

**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>
Babcock Water Engineering, LP		12/01/1998	LIMITED PARTNERSHIP: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Earth Tech, Inc.		
<b>Street Address:</b>	300 Oceangate		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Long Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90802		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75282008	CASS	
<b>Serial Number:</b>	73579467	CASS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(609)806-3752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	609-720-5466		
<b>Email:</b>	tepsip@tyco.com		
<b>Correspondent Name:</b>	Montgomery W. Smith		
<b>Address Line 1:</b>	9 Roszel Road		
<b>Address Line 2:</b>	TEPS IP Law Dept.		
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540		
<b>ATTORNEY DOCKET NUMBER:</b>	T-S-TIS-00011		
<b>NAME OF SUBMITTER:</b>	Barbara J. Jackson		

CH \$65.00 75282008

Signature:	/Barbara J. Jackson/
Date:	04/30/2007
<b>Total Attachments: 10</b> source=Babcock Stock Purchase Agreement REDACTED#page1.tif source=Babcock Stock Purchase Agreement REDACTED#page2.tif source=Babcock Stock Purchase Agreement REDACTED#page3.tif source=Babcock Stock Purchase Agreement REDACTED#page4.tif source=Babcock Stock Purchase Agreement REDACTED#page5.tif source=Babcock Stock Purchase Agreement REDACTED#page6.tif source=Babcock Stock Purchase Agreement REDACTED#page7.tif source=Babcock Stock Purchase Agreement REDACTED#page8.tif source=Babcock Stock Purchase Agreement REDACTED#page9.tif source=Babcock Stock Purchase Agreement REDACTED#page10.tif	

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of the 1<sup>st</sup> of December, 1998, by and among BABCOCK HOLDINGS (USA), INC. a Delaware corporation, (the "Seller") and EARTH TECH, INC., a California corporation, (the "Purchaser").

WITNESSETH; That

WHEREAS, the Seller owns all of the shares of the outstanding capital stock of BABCOCK WATER ENGINEERING, INC. and BABCOCK WE HOLDING INC. (collectively, the "Companies") as set forth in Schedule 3.1.2 attached hereto and made a part hereof (collectively, the "Shares"); and

WHEREAS, the Seller desires to sell and transfer to the Purchaser all of the Shares and the Purchaser wishes to acquire the Shares pursuant to and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth, the parties hereto hereby agree as follows:

### ARTICLE 1. PURCHASE AND SALE OF SHARES.

#### **1.1 Purchase and Sale.**

Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase from the Seller, and the Seller agrees to sell, transfer and convey to the Purchaser all of the Shares on the Closing Date (as defined in Section 6.1 hereof).

## ARTICLE 2. PURCHASE PRICE.

### 2.1 Purchase Price.

Subject to the terms and subject to the conditions contained in this Agreement, the Purchaser shall pay to the Seller the equivalent sum of One Million Five Hundred Thousand Pounds Sterling (£ 1,500,000) in United States dollars determined in accordance with the closing spot conversion rate specified in the *Wall Street Journal's* Currency Trading Exchange Rates (New York foreign exchange selling rates) as published in the edition of the *Wall Street Journal* on November 25, 1998 (being the exchange rate equal to one dollar and sixty-six cents (\$1.66) for each one pound sterling (£ 1)) (the "Purchase Price") in consideration for the Shares.

### 2.2 Payment of the Purchase Price.

At the Closing, the Purchaser shall pay the Purchase Price to the Seller by wire transfer to Babcock Holdings (USA), Inc., NationsBank, Dallas, Texas, ABA #111000012, Account #1293323128, Attention: Tom Walker/Linda Rose in immediately available funds.

