

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement

CONVEYING PARTY DATA

| Name                                                      | Execution Date |
|-----------------------------------------------------------|----------------|
| American Home Laboratories, Inc.                          | 12/29/2006     |
| TestAmerica Analytical Testing Corp.                      | 12/29/2006     |
| TestAmerica Air Emission Corp.                            | 12/29/2006     |
| TestAmerica Environmental Microbiology Laboratories, Inc. | 12/29/2006     |
| Severn Trent Laboratories, Inc.                           | 12/29/2006     |
| En Novative Technologies, Inc.                            | 12/29/2006     |
| P&K Microbiology Services, Inc.                           | 12/29/2006     |
| Q.E.D. Environmental Systems, Inc.                        | 12/29/2006     |
| Aerotech Laboratories, Inc.                               | 12/29/2006     |

RECEIVING PARTY DATA

|                   |                                           |
|-------------------|-------------------------------------------|
| Name:             | American Capital Financial Services, Inc. |
| Street Address:   | 2 Bethesda Metro Center                   |
| Internal Address: | 14th Floor                                |
| City:             | Bethesda                                  |
| State/Country:    | MARYLAND                                  |
| Postal Code:      | 20814                                     |

PROPERTY NUMBERS Total: 38

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 6472203 |
| Patent Number: | 5343771 |
| Patent Number: | 5505098 |
| Patent Number: | 5517868 |
| Patent Number: | 5522271 |
| Patent Number: | 5706904 |
| Patent Number: | 5937953 |

PATENT

500203157

REEL: 018711 FRAME: 0655

OP \$1520.00 6472203

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| Patent Number:      | 4585060  |
| Patent Number:      | 5146998  |
| Patent Number:      | 4998585  |
| Patent Number:      | 5147184  |
| Patent Number:      | 5141404  |
| Patent Number:      | 5147185  |
| Patent Number:      | 5261348  |
| Patent Number:      | 5358037  |
| Patent Number:      | 5495890  |
| Patent Number:      | 5549157  |
| Patent Number:      | 6508310  |
| Patent Number:      | 6039546  |
| Patent Number:      | 6415659  |
| Patent Number:      | 6456201  |
| Patent Number:      | 4761225  |
| Patent Number:      | 5004405  |
| Patent Number:      | 5470206  |
| Patent Number:      | 5487647  |
| Patent Number:      | 6027314  |
| Patent Number:      | 5474685  |
| Patent Number:      | 5461272  |
| Patent Number:      | 5704772  |
| Patent Number:      | 5794656  |
| Patent Number:      | 5944490  |
| Patent Number:      | 6095759  |
| Patent Number:      | 5971715  |
| Patent Number:      | 6045336  |
| Application Number: | 11091912 |
| Application Number: | 11166682 |
| Application Number: | 10456800 |
| Application Number: | 11042996 |

# CORRESPONDENCE DATA

Fax Number: (214)758-1550

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 214/758-3552  
Email: dcollins@pattonboggs.com  
Correspondent Name: Darren W. Collins  
Address Line 1: 2001 Ross Avenue  
Address Line 2: Suite 3000  
Address Line 4: Dallas, TEXAS 75201

|                         |             |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 011107.0246 |
|-------------------------|-------------|

|                    |                   |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Darren W. Collins |
|--------------------|-------------------|

