

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
SolmeteX, Inc.		11/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Layne Christensen Company		
Street Address:	1900 Shawnee Mission Parkway		
City:	Mission Woods		
State/Country:	KANSAS		
Postal Code:	66205		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75396946	METALL:X	
Serial Number:	78681336	SOLMETEX	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8169838000		
Email:	pto-kc@huschblackwell.com		
Correspondent Name:	Kris Kappel		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
NAME OF SUBMITTER:	Kris Kappel		
Signature:	/Kris Kappel/		
Date:	05/24/2013		

CH \$65.00 75396946

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) dated as of the 30th day of November, 2007 (the “**Effective Date**”) is made by and between SolmeteX, Inc., a Delaware corporation (“**Assignor**”), and Layne Christensen Company, a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are, among others, parties to that certain Agreement of Sale, dated as of the 30th day of November, 2007 (the “**Agreement**”), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the “**Purchased Assets**” as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the trademark registrations, trademark applications for registration, and common law trademarks identified and set forth on Schedule A and that constitute “**Purchased Assets**” under the Agreement (collectively, the “**Trademarks**”), and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at its request and direction.

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

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in and to the Trademarks described on Schedule A hereto, together with the applications, registrations, extensions and renewals thereof and the goodwill of the business in connection with which the Trademarks are used, and all other corresponding rights (including common law rights) that are or may be secured under the laws of the United States and any foreign country, 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 Trademarks, 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 request the United States Commissioner of Patents and Trademarks and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks, 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.

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.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other actions as such requesting party may reasonably request and reasonably require in order to carry out and fulfill the purposes and intent of this Assignment.

[signature page to follow]

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

SOLMETEX, INC.

By: *N.M.*

Name: NICK MOZZIATO

Title: President

STATE OF)
Massachusetts) SS:
COUNTY OF)
Worcester

On this 27th day of November, 2007 personally before me appeared Nicholas Mazzicola, known to me to be President of SolmeteX, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of SolmeteX, Inc.

Milton H. Bunker
Notary Public:
My commission expires:



[Signature Page to Trademark Assignment]

LAYNE CHRISTENSEN COMPANY

By: *Jerry W. Fauska*

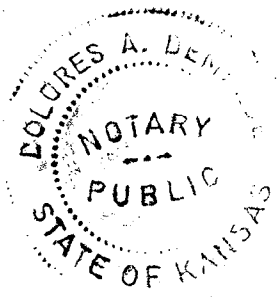
Name: *Jerry W. Fauska*

Title: *Senior Vice President - Finance*

STATE OF *Kansas*
COUNTY OF *Johnson*) SS:

On this *30th* day of November, 2007 personally before me appeared *Jerry W. Fauska*, known to me to be *Senior Vice President - Finance* of Layne Christensen Company, who acknowledged that he/she signed this instrument as a free act on behalf of Layne Christensen Company.

Dolores A. DeMeese
Notary Public: *Dolores A. DeMeese*
My commission expires: *July 31, 2011*



SCHEDULE A

TRADEMARKS

Mark	Application No.	Filing Date	Registration No.	Registration Date
Metal: X	75396946	11/27/1997	2,247,380	5/25/1999
Hg ^s	76229149	3/26/2001	2,623,925	9/24/2002
HG5	76168836	11/21/2000	2,560,362	4/9/2002
HG10	76168933	11/21/2000	2,560,364	4/9/2002
HG20	76168929	11/21/2000	2,560,363	4/9/2002
KEYLE: X	75396947	11/26/1997	2,295,059	11/30/1999
AsX ^{np} Text	78490467	9/28/2004	3,179,263	12/5/2006
ArsenX ^{np} Text	78490022	9/27/2004	3,096,730	5/23/2006
ArsenX ^{np} (logo) Arsenic Removal Media	78490661	9/28/2004	3,096,731	5/23/2006
ArsenX ^{np} (logo) Assuring Arsenic Elimination	78680340	7/28/2005	3,120,182	7/25/2006
ArsenX ^{np} (logo)	78680640	7/28/2005	3,126,315	8/8/2006
AsX ^{np} (logo)	78680703	7/28/2005	3,120,188	7/25/2006
SolmeteX Text	78681336	7/29/2005		
SolmeteX (logo)	78681402	7/29/2005	3,148,127	9/26/2006
AsX ^{np} (logo) Arsenic Removal Media	78694253	8/17/2005	3,132,560	8/22/2006
npRio (logo)	78913029	6/21/2006		
npXtra (logo) (Class Code 040 only)	77153949	4/11/2007		

COMMON LAW TRADEMARKS

<u>Trademark/Wordmark</u>
SolmeteX (logo) at the Core
Hg5-HV
npXtra (logo) Arsenic Elimination Program