

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Environmental Elements Corporation		12/21/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clyde Bergemann US Inc.		
<b>Street Address:</b>	1 Redwood Crescent, Peel Park, East Kilbride		
<b>City:</b>	Glasgow		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	G74 5PA		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1900428	RIGITRODE	
Registration Number:	1959308	CDS	
Registration Number:	2321641	FPA	
Registration Number:	1875137	ENVIRONMENTAL ELEMENTS CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)698-2236		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8047751194		
<b>Email:</b>	astinson@mcguirewoods.com		
<b>Correspondent Name:</b>	Anjanette Plichta Stinson		
<b>Address Line 1:</b>	One James Center, 901 East Cary Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>ATTORNEY DOCKET NUMBER:</b>	2047197-0001		

OP \$115.00 1900428

DOMESTIC REPRESENTATIVE

**900039042**

**TRADEMARK  
 REEL: 003220 FRAME: 0630**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Anjanette Plichta Stinson
Signature:	/Anjanette Plichta Stinson/
Date:	01/04/2006

Total Attachments: 5  
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## **INTELLECTUAL PROPERTY ASSIGNMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of the 21<sup>st</sup> day of December, 2005, by Environmental Elements Corporation, a Delaware corporation with a principal address of 3700 Koppers Street, Baltimore Maryland 21227 ("Assignor"), in favor of Clyde Bergemann US Inc., a Delaware corporation with a principal address of 1 Redwood Crescent, Peel Park, East Kilbride, Glasgow G74 5PA, Scotland UK ("Assignee").

Assignee and Assignor, along with Clyde Bergemann Investments, Ltd., have entered into an Asset Purchase Agreement dated November 15, 2005 (the "Purchase Agreement"), whereby Assignee has acquired certain of the assets of Assignor, including the Intellectual Property (defined herein).

Assignor desires to transfer to Assignee all of Assignor's rights and interests in its marks, together with the goodwill that Assignor has developed in such marks, as well as all of Assignor's rights and interests in domain names, copyrightable works of authorship, and all other types of intangible intellectual property owned by Assignor, except as expressly excluded herein (collectively, the "Intellectual Property").

NOW, THEREFORE, for the considerations set forth in the Purchase Agreement, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the mark(s) ENVIRONMENTAL ELEMENTS CORPORATION and those additional marks listed on Schedule 1 attached hereto, and any other marks used by Assignor in connection with its business, together with the goodwill that Assignor has developed in such marks, free and clear of all Encumbrances and interests in accordance with the Sale Order, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include Assignor's rights in the pending application to register the mark ENVIRONMENTAL ELEMENTS CORPORATION, identified by United States Serial Number 74/480,859 and any other rights Assignor may have in any other marks.

2. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to any domain names registered by Assignor, including, without limitation, the domain name "EEC1.COM", with any domain name registrar authorized to register domain names within the United States or any foreign territory, free and clear of all Encumbrances and interests in accordance with the Sale Order, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and

enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes the registrar of each such domain name to transfer the domain name from Assignor to Assignee, and agrees to take all steps necessary to complete the transfer of each such domain name to Assignee.

3. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to any and all copyrightable works created in the course of Assignor's business, free and clear of all Encumbrances and interests in accordance with the Sale Order, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

4. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to any and all trade secrets, know how, or other intangible property not specifically identified in Sections 1, 2, or 3, with the exception of its rights and interests in the inventions disclosed in Assignor's United States and Foreign Patent Applications, which are the subject of a separate Patent Assignment in favor of Assignee executed simultaneously herewith, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

5. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Intellectual Property, and to receive any and all damages awarded as a result of any such claim.

6. Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor further represents and warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment, and that this Assignment will not violate Assignor's obligations to or with any third party.

7. Assignor shall not, at any time, contest the validity or enforceability of the Intellectual Property, or take any action that would impair the value of the Intellectual Property.

8. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment.

9. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

10. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. This Assignment is delivered subject to the terms of the Sale Order. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement or the Sale Order on the one hand and the terms hereof on the other hand, the terms of the Purchase Agreement or the Sale Order shall govern.

11. Capitalized terms used herein without definition shall have the respective meanings given to them in the Purchase Agreement. The interpretation of certain words and expressions set forth in Section 1.3(a) of the Purchase Agreement shall apply to those words and expressions when used herein.

[SIGNATURE PAGE FOLLOWS]



**CURRENT TRADEMARKS****June 2005**

<b><u>MARK</u></b>	<b><u>SERIAL NO. or REGISTRATION NO.</u></b>	<b><u>COUNTRY</u></b>	<b><u>DOCKET NO.</u></b>	<b><u>EXPIRATION DATE</u></b>
RIGITRODE	1,900,428	US	MR717-88	6/20/05 - w/renewal at that time for add'l 10 years
CDS	1,959,308	US	MR717-89	2/27/06 - with renewal at that time for add'l 10 years - DNR
FPA	2,321,641	US	MR717-102	2/22/10
ENELCO	237,679	Canada	TM 1505-1 ((Borden Ladner Gervais Scott & Ayles))	11/30/09
ENELCO	006586457	Brazil	Brazil Reg. #006586457 (Dannemann Siemsen Bigler & Ipanema Moreira)	8/10/07 - DNR
ENELCO	341216	Italy	Italy Reg. #341216 (Ivo Jacobacci & Co.)	5/13/06 - DNR
ENELCO	1,088,601	US	(Koppers Co. Law Dept.)	10/17/05
ENVIRONMENTAL ELEMENTS CORPORATION	1,875,137	US	Saul Ewing	3/29/15 - w/renewal at that time for add'l 10 years