**Total Attachments: 24**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of December 29, 2006 by and among American Home Laboratories, Inc., a California corporation, TestAmerica Analytical Testing Corp., a Delaware corporation, TestAmerica Air Emission Corp., a Delaware corporation, TestAmerica Environmental Microbiology Laboratories, Inc., a California corporation, Severn Trent Laboratories, Inc., a Delaware corporation, En Novative Technologies, Inc., a Delaware corporation, P&K Microbiology Services, Inc., a Delaware corporation, Q.E.D. Environmental Systems, Inc., a Michigan corporation, and Aerotech Laboratories, Inc., an Arizona corporation (individually and collectively, the "Grantor") in favor of American Capital Financial Services, Inc., a Delaware corporation, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among TestAmerica Environmental Services LLC a Delaware limited liability company ("Parent"), Aerotech Holdings, Inc., a Delaware corporation ("Aerotech"), American Home Laboratories, Inc., a California corporation ("AH"), TestAmerica Holdings, Inc., a Delaware corporation ("TAH" and, together with Parent, AH and Aerotech, each a "Guarantor" and collectively the "Guarantors"), TestAmerica Analytical Testing Corp., a Delaware corporation, TestAmerica Air Emission Corp., a Delaware corporation, TestAmerica Drilling Corp., a Delaware corporation, TestAmerica Environmental Microbiology Laboratory, Inc., a California corporation, SEQ Corp., a Delaware corporation, Severn Trent Laboratories, Inc., a Delaware corporation, En Novative Technologies, Inc., a Delaware corporation, P&K Microbiology Services, Inc., a Delaware corporation, Q.E.D. Environmental Systems, Inc., a Michigan corporation and Aerotech Laboratories, Inc., an Arizona corporation (each a "Borrower" and collectively the "Borrowers" and, together with Guarantors, each a "Loan Party" and collectively the "Loan Parties"), Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, among other things, subject to the terms and conditions set forth therein, to make loans and other credit accommodations to the Borrowers (collectively, the "Loans");

**WHEREAS**, the Grantor will derive substantial direct and indirect benefit from the making of the Loans and providing of other financial accommodations by the Lenders under the Credit Agreement to the Borrowers; and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that the Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set

forth therein, to make the Loans pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Obligations under the Loans and the performance of all and each of the Grantor's Obligations under the Credit Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP Collateral"):

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademarks");

(c) The domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(d) The U.S. and foreign copyrights and copyright applications set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Copyrights");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and the Commissioner of Copyrights (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this

IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may, in its reasonable credit judgment, deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantor's obligations under the Credit Agreement (the "Obligations") (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties hereto, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents, Trademarks and Copyrights. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every quarter, a schedule of newly registered Patents, Trademarks and Copyrights (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Transaction Documents, the provisions of the Credit Agreement or the other Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

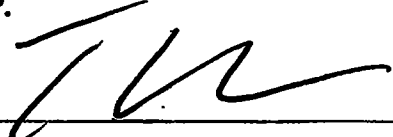
**AMERICAN HOME LABORATORIES, INC.**

By: 

Name:

Title:

**TESTAMERICA ANALYTICAL TESTING CORP.**

By: 

Name:

Title:

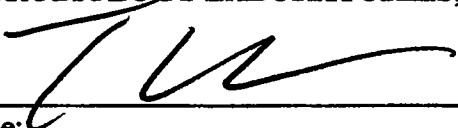
**TESTAMERICA AIR EMISSION CORP.**

By: 

Name:

Title:

**TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORIES, INC.**

By: 

Name:

Title:

**SEVERN TRENT LABORATORIES, INC.**

By: 

Name:

Title:



**EN NOVATIVE TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name:

Title:

**P&K MICROBIOLOGY SERVICES, INC.**

By: \_\_\_\_\_

Name:

Title:

**Q.E.D. ENVIRONMENTAL SYSTEMS, INC.**

By: \_\_\_\_\_

Name:

Title:

**AEROTECH LABORATORIES, INC.**

By: \_\_\_\_\_

Name:

Title:

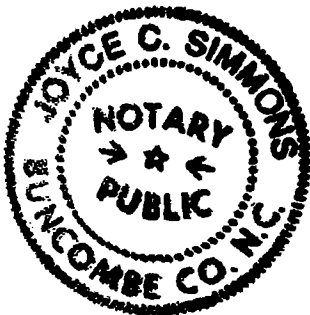
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of American Home Laboratories, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons  
Notary Public  
My Commission Expires: March 22, 2009