## ARTICLE 3. REPRESENTATIONS AND WARRANTIES.

### 3.1 Representations and Warranties of the Seller.

In consideration of the Purchaser entering into this Agreement, the Seller represents and warrants to the Purchaser as follows:

#### 3.1.1 Corporate Organization and Standing.

Each of the Companies is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and Babcock Water Engineering Limited Partnership (the "Partnership") is a validly existing California limited partnership and has the requisite corporate power and other authority necessary to own or lease and operate the properties referred to in Section 3.1.12 and to carry on its business as presently conducted. The Companies are owners of all of the interests in the Partnership. Each of the Companies has delivered to the Purchaser complete and correct copies of their respective Articles of Incorporation and by-laws. The Partnership has delivered to the Purchaser a complete and correct copy of the Partnership's Amended and Restated Agreement of Limited Partnership. Each of the Companies is duly qualified to do business in the State of Delaware and the Partnership is duly qualified, licensed or registered to do business in California. Except for the

Partnership, each of the Companies does not own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture or other business association for profit.

### 3.1.2 Capitalization of the Companies.

The authorized capital stock, number of issued shares and par value of the capital stock of each of the Companies is set forth on Schedule 3.1.2 attached hereto and made a part hereof which issued shares have been duly authorized, validly issued and are fully paid and non-assessable and owned by the Seller free and clear of all liens, encumbrances and other forms of security. Except as set forth in Schedule 3.1.2 attached hereto and made a part hereof, there are no preemptive or similar rights on the part of any holder of any class of securities of any of the Companies, or obligating any of the Companies to issue or sell any shares of capital stock of, or other equity interests in, any of the Companies. Except as set forth in Schedule 3.1.2 hereto, no options, warrants, conversion or other rights or agreements obligating any of the Companies, contingently or otherwise, to issue or sell any shares of its capital stock of any class or any securities convertible into or exchangeable for any such shares, are outstanding.

### 3.1.3 Authorization.

The Seller has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller and is the valid and binding obligation of the Seller enforceable against it in accordance with its terms, except as enforcement may be limited by equitable principles limiting the right to obtain specific performance or other equitable remedies, or by applicable bankruptcy or insolvency laws and related decisions affecting creditors' rights generally.

### 3.1.4 No Conflict.

Except as set forth in Schedule 3.1.4 attached hereto and made a part hereof, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a breach by Seller of or constitute a default by Seller under any judgment, order, decree, rule or regulation of any court or governmental agency which would have a Material Adverse Effect. For purposes of this Agreement, "Material Adverse Effect" means any change, effect or circumstance that is materially adverse to the business or financial condition of the Companies and the Partnership, taken as a whole.

### 3.1.13 Material Contracts.

(a) Schedule 3.1.13 attached hereto and made a part hereof sets forth a complete and correct list of all the Material Contracts (as herein defined) to which either of the Companies or the Partnership is a party. True and correct copies of all Material Contracts have been furnished to the Purchaser prior to the Closing. As used in this Agreement, "Material Contract" means the contracts for the provision by the Companies or the Partnership of licensed technology, equipment, process design and consulting services in connection with project management services (turnkey contracts) or related consulting services (consulting contracts) to which either the Company or the Partnership is a party and under which the obligations of either Company or the Partnership remain substantially uncompleted at the date of this Agreement. The obligations of the Companies and the Partnership are deemed to be substantially completed when the engineering design work has been completed, the equipment manufactured by subcontractors and delivered, the installation is complete and the project is ready for commissioning, in each case in all material respects.

(b) The Companies and the Partnership have not received any notice which remains outstanding that any of them are in breach of any Material Contract, being a breach that would have a Material Adverse Effect. To the knowledge of the Seller, each of the Material Contracts (i) constitutes a legal, valid and binding obligation of either of the Companies or the Partnership enforceable (except as enforcement may be limited by equitable principles limiting the right to obtain specific performance or other equitable remedies or by applicable bankruptcy or insolvency laws and related decisions affecting creditors rights generally) by and against the parties thereto substantially in accordance with its terms, and (ii) is not expected to result, upon its completion (including the fulfillment by all the parties thereto of substantially all of their obligations thereunder) in a loss that would constitute a Material Adverse Effect.

