

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement (Entire Interest)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Layne Christensen Company		07/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SolmeteX, LLC		
Street Address:	50 Bearfoot Road		
City:	Northborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01532		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2247380	METALL:X	
Registration Number:	2623925	HG5 MERCURY REMOVAL STRATEGIES FOR TODAY	
Registration Number:	2560362	HG5	
Registration Number:	2560364	HG10	
Registration Number:	2560363	HG20	
Registration Number:	2295059	KEYLE:X	
Registration Number:	3349625	SOLMETEX	
Registration Number:	3148127	SOLMETEX	
CORRESPONDENCE DATA			
Fax Number:	6172274420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172390746		
Email:	kouimet@edwardswildman.com		
Correspondent Name:	Kristine L Ouimet, Paralegal		

CH \$215.00 2247380

Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Wildman Palmer LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 312759.0004

NAME OF SUBMITTER: Kristine L Ouimet

Signature: /Kristine L Ouimet/

Date: 01/06/2014

Total Attachments: 5

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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Trademark Assignment") is made effective as of July 31, 2013 by and between Layne Christensen Company, a Delaware corporation, (the "Assignor"), and SolmeteX, LLC, a Delaware limited liability company ("Assignee"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the APA (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 31, 2013 (the "APA"), pursuant to which Assignor agreed to sell, convey, assign, and transfer to Assignee, among other assets, the entire title, rights, interests, benefits, and privileges in and to all trademarks specified on Exhibit A hereto (collectively, the "Assigned Trademarks"), together with the respective goodwill of the Business symbolized by the respective Assigned Trademarks; and

WHEREAS, Assignor now wishes to assign the Assigned Trademarks to Assignee, and Assignee is desirous of acquiring the Assigned Trademarks from Assignor.

NOW, THEREFORE, pursuant and subject to the terms of the APA and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed, to Assignee, as successor to the Business, the whole entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the Laws of all jurisdictions.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. Assignor covenants, agrees and undertakes to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee any and all of the Assigned Trademarks, at Assignee's expense.

4. Assignor agrees that it is hereby legally bound, upon reasonable request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Assigned Trademarks (and the Business identified by the Assigned Trademarks), and to testify in any legal proceeding relating thereto.

5. This Trademark Assignment is being delivered pursuant to the APA and will be construed consistently therewith. This Trademark Assignment is not intended to, and does not,

in any manner enhance, diminish, or otherwise modify the rights and obligations of the Parties under the APA. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the APA, the terms of the APA will govern.

6. This Trademark Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by email transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

7. This Trademark Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment effective as of the date first above written.

ASSIGNOR:

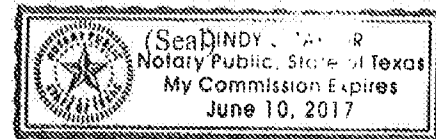
LAYNE CHRISTENSEN COMPANY

By: *Rene Robichaud*
Name: Rene J. Robichaud
Title: President and Chief Executive Officer

NOTARIZATION

On this ____ day of _____, 2013, before me, the undersigned Notary Public, personally appeared Rene Robichaud, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

Cindy S. Taylor
Signature of Notary



My Commission Expires: 6-10-17

ASSIGNEE:

SOLMETEX, LLC

By: _____
Name:
Title:

NOTARIZATION

On this ____ day of _____, 2013, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment effective as of the date first above written.

ASSIGNOR:

LAYNE CHRISTENSEN COMPANY

By: _____
Name: Rene J. Robichaud
Title: President and Chief Executive Officer

NOTARIZATION

On this _____ day of _____, 2013, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

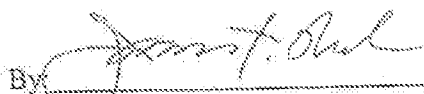
(Seal)

Signature of Notary

My Commission Expires: _____

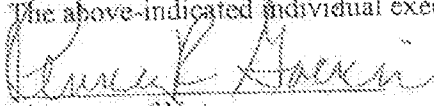
ASSIGNEE:

SOLMETEX, LLC

By: 
Name: James T. Rich
Title: Secretary

NOTARIZATION

On this 30th day of July, 2013, before me, the undersigned Notary Public, personally appeared James T. Rich, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.


Signature of Notary

(Seal)

My Commission Expires: 7/2/15

[Signature Page to Trademark Assignment Agreement]

Exhibit A
Trademark Chart

TRADEMARKS				
Mark	Serial No.	Filing Date	Registration No.	Registration Date
Metall:X	75396946	11/26/1997	2,247,380	5/25/1999
Hg ⁵ Mercury Removal Strategies for Today's Dental Practice	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
SolmeteX (text)	78681336	7/29/2005	3,349,625	12/4/2007
SolmeteX (logo)	78681402	7/29/2005	3,148,127	9/26/2006
SolmeteX (logo) at the Core				
Hg5-HV				

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