgages, pledges, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, rights of first refusal, contracts, offsets, recoupment, rights of recovery, judgments, orders, claims for reimbursement, contribution, indemnity or exoneration, and decrees of any Court or foreign or domestic governmental entity, interests, products liability, alter-ego, environmental, successor liability, tax and other liabilities and claims, to the fullest extent of the law, in each case whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, or known or unknown, whether arising prior to, on, or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise (collectively, the "Liens and Claims"), with all such Liens and Claims to attach only to the proceeds of the transaction with the same priority, validity, force and effect as they now have in or against the Seller's assets, except for the assumed liabilities set forth in Schedule 1.2 to the Agreement.

5. The Seller is authorized to assume and assign to the Purchaser the Designated Contracts (as defined in the Motion), and Purchaser is required to pay any cure amounts, pursuant to §365 of the Bankruptcy Code, for the Designated Contracts, if any.

6. This Order and the Agreement shall be binding upon, and shall inure to the benefit of, the Debtors and Purchaser, and their respective successors and assigns, including without limitation, any chapter 11 trustee hereinafter appointed for the Debtors or any trustee appointed in a chapter 7 case if any of the Debtors' cases are converted from chapter 11.

7. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order and the Agreement and to resolve any dispute concerning this Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order, including, but not limited to, interpretation of the terms, conditions and provisions thereof, and the status, nature and extent of the Seller's assets, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the Seller's assets free and clear of Liens and Claims.

8. On the date of the Closing of the transactions contemplated by the Agreement (the "Closing Date"), each of the creditors of the Debtors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Liens and Claims against or in the Seller's assets, if any, as such Liens and Claims may have been recorded or may otherwise exist.

9. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

10. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Liens and Claims against or in the Seller's assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens and Claims that the person or entity has with respect to the Seller's assets or otherwise, the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Seller's assets.

11. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Seller's assets are hereby directed to surrender possession of the Seller's assets to the Purchaser on the Closing Date.

12. Nothing contained in any plan of reorganization (or liquidation) confirmed in these cases or the order of confirmation confirming any such plan shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

13. The Agreement is not a *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford, and is not in violation of creditors' and equity security interest holders' voting rights.

14. Purchaser shall be entitled to the protection of § 363(m) of the Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on appeal. The purchase by Purchaser is a purchase in good faith for fair value within the meaning of § 363(m) of the Bankruptcy Code, and Purchaser is entitled to the protection of § 363(m) of the Bankruptcy Code.

15. The sale approved by this Order is not subject to avoidance pursuant to § 363(n) of the Bankruptcy Code.

16. The transfer of the Seller's assets is a transfer pursuant to § 1146(c) of the Bankruptcy Code. Accordingly, pursuant to § 1146(c) of the Bankruptcy Code, the making, delivery, filing and recording of various instruments of transfer to be recorded in connection with the transaction by the Debtors of the Seller's assets to the Purchaser shall not be taxed under any law imposing a recording tax, stamp tax, transfer tax or similar tax, and all filing and recording officers are hereby directed to accept for filing or recording all instruments of transfer to be filed and recorded in connection with the transaction contemplated by the Agreement, without the payment of any such taxes.

17. Subsequent to the Closing, the Seller, the Official Committee of Unsecured Creditors of the Debtors (the "Committee"), General Electric Capital Corporation, as lender and administrative agent for Debtors' prepetition and post-petition secured revolving credit facility lenders ("GECC"), and their respective representatives shall be permitted reasonable access, during normal business hours, to review and copy, at the expense of the Seller, the Committee, or GECC (as the case may be) all books, records, documents and other

information relating to the Seller's business prior to the Closing Date (as defined in the Agreement) (the "Documents") for the purpose of enabling the Seller, the Committee, and GECC to comply with their obligations and to liquidate and resolve the affairs of the Seller.

18. The Purchaser agrees that prior to destroying or otherwise disposing of any Documents, Purchaser shall provide written notice to the Seller (as provided for in the Agreement), to counsel for the Committee, Anderson, Kill, & Olick, PC, 1251 Avenue of the Americas, New York, New York 10020, Attn: J. Andre Rahl, Jr., Fax Number: 212-278-1733, and to counsel for GECC, Otterbourg, Steindler, Houston & Rosen, PC, 230 Park Avenue, 29th Floor, New York, NY 10169, Attn: Johnathan Helfat, Fax Number: 212-682-6104, of its intent to dispose of any Documents and permit the Seller, the Committee, and/or GECC to take possession of or copy the Documents. The Seller, Committee, and/or GECC shall have thirty (30) days from the date notice is received to take possession of or copy the Documents.

19. Thomas Gardner, in his capacity as president and chief liquidation officer of American Eco Corporation, is hereby designated as the agent of the Seller with full corporate power and authority to transfer all right, title and interest of Seller in its assets being sold to Purchaser including, without limitation, the execution and delivery of deeds, bills of sale and other conveyance documents.

20. As provided by Fed.R.Bankr.P. 6004(g) and 7062, this Order shall be effective and enforceable immediately upon entry.

21. The provisions of this Order are nonseverable and mutually dependent.

Dated: Wilmington, Delaware
10/18, 2000



HONORABLE SUE L. ROBINSON
CHIEF UNITED STATES DISTRICT COURT JUDGE