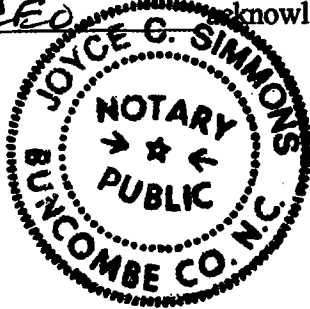
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Burr to me known personally, who, being by me duly sworn, did say that he is the CEO of TestAmerica Analytical Testing Corp., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce G. Simmons  
Notary Public  
My Commission Expires: March 22, 2009

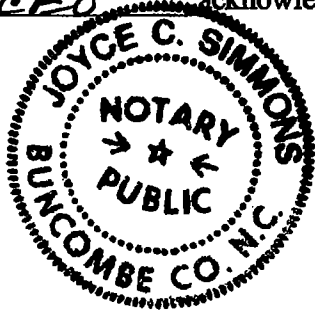
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of TestAmerica Air Emission Corp., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons  
Notary Public  
My Commission Expires: March 22, 2009

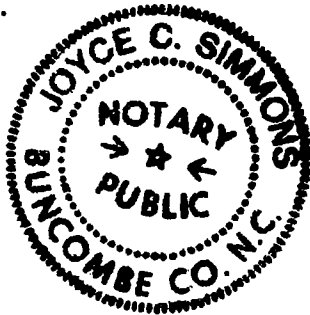
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas E. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of TestAmerica Environmental Microbiology Laboratories, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons  
Notary Public  
My Commission Expires: March 22, 2009

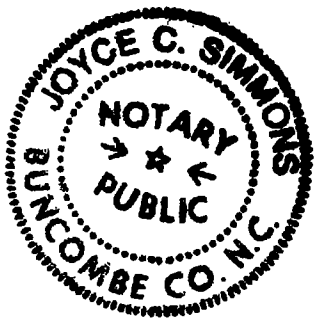
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of Severn Trent Laboratories, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons  
Notary Public  
My Commission Expires: March 22, 2009

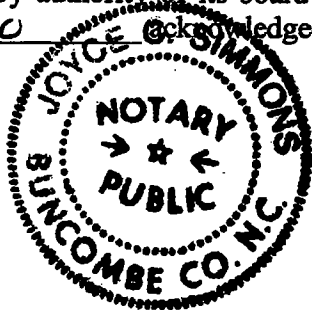
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of En Novative Technologies, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons

Notary Public

My Commission Expires: March 22, 2009

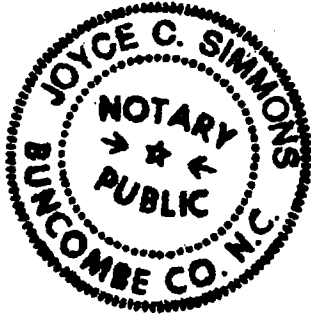
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of P&K Microbiology Services, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons  
Notary Public  
My Commission Expires: March 22, 2009



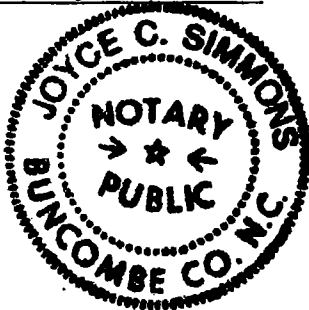
ACKNOWLEDGMENT

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Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas L. Barr to me known personally, who, being by me duly sworn, did say that he is the CEO of Q.E.D. Environmental Systems, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons  
Notary Public  
My Commission Expires: March 22, 2009

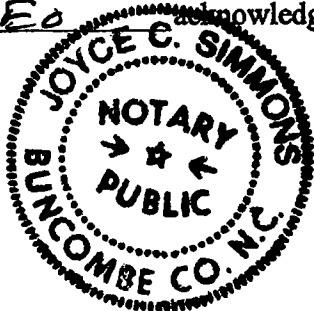
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Buncombe :

Before me, the undersigned, a Notary Public, on this 23 day of December, 2006, personally appeared Thomas R. Barro me known personally, who, being by me duly sworn, did say that he is the CEO of Aerotech Laboratories, Inc., a Grantor hereunder, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or other governing body or entity, and the said CEO acknowledged said instrument to be his free act and deed.



