

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Procorp Tech, LLC	02/22/2007
RECEIVING PARTY DATA	
Name:	Procorp Enterprises, LLC
Street Address:	10200 Innovation Drive
Internal Address:	Suite 500
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53226
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12168247
CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(414)271-6560
Email:	mkeipdocket@michaelbest.com
Correspondent Name:	Michael Best & Friedrich LLP
Address Line 1:	100 East Wisconsin Avenue
Address Line 2:	Suite 3300
Address Line 4:	Milwaukee, WISCONSIN 53202-4108
ATTORNEY DOCKET NUMBER:	023625-9006-02
NAME OF SUBMITTER:	Edward R. Lawson Jr.
Total Attachments: 6 source=A3602196#page1.tif source=A3602196#page2.tif	

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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of February 22, 2007 by and between PROCORP HOLDINGS, INC., a Wisconsin corporation ("Parent"), PROCORP, INC., a Wisconsin corporation ("Sub"), Thomas H. Probst, a resident of Wisconsin ("Thomas") and Henry J. Probst, a Wisconsin resident (together with Thomas, the "Shareholders" and collectively with Parent and Sub, the "Sellers"), and PROCORP ENTERPRISES, LLC, a Delaware limited liability company ("Buyer").

### RECITALS

A. Concurrently with the execution of this Agreement, Buyer and Sellers are entering into a Contribution Agreement (the "Contribution Agreement"), pursuant to which the Sellers are selling to Buyer certain assets in exchange for the consideration set forth therein. All capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Contribution Agreement.

B. Pursuant to the terms of the Contribution Agreement, Sellers are transferring and assigning to Buyer all of their right, title and interest in and to the Contributed Assets, and Buyer is accepting the Contributed Assets and assuming all of the Assumed Liabilities.

C. It is a condition to the parties obligations under the Contribution Agreement that they execute and deliver this Agreement at the Closing.

NOW, THEREFORE, in consideration of the consummation of the transactions contemplated by the Contribution Agreement, and the covenants, promises and representations set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Bill of Sale and Assignment of Assets.** The Sellers hereby sell, transfer, assign, convey and deliver to Buyer all of their right, title and interest in and to the Contributed Assets, free and clear of all Liens, except for the Assumed Liabilities, effective as of the Closing Date.

2. **Assumption of Assumed Liabilities.** In connection with the transfer of the Contributed Assets, Buyer hereby assumes and agrees to discharge and perform when due and payable the Assumed Liabilities, effective as of the Closing Date.

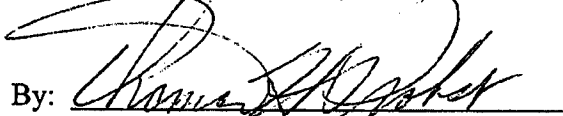
3. **Miscellaneous.** All of the representations, warranties, covenants and agreements contained in the Contribution Agreement with respect to the Contributed Assets being sold, transferred, assigned, conveyed and delivered hereby shall survive the delivery of this Agreement and the Closing of the transactions referred to in the Contribution Agreement, to the extent set forth in the Contribution Agreement. This Agreement is being delivered pursuant to the Contribution Agreement and shall be construed consistently therewith. This Agreement is not intended to, and does not in any manner, enlarge, diminish or modify the rights and obligations of the parties to the Contribution Agreement. This Agreement is to be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws principles. This Agreement may be executed by the parties hereto in two or more

counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

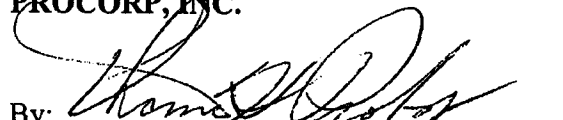
*[Signatures on Following Page]*

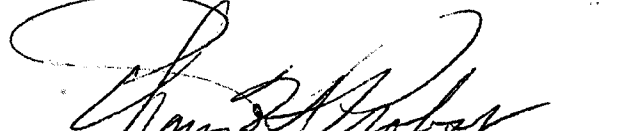
IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be executed as of the date first written above.


