

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
Envirogen, Inc.		09/18/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Basin Water, Inc.		
Street Address:	9302 Pittsburgh Avenue		
Internal Address:	Suite 210		
City:	Rancho Cucamonga		
State/Country:	CALIFORNIA		
Postal Code:	91730		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1561554	ENVIROGEN	
Registration Number:	1542956		
Registration Number:	1562729	ENVIROGEN	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 2:	Suite 3900		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	010968.00005		
NAME OF SUBMITTER:	Becky L. Troutman		

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TRADEMARK
REEL: 004013 FRAME: 0096

Signature:	/Becky L. Troutman/
Date:	06/29/2009
Total Attachments: 6 source=Envirogen-Basin Water-Assignment#page1.tif source=Envirogen-Basin Water-Assignment#page2.tif source=Envirogen-Basin Water-Assignment#page3.tif source=Envirogen-Basin Water-Assignment#page4.tif source=Envirogen-Basin Water-Assignment#page5.tif source=Envirogen-Basin Water-Assignment#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 18, 2008 by and between Envirogen, Inc., a Delaware corporation (the "Assignor"), and Basin Water, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor, Shaw Environmental & Infrastructure, Inc., Shaw Environmental, Inc., and Assignee have entered into an Asset Purchase Agreement dated as of September 18, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee certain assets relating to the intellectual property of the Business (as defined in the Purchase Agreement), including without limitation: (a) the trademarks and trade names and United States trademark registrations and applications therefor and the common law trademarks and tradenames identified and set forth on Schedule A (the "Marks"); and (b) the goodwill of the Business associated with the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the Business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the Business associated with the Marks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives; all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks, including without limitation damages and claims for past or future infringements, dilution, misappropriation and any other violations of the Marks; and all rights of Assignor to sue for past, present and future infringements or misappropriation of the Marks.

Notwithstanding anything contained in this agreement to the contrary, Assignor makes no representations or warranties with respect to past use of such Marks, Assignor's ability to obtain registrations for such Marks, or Assignor's ability to enforce any rights associated with the Marks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation), at Assignee's reasonable request and at Assignee's expense (including Assignor's reasonable attorneys fees): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks

assigned hereby; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

Assignor consents to Assignee's request that the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the Marks.

This Assignment shall be effective as of the close of business on the Closing Date.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

To the extent any provision herein is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[signature pages follow]

IN TESTIMONY WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first set forth above.

ENVIROGEN, INC.

By: *Melinda D. Jarrell*

Name: MELINDA D. JARRELL

Title: SR. V.P. Technology + Ventures

State of LOUISIANA)
 EAST) SS
County of Barataria)

On this 12 day of September 2008, before me, Ramona Green, the undersigned Notary Public, personally appeared Melinda Jarrell personally known to me OR _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


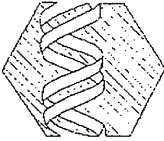

Ramona Green
Notary's Signature
LA 22401

Schedule A

[See Attached.]

Trademarks and Potential Common Law Marks

1. The following are federally registered trademarks used solely in connection with the Business:

US Reg. No.	Mark
1,561,554	
1,542,956	
1,562,729	

2. The following are marks used solely in connection with the Business in which Sellers may have common law rights:
- a. ENVIROGEN (not stylized)
 - b. CLEAN IN PLACE
 - c. ENVIROFIL
 - d. VAMFIL
 - e. SCORFIL
 - f. FLEXFIL
 - g. PACFIL
 - h. BIOCEL
 - i. RENOVAIR