

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
Severn Trent Environmental Services, Inc.		07/31/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	ADS, LLC
Street Address:	4940 Research Drive
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35805
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1587428	HYDRA-STOP
Registration Number:	2008669	HYDRA-TURN
Registration Number:	2011999	INSTA-VALVE
Registration Number:	3003454	INSTA-DAM
Serial Number:	76585375	PIPELINE ONLINE
Serial Number:	76653488	JR. HYDRA-STOPPER
Registration Number:	2113391	HYDRA-TAP

CORRESPONDENCE DATA

Fax Number: (256)533-9322
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 256-535-1100
Email: wbabcock@lfsp.com
Correspondent Name: George P. Kobler
Address Line 1: P.O. Box 2087

CH \$190.00 1587428

Address Line 4: Huntsville, ALABAMA 35804

ATTORNEY DOCKET NUMBER:

06-1176.01

NAME OF SUBMITTER:

George P. Kobler

Signature:

/George P. Kobler/

Date:

10/10/2006

Total Attachments: 10

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ASSET PURCHASE AGREEMENT

by and between

**ADS LLC
as "Purchaser",**

**Nova Holdings LLC
as "Parent",**

and

**SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
as "Seller"**

July 31, 2006

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of July 31, 2006 by and between ADS LLC, a Delaware limited liability company ("Purchaser"), Severn Trent Environmental Services, Inc., a Texas corporation ("Seller"), and Nova Holdings LLC, a Delaware limited liability company ("Parent"). Parent joins in this Agreement solely for purposes of providing its agreement to guarantee the obligation of Purchaser set forth in Section 10.13 hereof.

W I T N E S S E T H

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the owned tangible and intangible properties and assets used in the Severn Trent Pipeline Services business of Seller as of the date of this Agreement, including water and sewer system evaluation and sewer rehabilitation services, the Hydra-Stop business and the manufacture and sale of components and accessories associated therewith (collectively, the "Business");

WHEREAS, subject to the terms and conditions hereof, Purchaser desires to purchase the Business for the consideration specified herein and the assumption by Purchaser of certain liabilities and obligations of Seller as described herein; and

WHEREAS, capitalized terms used herein shall have the meanings ascribed to such terms in Section 10.1 hereof and elsewhere in this Agreement.

NOW, THEREFORE, in order to consummate the transactions contemplated hereby and in consideration of the mutual agreements set forth herein, the parties hereto hereby agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS.

1.1 Sale of Assets. Subject to the provisions of this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell, convey, transfer, assign and deliver title to Purchaser on the Closing Date, the assets, tangible or intangible (except for the Excluded Assets), of every kind and description, wherever located, used in the conduct of the Business by Seller as of the date of this Agreement (collectively, the "Subject Assets"). Unless excluded from the sale as part of the Excluded Assets, the term "Subject Assets" shall include, without limitation, the following assets of Seller:

- (a) all tangible personal property and other fixed assets listed on Schedule 1.1(a) attached hereto;
- (b) leaseholds in real property listed on Schedule 1.1(b) attached hereto;
- (c) all contracts, commitments, leases (including any capital or operating leases), contracts for services and supplies, products or services and all other agreements (whether written or oral) listed or described on Schedule 1.1(c) attached hereto (collectively, the "Assigned Contracts");

(d) all accounts receivable, whether billed or unbilled and including the current portion thereof, and all prepaid expenses and any other current assets listed on Schedule 1.1(d) attached hereto or otherwise accrued or earned;

(e) to the extent assignable, the project-specific Business Permits listed in item 3 of Schedule 1.1(e) attached hereto;

(f) all equipment operating manuals and records, marketing and promotional materials, logs, correspondence with customers and vendors, memoranda, manuals and literature, business records and data (or true copies thereof), other than Financial Records and Corporate Records, whether printed or computerized, in each case to the extent related to the Business; provided that Purchaser shall afford to Seller full prompt access to all such materials (excluding Financial Records and Corporate Records) at reasonable times for reasonable purposes, pursuant to Section 8.7 hereof;

(g) all computer programs, databases and software (including any licenses to such items where Seller is the licensee to the extent assignable), listed in Schedule 1.1(g) attached hereto;

(h) all Intellectual Property used in the operation of the Business by Seller as of the date of this Agreement, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, including the right to sue for past infringement, and rights to protection of interests therein under the laws of all jurisdictions, including the trademarks and service marks used by Seller as of the as of the date of this Agreement in the Business listed on Schedule 1.1(h) attached hereto;

(i) to the extent assignable, all memberships in trade associations, if any, related to the Business;

(j) all bills of materials and vendor lists and all mailing, customer and advertiser lists of Seller used in the Business;

(k) all raw materials and product inventories of Seller, including inventories of works in process, used or held for use in connection with the operation of the Business by Seller as of the as of the date of this Agreement whether in the possession of Seller or any Third Party;

(l) all advertising, marketing, promotional and ancillary materials and sources, customer information and planned products and services (if any), and supplier information used in or related to the Business;

(m) all designs, drawings, manufacturing manuals and specifications used in the Business by Seller as of the date of this Agreement; and

(n) all other assets of Seller used in the conduct of the Business as of the date of this Agreement.

groundwater protection areas, and wetlands buffer area restrictions on the Subject Assets.