### 3.1.14 Intellectual Property Rights.

Schedule 3.1.14 attached hereto and made a part hereof sets forth a complete and correct list of all patents, trademarks (whether registered or unregistered), service marks, trade names, service names, brand names, logos and copyrights (collectively, "Intellectual Property Rights") owned or subject to an application by the Companies and the Partnership in the conduct of their respective businesses. Except as set forth in Schedule 3.1.14 hereto, there is no claim, or proceeding pending or, to the knowledge of the Seller, threatened, which challenges the rights of the Companies or the Partnership in respect of the Intellectual Property Rights. Except as set forth in Schedule 3.1.14 hereto, to the knowledge of the

Seller, none of the Intellectual Property Rights is subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator or administrative agency and none of the Intellectual Property Rights owned by the Companies or the Partnership are being infringed upon by others or used by others, nor is the Seller's ownership thereof currently the subject of dispute, whether or not resulting in litigation.

3.1.15      Labor Matters.

(a) Except as set forth in Schedule 3.1.15 attached hereto and made a part hereof, to the knowledge of the Seller, there are no (i) labor strikes, disputes, slowdowns, representation campaigns or work stoppages by employees of the Companies or the Partnership pending or threatened against the Companies or the Partnership or (ii) collective bargaining agreements or other labor union contracts applicable to persons employed by the Companies or the Partnership.

(b) Except to the extent set forth in Schedule 3.1.15 hereto, each of the Companies and the Partnership, to the knowledge of the Seller, is in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours.

3.1.16      No Consent.

Except as set forth in this Agreement or the Schedules attached hereto and made a part hereof, to the knowledge of the Seller no consent, approval, authorization order, filing, registration or qualification of or with any court, governmental authority or third person is required to be made or obtained by the Seller in connection with the execution and delivery of this Agreement by the Seller or the consummation by the Seller of the transactions contemplated hereby.

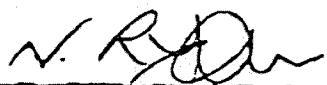
3.1.17      Employee Benefit Plans; Employment Agreements.

(a) Schedule 3.1.17 attached hereto and made a part hereof sets forth a complete and correct list of all employee contracts and "employee welfare benefit" or "employee pension benefit" plans relating to the Companies or the Partnership, as such plans are defined in Sections 3(1) and 3(2), respectively, of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (collectively, the "Plans"), which Schedule includes, without limitation, all collective bargaining, employment, compensation, pension, retirement, separation, vacation, sickness, insurance, welfare, workers' compensation, profit sharing and bonus plans and agreements, under which the Companies or the Partnership, with respect to any employee, former employee or director of the Companies or the

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed and delivered this Agreement as of the day and year first above written.

Seller:

Babcock Holdings (USA), Inc.

By:   
Name: NIGEL ROBERT YOUNG  
Title: DIRECTOR

Purchaser:

Earth Tech, Inc.

By: \_\_\_\_\_  
Name: Diane C. Creel  
Title: President and CEO



IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed and delivered this Agreement as of the day and year first above written.

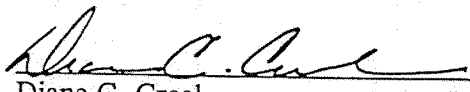
Seller:

Babcock Holdings (USA), Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Purchaser:

Earth Tech, Inc.