**PROCORP HOLDINGS, INC.**

By:   
Name: Thomas H. Probst  
Title: President

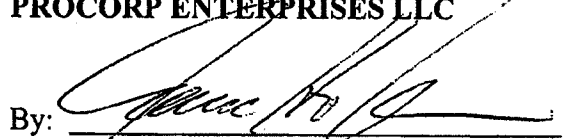
**PROCORP, INC.**

By:   
Name: Thomas H. Probst  
Title: President

  
Thomas H. Probst

  
Henry J. Probst

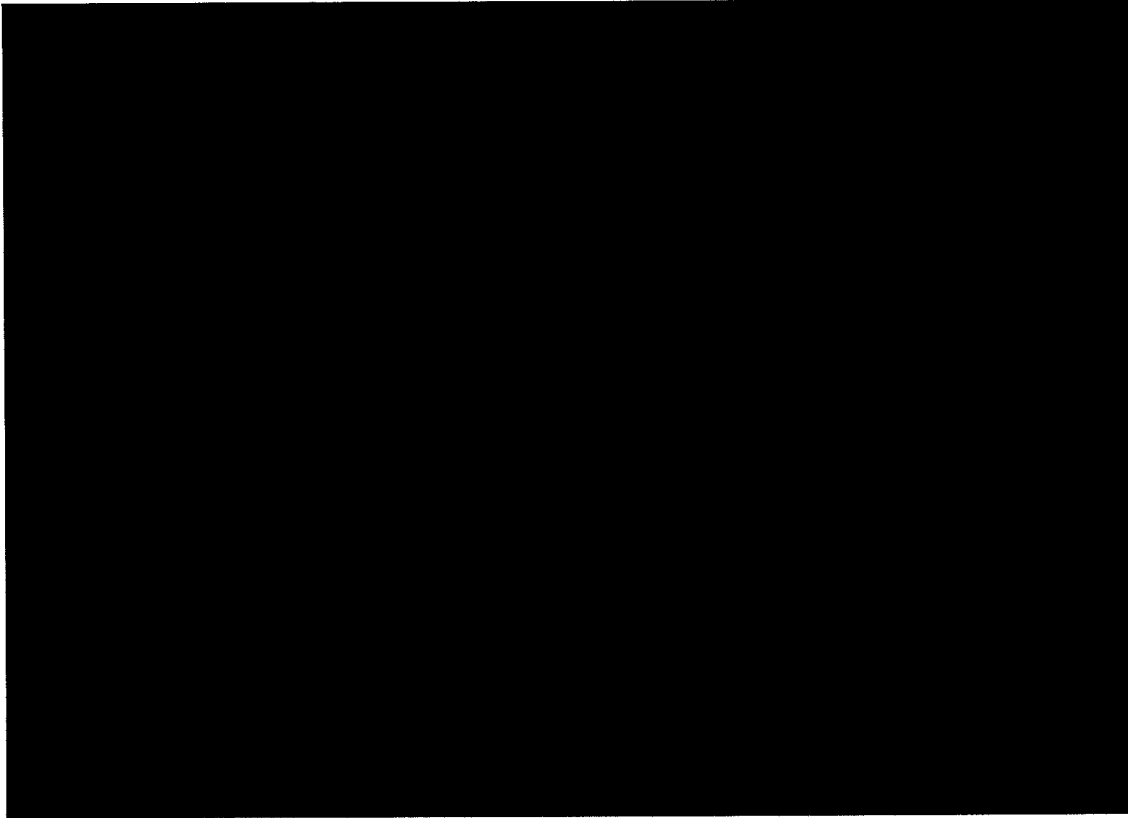
**PROCORP ENTERPRISES LLC**

By:   
Name:  
Title:

## DISCLOSURE SCHEDULE

The following is the Disclosure Schedule to the Contribution Agreement dated as of February 22, 2007 (the "Agreement") by and among Procorp Holding, Inc. ("Parent"), Procorp, Inc. ("Sub"), Thomas H. Probst and Henry J. Probst (collectively, "Shareholders"), and Procorp Enterprises LLC ("Company"). Except as expressly set forth in the Disclosure Schedule, the definitions of the Agreement are incorporated herein by reference. The inclusion of any item on any Schedule attached hereto shall not constitute an admission that a violation, right of termination, default, liability or other obligation of any kind exists with respect to such item, but rather is intended only to qualify certain representations and warranties in the Agreement and to set forth other information required by the Agreement. Also, the inclusion of any matter on any Schedule attached hereto shall not constitute an admission as to its materiality as it relates to any provision of the Agreement.

**ATTACHMENT TO SCHEDULE 3.14(a)**  
**INTELLECTUAL PROPERTY SCHEDULE**



**Patents and Patent Applications**

<b>PATENT (APP) NUMBER and Status</b>	<b>TITLE</b>	<b>ISSUE (FILING) DATE</b>	<b>CURRENT OWNER</b>	<b>COUNTRY</b>
6,488,854 Granted	Activated sludge wastewater treatment system and method	Dec. 3, 2002	Procorp Tech, LLC	U.S.
(PCT/US06/26428) Pending	Floating sequencing batch reactor and method for wastewater treatment	(July 7, 2006)	Procorp Tech, LLC	PCT

PATENT (APP) NUMBER and Status	TITLE	ISSUE (FILING) DATE	CURRENT OWNER	COUNTRY
(11/406,051) Pending	Hydraulically integrated solids/liquid separation system and method for wastewater treatment	(Apr. 18, 2006)	Procorp Tech, LLC	U.S.
(11/482,541) Pending	Floating sequencing batch reactor and method for wastewater treatment	(July 7, 2006)	Procorp Tech, LLC	U.S.

NGEDOCs: 016390.0002:1374126.2