(xi) Neither this Agreement nor consummation of the transactions contemplated hereby will result in any obligations with respect to site investigation or cleanup, or notification or consent of Authorized Authorities or Third Parties, pursuant to any of the property transfer provisions of the Applicable Laws, including the Environmental Laws.

(b) Reports. Seller has provided to Purchaser a copy of each assessment, report, datum, result of investigations or audit, and any other relevant information that is in the possession of or reasonably available to Seller, regarding environmental conditions or compliance at or pertaining to the Subject Assets.

2.21 Intellectual Property.

(a) To the extent included as a part of the Subject Assets being sold hereunder, Schedule 1.1(h) hereto sets forth a true, correct and complete list of all United States and foreign (i) patents and patent applications used in connection with the Business (the "Business Patents"), (ii) registered and unregistered trademarks and service marks applications used in connection with the Business (the "Business Trademarks"), (iii) trade names used in connection with the Business (the "Business Tradenames"), (iv) copyright registrations and copyright applications used in connection with the Business (the "Business Copyrights"), and (v) licenses used by Seller pursuant to which Seller in-licenses Intellectual Property used in connection with the Business (the "Business In-Licenses") indicating for each, the applicable jurisdiction, registration number (or applicable number), and date issued or filed, as applicable with respect to (i), (ii), (iii), and (iv) above. Copies of agreements relating to such Business In-Licenses have been previously provided to Purchaser. The Intellectual Property included in the Subject Assets together with the Intellectual Property specifically excluded from the sale as part of the Excluded Assets is sufficient for the conduct of the Business in the same manner as conducted by Seller as of the date hereof.

(b) Except as set forth on Schedule 1.1(h), all Business Trademarks, Business Patents, Business Tradenames and Business Copyrights are currently in compliance with all legal requirements (including the timely filings of proof of use and post-registration filings of affidavits of use and incontestability and renewal applications with respect to the Business Trademarks, and the payment of all fees including filing, examination and maintenance fees and timely filing of proof of working or use with respect to the Business Patents) and are valid and enforceable. Except as set forth on Schedule 1.1(h), no Business Trademark has been or is now involved in any opposition or cancellation proceedings, and no such action is threatened with respect to any of the Business Trademarks. No Business Patent has been or is now involved in any interference, reissue, re-examination, invalidation or opposing proceeding, and no filing of such with respect to the Business Patents is currently outstanding. To Seller's Knowledge, there are no trademarks or service marks of any third party that conflict with the Business Trademarks, and no patents of any third party that interfere with or prevent the exploitation of any inventions falling within the scope of any of the claims of the Business Patents.

(c) Seller owns free and clear of all Liens, all owned Intellectual Property included in the Subject Assets, and has a valid and enforceable right to use in accordance with the applicable Business In-License agreement, if any, all of the Intellectual Property licensed to Seller included in the Subject Assets. Seller has taken reasonable steps to protect and preserve the Intellectual Property included in the Subject Assets. To Seller's Knowledge, the operation of the Business as currently conducted does not infringe upon any Intellectual Property owned or controlled by any Third Party. There are no claims, proceedings or investigations pending or to Seller's Knowledge, threatened, nor has Seller received any written communication of, and Seller has no Knowledge of any Basis for a claim against Seller (i) alleging that the activities or products associated with the Business or the conduct of the Business infringes upon, violates or constitutes the unauthorized use of the Intellectual Property of any Third Party or (ii) challenging the ownership, use, validity or enforceability of any Intellectual Property included in the Subject Assets. To the Knowledge of Seller, no Third Party is misappropriating, infringing, diluting or violating the Intellectual Property included in the Subject Assets, and no such claims have been brought against any Third Party by Seller, and Seller has not misappropriated the trade secrets of any Third Party. Except as set forth on Schedule 1.1(h), the execution, delivery and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby will not result in the loss or impairment of or give rise to any right of any Third Party to terminate any right to own any of the Intellectual Property used to operate or conduct the Business or to use any Intellectual Property licensed pursuant to Business In-License agreements, nor require the consent of any governmental authority or any Third Party in respect of any such Intellectual Property.

(d) All Business Trademarks have been in continuous use by Seller. To the Knowledge of Seller, (i) there has been no prior use of such Business Trademarks by any third party which would confer upon said third party superior rights in such trademarks and service marks, and (ii) the registered Business Trademarks have been continuously used in the form appearing in, and in connection with the goods and services listed in, their respective registration certificates.

(e) Seller has taken all reasonable steps in accordance with normal industry practice to protect its rights in confidential information and its trade secrets related to the Business, including, without limitation, purchasing specifications and designs. There has been no disclosure by Seller of material confidential information or trade secrets related to the Business, including, without limitation, its purchasing specifications and designs.