By:   
Name: Diane C. Creel  
Title: President and CEO

**Schedule 3.1.14**  
**Intellectual Property Rights**

1. The Intellectual Property Rights owned by the Companies or the Partnership are those interests acquired by the Partnership pursuant to the Contribution Agreement dated as of November 16, 1994 among Transenviro, Inc., Babcock-Transenviro, L.P., Innovative Environmental Services, Ltd. and Innovative Environmental Systems (International), Inc. in the Proprietary Rights defined in Section 1.1(a) thereto (including by reference to Schedule 1.1(a) thereto) and in the Proprietary Information defined in Section 1.1(b) thereto. A copy of the said Schedule 1.1(a) is attached to this Schedule 3.1.14. An application by the Partnership to register the CASS trade mark in the United Kingdom also exists and a copy is attached to this Schedule 3.1.14. No attempt has been made to amend any of the Companies or the Partnership's records, or any governmental or third party records, concerning the Intellectual Property Rights to reflect the Partnership's change of name to its current name.
2. Mervyn Goronszy has made claims that he is the owner of or has rights in the CASS process which ownership interest and/or rights are superior to any rights to the CASS process owned or asserted by the Companies or the Partnership. Mr. Goronszy and others may have taken and may take actions inconsistent with the Partnership's Intellectual Property Rights, including without limitation projects in Canada and Australia where he may have used designs that infringe upon the Intellectual Property Rights, and the project in China referred to in paragraph 4 of Schedule 3.1.7 hereto.
3. License Agreement dated April 1, 1994 between Transenviro, Inc. and Environmental Solutions International Ltd. relating to the use of the CASS Technology and Transenviro, Inc.'s trademarks in Australia, New Zealand and several other countries. Environmental Solutions International Ltd. has claimed that it owes no obligations to the Partnership or the Companies in connection with this Agreement.
4. License and Service Lease Agreement dated November 16, 1994 between Babcock-Transenviro, L.P. and Transenviro, Inc. relating to the licensing of certain rights and obtaining the services of certain personnel necessary to conduct the retained business of Transenviro, Inc.
5. Patent Security Agreement dated September 19, 1994 between Babcock King-Wilkinson Limited and Transenviro, Inc.; Assignment of Patent Security Agreement dated November 15, 1994 by and among Babcock King-Wilkinson Limited, Babcock King-Wilkinson, Inc., and Transenviro, Inc.; Amended and Restated Patent Security Agreement dated November 16, 1994 executed by Babcock-Transenviro, L.P. and acknowledged by Babcock King-Wilkinson, Inc.
6. Trademark Security Agreement dated September 19, 1994 between Babcock King-Wilkinson Limited and Transenviro, Inc., Assignment of Trademark Security Agreement dated

November 15, 1994 by and among Babcock King-Wilkinson Limited, Babcock King-Wilkinson, Inc. and Transenviro, Inc.; Amended and Restated Patent Security Agreement dated November 16, 1994 executed by Babcock-Transenviro, L.P. and acknowledged by Babcock King-Wilkinson, Inc.

7. Security Agreement dated September 19, 1994 between Babcock King-Wilkinson Limited and Transenviro, Inc.; Assignment, Assumption and Consent Agreement dated November 16, 1994 by and among Babcock King-Wilkinson Limited, Babcock King-Wilkinson, Inc. and Transenviro, Inc.; Amended and Restated Security Agreement dated November 16, 1994 among Babcock-Transenviro, L.P., Transenviro, Inc. and Babcock King-Wilkinson, Inc.

SCHEDULE 1.1(a)

Listing of Proprietary Rights

Patents

1. U.S. Patent No. 5013441 issued 05/07/91
2. U.S. Patent No. 4891128 issued 10/02/90
3. U.S. Patent No. 4663044 issued 05/05/87
4. U.S. Patent No. 4693821 issued 09/15/87
5. Canadian Patent No. 1295058 issued 01/28/92

Trademarks

1. U.S. registered trademark "CASS™", serial number: 73/579467  
dated: 02/28/94
2. U.S. registered trademark "RRC™", serial number: 74/451746  
dated: 10/28/93
3. "VARI-SKIM"

Copyrights

All documentation relating to the CASS™ system issued by Transenviro, Inc. including but not limited to operating manuals, sales documentation, information sheets, lecture notes, etc.

All documentation relating to the CASS™ process.

All software developed by or on behalf of Transenviro in respect of the design and operation of CASS™ plants.