

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
EN NOVATIVE TECHNOLOGIES, INC.		10/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Q.E.D. ENVIRONMENTAL SYSTEMS, INC.
Street Address:	2355 BISHOP CIRCLE W
City:	DEXTER
State/Country:	MICHIGAN
Postal Code:	48130
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2205262	EN CORE
Registration Number:	3298139	E
Registration Number:	2511001	TERRA CORE
Registration Number:	3088047	ACCUCORE

CORRESPONDENCE DATA

Fax Number: 2486410270
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (248) 641-1600
 Email: CSHELBY@HDP.COM
 Correspondent Name: HARNESS DICKEY & PIERCE P.L.C.
 Address Line 1: P. O. BOX 828
 Address Line 4: BLOOMFIELD HILLS, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	0534M-500008
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CH \$115.00 2205262

NAME OF SUBMITTER:	MARK D. ELCHUK
Signature:	/MARK D. ELCHUK/
Date:	11/19/2013

Total Attachments: 13

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into as of this 31st day of October, 2013 by and between En Novative Technologies, Inc., a Delaware corporation (the "*Assignor*"), and QED Environmental Systems, Inc., a Michigan corporation and affiliate of Assignor ("*Assignee*").

WHEREAS, Assignor desires to sell and assign to Assignee those certain assets of Assignor that are identified on Schedules 1 through and including 8 hereto (collectively, the "*Assigned Assets*"), and Assignee desires to accept the assignment of such assets.

WHEREAS, in connection with such sale and assignment, Assignee desires to assume those certain liabilities of Assignor that are identified on Schedule 9 hereto (the "*Assumed Liabilities*"); and

WHEREAS, in consideration of such sale, assignment and assumption, Assignee will issue to Assignor a promissory note in the aggregate principal amount of \$ [REDACTED], substantially in the form attached hereto as Exhibit A (the "*Promissory Note*").

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer of Assets. In consideration for the Promissory Note, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby acquires and accepts from Assignor, all right, title and interest of Assignor in the Assigned Assets, free and clear of all liens and encumbrances.

2. Assignment and Assumption of Assumed Liabilities. Assignor hereby assigns and Assignee hereby assumes the Assumed Liabilities from Assignor.

3. Issuance of Promissory Note. Assignee hereby agrees to issue the Promissory Note in the name of Assignor, to be delivered in connection herewith.

4. Further Assurances. From time to time, as and when requested by either party hereto and at such party's expense, either other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

5. Right to Contest. The assumption by Assignee of obligations to pay, discharge, perform or otherwise satisfy, as the case may be, the Assumed Liabilities shall not prohibit Assignee from, in good faith, contesting with a third party the amount, validity and enforceability thereof. Subject to Assignee's good faith right to contest an Assumed Liability, Assignee does hereby warrant that all uncontested Assumed Liabilities shall be satisfied, discharged, performed or paid in accordance with their terms.

6. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

7. Assignment and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that the Assignee may assign any of its rights and delegate any of its obligations under this Agreement to an entity controlled by, or under common control with, the Assignee. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

8. Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied and/or emailed PDF signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument.

9. Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

10. Severability. If any provision hereof is held invalid or not enforceable to its fullest extent, such provision will be enforced to the extent permitted by law, and the validity of the remaining provisions hereof will not be affected thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed and delivered in its name by its duly and validly authorized officer effective as of the date first set forth above.

ASSIGNOR:

En Novative Technologies, Inc.

By: 

Name: Benjamin E. Erwin

Title: CFO

ASSIGNEE:

QED Environmental Systems, Inc.

By: 

Name: Benjamin E. Erwin

Title: CFO

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**SCHEDULE 1
ASSIGNED ASSETS**

INTANGIBLES – PATENTS

1. Assignor's rights relating to Tool and Method for Soil Sampling, U.S. Patent No. 5,522,271, issued June 4, 1996;
2. Assignor's rights relating to Soil Sampling Tool with Volume-Indicating Feature, U.S. Patent No. 5,706,904, issued January 13, 1998;
3. Assignor's rights relating to Soil Sampling Tool with Unique Vent-and-Soil Features and Related Method, U.S. Patent No. 5,937,953, issued August 17, 1999;
4. Assignor's rights relating to Soil Sample Containment Device and Method, U.S. Patent No. 7,172,036, U.S. Application No. 10/456,800, issued February 6, 2007;
5. Assignor's rights relating to Soil Sampling System and Method that Allow Headspace Screening at Spaced Intervals without disturbing Soil Sample, U.S. Patent No. 7,216,725, U.S. Application No. 11/042996, issued May 15, 2007.

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**SCHEDULE 2
ASSIGNED ASSETS**

INTANGIBLES – TRADEMARKS

1. Assignor's rights relating to "EN CORE" trademark, U.S. Registration No. 2,205,262, registered on November 24, 1998;
2. Assignor's rights relating to "E & Design" trademark, U.S. Registration No. 3,298,139, registered on September 25, 2007;
3. Assignor's rights relating to "TERRA CORE" trademark, U.S. Registration No. 2,511,001, registered on November 20, 2001;
4. Assignor's rights relating to "ACCUCORE" trademark, U.S. Registration No. 3,088,047, registered on May 2, 2006.
5. Assignor's rights relating to unregistered trademark "EN NOVATIVE TECHNOLOGIES".

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SCHEDULE 3
ASSIGNED ASSETS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**SCHEDULE 4
ASSIGNED ASSETS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Schedules 1 through and including 8 (Assigned Assets) to Bill of Sale, Assignment and Assumption Agreement dated as of October 31, 2013]

**TRADEMARK
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**SCHEDULE 5
ASSIGNED ASSETS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Schedules 1 through and including 8 (Assigned Assets) to Bill of Sale, Assignment and Assumption Agreement dated as of October 31, 2013]

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SCHEDULE 6
ASSIGNED ASSETS

[REDACTED]

[REDACTED]

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[Schedules 1 through and including 8 (Assigned Assets) to Bill of Sale, Assignment and Assumption Agreement dated as of October 31, 2013]

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**SCHEDULE 7
ASSIGNED ASSETS**

[REDACTED]

[REDACTED]

[REDACTED]

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**SCHEDULE 8
ASSIGNED ASSETS**

[REDACTED]

[REDACTED]

[Schedules 1 through and including 8 (Assigned Assets) to Bill of Sale, Assignment and Assumption Agreement dated as of October 31, 2013]

**TRADEMARK
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Schedule 9

Assumed Liabilities

[REDACTED]

[REDACTED]

Exhibit A

Promissory Note

[See attached Promissory Note.]

[REDACTED]