

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Layne Christensen Company

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Delaware Corporation

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 31, 2013

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SolmeteX, LLC

Street Address: 50 Bearfoot Road

City: Northborough

State: Massachusetts

Country: USA Zip: 01532

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Massachusetts

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Serial #:78681336 Mark:"SOLMETEX" July 29,2006/ Serial #:76168836 Mark:"HG5" Nov 21,2000 / Serial #:75398946 Mark:"METALL: X" Nov 26,1997 / Serial #:76229149 Mark:"HG5 MERCURY REMOVAL STRATEGIES FOR TODAY" March 26,2001

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kelly Beauregard / SolmeteX, LLC

Internal Address: _____

Street Address: 50 Bearfoot Road

City: Northborough

State: Massachusetts Zip: 01532

Phone Number: 508-393-5115

Docket Number: _____

Email Address: kbeauregard@solmetex.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Kelly M Beauregard
Signature

02-06-2014
Date

Total number of pages including cover sheet, attachments, and document:

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$115.00 7868133

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				

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:

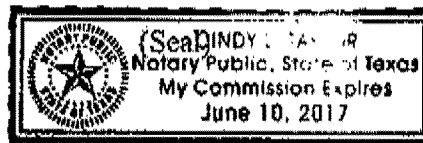
LAYNE CHRISTENSEN COMPANY

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: James T. Rich
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.

Rene J. Robichaud
Signature of Notary

(Seal)

My Commission Expires: 7/2/15

[Signature Page to Trademark Assignment Agreement]