Joyce C. Simmons  
Notary Public  
My Commission Expires: March 22, 2009

**SCHEDULE A**  
**PATENT COLLATERAL**

Registered Patents

| <u>U.S. Patent #</u> | <u>Title</u>                                                             | <u>Date Issued</u> | <u>Date of Expiration</u> |
|----------------------|--------------------------------------------------------------------------|--------------------|---------------------------|
| 6472203              | Combination Air Sampling Cassette and Nutrient Media Dish                | 10/29/02           | 11/1/2020                 |
| 5343771              | Tool for Sampling Soil Containing Volatile Organic Compound              | 9/6/94             | 7/20/2012                 |
| 5505098              | Soil Sampling Containment Cartridge Handle                               | 4/9/96             | 2/21/2015                 |
| 5517868              | Method for Obtaining a Soil Sample                                       | 5/21/96            | 5/26/2015                 |
| 5522271              | Tool and Method for Soil Sampling                                        | 6/4/96             | 7/21/2015                 |
| 5706904              | Soil Sampling Tool with Volume-Indicating Feature                        | 1/13/98            | 7/24/2016                 |
| 5937953              | Soil Sampling Tool with Unique Vent-and-Soil Features and Related Method | 8/17/99            | 7/31/2016                 |
| 4585060              | Fluid Sampling Apparatus                                                 | 4/29/1986          | 2/28/2003                 |
| 5146998              | Apparatus and Method for Underground Fluid Sampling System               | 9/15/1992          | 5/11/2010                 |
| 4998585              | Floating Layer Recovery Apparatus                                        | 3/12/1991          | 11/14/2009                |
| 5147184              | Floating Layer Recovery Apparatus                                        | 9/15/1992          | 11/14/2009                |
| 5141404              | Pump Apparatus                                                           | 8/25/1992          | 6/25/2010                 |
| 5147185              | Pump Apparatus for Fluid Sampling and Collection and the Like            | 9/15/1992          | 5/14/2010                 |
| 5261348              | Flow-Through Cell with Diverter Circuit                                  | 11/16/1993         | 9/8/2012                  |
| 5358037              | Float Operated Pneumatic Pump                                            | 10/25/1994         | 3/29/2013                 |
| 5495890              | Float Operated Pneumatic Pump                                            | 3/5/1996           | 3/29/2013                 |
| 5549157              | Electronic Counter with Pump-Mounted Sensor for Cycle Indication         | 8/27/1996          | 8/27/2013                 |
| 6508310              | Bladder-Type Sampling Pump Controller                                    | 1/21/2003          | 7/27/2010                 |
| 6039546              | Pneumatic Pump to Separate Hydrocarbons from Water                       | 3/21/2000          | 9/27/2016                 |