2.22 Real Property

(a) None of Seller or any of its Affiliates owns any real property exclusively used in the conduct of the Business.

(b) Schedule 1.1(b) lists the leases or rental agreements for all real property leased or subleased to Seller and exclusively used to the conduct of the Business. Seller has delivered to Purchaser correct and complete copies of the leases and subleases listed in Schedule 1.1(b). With respect to each lease and sublease listed in Schedule 1.1(b):

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

PURCHASER:

ADS LLC

By:  _____

Name:

Title:

PARENT:

NOVA HOLDINGS LLC

By:  _____

Name:

Title:

SELLER:

SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.

By: _____

Name:

Title:

Signature Page to Asset Purchase Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

PURCHASER:

ADS LLC

By: _____
Name:
Title:

PARENT:

NOVA HOLDINGS LLC

By: _____
Name:
Title:

SELLER:

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

By: Leonard F. Graziano
Name: LEONARD F. GRAZIANO
Title: PRESIDENT AND CEO

Signature Page to Asset Purchase Agreement

INTELLECTUAL PROPERTY

The following Intellectual Property is to be transferred to the Purchaser:

A) Owned Intellectual Property

1. Business Patents

(i) The following Business Patents are in the name of the Seller:

Patent Number 5,186,199 – Improved Line Stop Machines – Conduit Stopper

Patent Number 5,915,395 – Method for the Cleaning of Water Mains

(ii) The following Business Patents are in the name of Pitometer Associates, Inc.

Patent Number 6,125,868 – Method and Apparatus for Maintaining Valves in a Water Distribution System

Patent Number 6,810,903 – Conduit Flow Controller

2. Business Trademarks

(i) The following Business Trademarks are in the name of the Seller.

Trademark Number 1,587,428 – Hydra-Stop

Trademark Number 2,008,669 – Hydra-Turn

Trademark Number 2,011,999 – Insta-Valve

Trademark Number 2,113,391 – Hydra-Tap

Trademark Number 3,003,454 – Insta-Dam

Trademark Application Number 76/585,375 – Pipeline Online

Trademark Application Number 76/653,488 – Jr. Hydra-Stopper

(ii) The following Business Trademarks are in the name of Hydra-Stop, Inc.

Canadian Trademark Number 436,018 – Hydra-Stop

Canadian Trademark Number 437,841 – We Stop The World

Canadian Trademark Number 449,244 – Design of valve on celestial background with world within the valve

Canadian Trademark Number 541,171 – Insta-Valve

United Kingdom Trademark Number 1,552,707 – Design of Valve on Celestial Background with World within the Valve

United Kingdom Trademark Number 1,552,708 – Design of Valve on Celestial Background with World within the Valve

United Kingdom Trademark Number 1,552,725 – We Stop The World

United Kingdom Trademark Number 1,552,726 – We Stop The World

United Kingdom Trademark Number 2,029,729 – We Stop The World

United Kingdom Trademark Number 2,029,731 – Hydra-Stop

3. Business Copyrights

(i) The following Business Copyrights are in the name of Hydra-Stop, Inc.

Copyright Number TX-3-664-950 – A Pressure Installation Primer

Copyright Number TX-2-664-950 – A Pressure Installation Primer: Basic Information and Procedures for Line Tapping and Line Stopping

Copyright Number TX-5-090-116 – Insta-Valve: Hydra-Stop Insertable Valve

Copyright Number TX-u-065-340 – HYDRA-Tight Seal Installation Procedures for Water Piping

Copyright Number TX-u-065-341 – HYDRA-Tight Seal Installation Procedures for Gas Piping

Copyright Number TX-u-965-342 – HYDRA-Tight Seal Installation Procedures for Nuclear Piping

Copyright Number TX-u-965-343 – HYDRA-Tight Seal: Carbon Steel Specifications for Retaining Bands

Copyright Number TX-u-966-332 – HYDRA-Tight Seal Installation Procedures for Waste Water Piping

Copyright Number TX-u-966-434 – Hydra-Tight Seal: Stainless Steel Specifications for Retaining Bands

Copyright Number TX-u-966-474 – Hydra-Tight Seal: EPDM Rubber Specifications,
M4AA710A13B13C12EA14Z1Z2Z3

Copyright Number TX-u-970-308 – Hydra-Tight Seal Nitrile Rubber Specifications:
M2BG610A14B114EF11E034Z1Z2Z3

Copyright Number Va-u-337-553 – Side Tapping Machine (Technical Drawing)

(ii) The following Business Copyrights are in the name of Pitometer Associates, Inc.

Copyright Number TX-4-147-355 – Under-Pressure Applications

B) Licensed Intellectual Property

None, except those specifically listed in Schedule 1.1(g).

C) Internet Domain Registrations

<http://www.hydrastop.com>

<http://www.hydra-stop.com>