|         |                                                                                             |            |            |
|---------|---------------------------------------------------------------------------------------------|------------|------------|
| 6415659 | Method for Analyzing Purge Water                                                            | 7/9/2002   | 9/13/2020  |
| 6456201 | Method and Apparatus for Measuring Groundwater Levels                                       | 9/24/2002  | 9/13/2020  |
| 4761225 | Apparatus for Controlling the Removal of Liquid Hydrocarbons from Groundwater               | 8/2/1988   | 8/18/2006  |
| 5004405 | Pneumatically Powered Submersible Fluids Pump with Integrated Controls                      | 4/2/1991   | 8/2/2009   |
| 5470206 | Pneumatically Powered Submersible Fluids Pump with Casing Activator                         | 11/28/1995 | 10/19/2014 |
| 5487647 | Pneumatically Powered Submersible Fluids Pump with Casing Activator and Biasing Means       | 1/30/1996  | 10/19/2014 |
| 6027314 | Pneumatically Powered Submersible Fluids Pump with Casing Activator                         | 2/22/2000  | 2/22/2017  |
| 5474685 | Apparatus and Method for Detecting and Recovering Immiscible Liquids of Different Densities | 12/12/1995 | 2/14/2014  |
| 5461272 | Enhanced Lever Mechanism for Controllerless Pneumatic Pump                                  | 6/24/1997  | 12/22/2015 |
| 5704772 | Controllerless Resilient Bladder Pump for Reduced Diameter Casing with Long Cycle           | 1/6/1998   | 11/8/2015  |
| 5794656 | Ball Check Valve with Offset Open Ball Movement                                             | 8/18/1998  | 4/17/2016  |
| 5944490 | Pneumatically Operated Submersible Pump with Float Control                                  | 8/31/1999  | 11/12/2016 |
| 6095759 | Submersible Pump Having Float Actuated Valve                                                | 8/1/2000   | 11/12/2016 |
| 5971715 | Pneumatic Pump Having Radial Ball Check Valve Array                                         | 10/26/1999 | 4/25/2017  |
| 6045336 | Pump and Valve for Leachate Extraction of Heavier than Water                                | 4/4/2000   | 4/28/2018  |

|  |        |  |  |
|--|--------|--|--|
|  | Fluids |  |  |
|--|--------|--|--|

Pending Patent Applications

| U.S. Application # | Title                                                             | Application Date |
|--------------------|-------------------------------------------------------------------|------------------|
| 11/091912          | Device for Detecting Water in Product-Only Pump Flow Stream       | 3/28/2005        |
| 11/166682          | Piston Pump                                                       | 6/24/2005        |
| 10/456,800         | ACCUCORE product*                                                 | 6/6/2003         |
| 11/042,996         | Soil Sampling System and Material that Allow Headspace Screening* | 1/24/2005        |

\* This patent application is made by En Novative Technologies, Inc. and KEJR (Geoprobe) as joint inventors.

## SCHEDULE B

### TRADEMARK COLLATERAL

#### Registered Trademarks

| <u>Number</u> | <u>Description</u>                         | <u>Registration Date</u> | <u>Jurisdiction</u> |
|---------------|--------------------------------------------|--------------------------|---------------------|
| 2468926       | TESTAMERICA                                | 7/17/01                  | U.S.                |
| 2420901       | TESTAMERICA                                | 1/16/01                  | U.S.                |
| 1712557       | METCO ENVIRONMENTAL                        | 9/1/92                   | U.S.                |
| 1712375       | METCO ENVIRONMENTAL                        | 9/1/92                   | U.S.                |
| 2758650       | Mold Detective                             | 9/2/03                   | U.S.                |
| 2752584       | AEROC D                                    | 8/19/03                  | U.S.                |
| 2642602       | G & S Environmental                        | 10/29/02                 | U.S.                |
| 2690295       | BTOX Analytical Laboratories               | 2/25/03                  | U.S.                |
| 2205262       | EN CORE                                    | 11/24/98                 | U.S.                |
| 2511001       | TERRA CORE                                 | 11/20/01                 | U.S.                |
| 3088047       | ACCUCORE                                   | 11/16/04                 | U.S.                |
| 1811990       | ESS & Design                               | 12/21/93                 | U.S.                |
| 1808978       | PREPRESERVED                               | 12/7/93                  | U.S.                |
| 1326593       | WELL WIZARD                                | 03/26/1985               | U.S.                |
| 1340332       | PURGE MIZER                                | 06/11/1985               | U.S.                |
| 1353799       | SAMPLEPRO                                  | 8/13/1985                | U.S.                |
| 1536187       | HYDRO-PUNCH                                | 4/25/1989                | U.S.                |
| 1586274       | PULSE PUMP                                 | 03/06/1990               | U.S.                |
| 1970899       | GROUND WATER EXPRESS                       | 4/30/1996                | U.S.                |
| 1733998       | QUICK FILTER                               | 11/17/1992               | U.S.                |
| 1842294       | PURGE SAVER                                | 06/28/1994               | U.S.                |
| 1933419       | MICRO PURGE                                | 11/7/1995                | U.S.                |
| 2102638       | E-Z TRAY                                   | 10/7/1997                | U.S.                |
| 2085423       | E-Z STACKER                                | 8/5/1997                 | U.S.                |
| 2055061       | FERRET                                     | 4/22/1997                | U.S.                |
| 2597090       | HAMMERHEAD                                 | 7/23/2002                | U.S.                |
| 3094817       | RETRIEVER                                  | 05/23/2006               | U.S.                |
| 2047057       | GENIE                                      | 03/25/1997               | U.S.                |
| 1968273       | Design Mark                                | 4/16/1996                | U.S.                |
| 1872234       | AUTO PUMP                                  | 1/10/1995                | U.S.                |
| 1898576       | AP                                         | 6/13/1995                | U.S.                |
| 2090183       | CLEAN ENVIRONMENT EQUIPMENT                | 08/19/1997               | U.S.                |
| 1892052       | SOS                                        | 05/02/1995               | U.S.                |
| 2930202       | STL & Design                               | 03/08/2005               | U.S.                |
| 2950572       | LEADERS IN ENVIRONMENTAL TESTING           | 05/10/2005               | U.S.                |
| 2982314       | THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS | 08/02/2005               | U.S.                |
| 2685825       | AEROTECH LABORATORIES, INC.                | 02/11/2003               | U.S.                |
| 2571479       | AEROTECH6                                  | 05/21/2002               | U.S.                |
| 2666092       | AEROTECH KALMAR Logo                       | 12/24/2002               | U.S.                |
| 2662645       | AEROTECH MONITOR                           | 12/17/2002               | U.S.                |
| 2752584       | AERO CD                                    | 08/19/2003               | U.S.                |
| 2839936       | AEROLIMS                                   | 1/13/2004                | U.S.                |

|         |                                       |            |         |
|---------|---------------------------------------|------------|---------|
| 2804669 | AFROVAC                               | 06/06/2003 | U.S.    |
| 2642602 | BTOX logo                             | 10/29/2002 | U.S.    |
| 2690295 | BTOX ANALYTICAL LABORATORIES          | 2/25/2003  | U.S.    |
| 2758650 | MOLD DETECTIVE                        | 09/02/2003 | U.S.    |
| 2360908 | WALLCHEK                              | 06/20/2000 | U.S.    |
| 258738  | WWW.AEROTECHLABS.COM                  | 11/15/2001 | Arizona |
| 46944   | PAL PRECISION ANALYTICAL LABORATORIES | 01/13/2003 | Arizona |
| 45528   | 'B' Logo Inside of Biohazard Symbol   | 11/15/2001 | Arizona |
| 2419460 | SAMPLEASE                             | 1/9/2001   | U.S.    |
| 2909617 | AEROCHEKED                            | 12/14/2004 | U.S.    |
| 2681024 | PAL                                   | 1/28/2003  | U.S.    |
| 3151425 | IRON HORSE                            | 10/3/2006  | U.S.    |

Pending Trademark Applications

| <u>Number</u> | <u>Description</u>                                | <u>Application Date</u> | <u>Jurisdiction</u> |
|---------------|---------------------------------------------------|-------------------------|---------------------|
| 78/457437     | EMLab                                             | 7/27/04                 | U.S.                |
| 78/805051     | MOLDSCORE                                         | 2/2/2006                | U.S.                |
| 76/457316     | Mold Detective                                    | 10/7/02                 | U.S.                |
| 78/871935     | GROUND WATER EXPRESS                              | 04/28/2006              | U.S.                |
| 78/442175     | PURGE SAVER                                       | 06/28/2004              | U.S.                |
| 76/640437     | WATER-TO-WEB                                      | 06/07/2005              | U.S.                |
| 78/862700     | Design Mark                                       | 4/17/2006               | U.S.                |
| 76/544311     | STL SEVERN TRENT P & K MICROBIOLOGY SERVICES, INC | 09/11/2003              | U.S.                |
| 76/501422     | AEROCHECKED Logo                                  | 03/28/2003              | U.S.                |
| 76/633967     | AEROTECH P&K                                      | 03/22/2005              | U.S.                |
| 76/633968     | AEROTECH P&K Design                               | 3/22/2005               | U.S.                |
| 76/636014     | STL                                               | 4/14/2005               | U.S.                |
| 78/937959     | 10 MINUTE MOLD TEST                               | 7/26/2006               | U.S.                |
| 78973160      | Stylized E                                        | 9/13/2006               | U.S.                |



## SCHEDULE C

### DOMAIN NAMES

| <u>Domain Name</u>               | <u>Expiration Date</u> |
|----------------------------------|------------------------|
| qedenv.com                       | 1/20/2015              |
| pnkmicrobiology.com              | 3/18/2007              |
| aerotechpk.com                   | 4/15/2012              |
| aeroenvirolabs.com               | 5/7/2010               |
| landfills.com                    | 6/13/2015              |
| essvial.com                      | 6/24/2009              |
| moldtestinfo.com                 | 8/4/2012               |
| aerotechtraining.com             | 10/15/2006             |
| mehrc.com                        | 11/18/2006             |
| mehrc.org                        | 11/18/2006             |
| remediationpumps.com             | 12/7/2006              |
| landfillpump.com                 | 12/7/2006              |
| leachate-pumps.com               | 12/7/2006              |
| dnaplumps.com                    | 12/7/2006              |
| lnaplumps.com                    | 12/7/2006              |
| condensate-pumps.com             | 12/7/2006              |
| acil-mdl.org                     | 3/20/2007              |
| low-flow.com                     | 5/19/2007              |
| low-flowsampling.com             | 5/19/2007              |
| watertoweb.com                   | 8/7/2007               |
| water-to-web.com                 | 8/7/2007               |
| water-level.com                  | 8/8/2007               |
| water2web.com                    | 10/31/2007             |
| aerotechlabs.com                 | 4/30/2008              |
| cee.com                          | 5/26/2008              |
| stlworldwide.com                 | 6/7/2009               |
| stl-worldwide.com                | 6/7/2009               |
| stl-inc.com                      | 7/30/2010              |
| micropurge.com                   | 2/12/2015              |
| pumpwizard.info                  | 6/15/2007              |
| submersiblepumpguide.com         | 5/1/2009               |
| submersiblepumpselection.com     | 5/1/2009               |
| water-now.com                    | 3/28/2008              |
| ennovativetech.com               | 4/8/2009               |
| accucore.com                     | 12/7/2007              |
| www.testamericainc.com           | 1/17/2008              |
| americanhomelabs.com             | 3/29/2009              |
| biocassette.com                  | 1/16/2011              |
| emlab.com                        | 12/16/2010             |
| healthyhometesting.com           | 5/19/2007              |
| moldreport.com                   | 2/11/2009              |
| pureanalytics.com                | 7/16/2007              |
| allergenreport.com               | 8/7/2007               |
| emlab-legionella.com             | 7/21/2007              |
| environmentalmicrobiologylab.com | 9/21/2007              |
| professormold.com                | 9/21/2007              |

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|----------------------------|-----------|
| toxicmoldprotectionact.com | 9/21/2007 |
|----------------------------|-----------|

**SCHEDULE D**

**COPYRIGHT APPLICATION**

| <b>Title</b>                                | <b>Country</b> | <b>Application<br/>No.<br/>Filing Date</b> | <b>Owner</b>                    |
|---------------------------------------------|----------------|--------------------------------------------|---------------------------------|
| Laboratory Information Management<br>System | U.S.           | 149,738,142<br>10/14/05                    | Severn Trent Laboratories, Inc. |