

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock and Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wheelabrator Group, Inc.		01/13/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Axxiom Manufacturing, Inc.		
Street Address:	11927 South Highway 6		
City:	Fresno		
State/Country:	TEXAS		
Postal Code:	77545		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2294134		
Registration Number:	2481373	THOMPSON VALVE	
Registration Number:	2557676	COMBOVALVE	
Registration Number:	2691286	SCHMIDT	
CORRESPONDENCE DATA			
Fax Number:	(617)395-7070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-395-7000		
Email:	awmtrademarks@LL-A.com		
Correspondent Name:	Aaron W. Moore		
Address Line 1:	One Main Street		
Address Line 2:	Lowrie, Lando & Anastasi, LLP		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		
ATTORNEY DOCKET NUMBER:	I2010-4000		
NAME OF SUBMITTER:	Aaron W. Moore		

CH \$115.00 2294134

Signature:	/Aaron W. Moore/
Date:	08/18/2006
<p>Total Attachments: 19</p> <p>source=Axiomm Agreement#page1.tif source=Axiomm Agreement#page2.tif source=Axiomm Agreement#page3.tif source=Axiomm Agreement#page4.tif source=Axiomm Agreement#page5.tif source=Axiomm Agreement#page6.tif source=Axiomm Agreement#page7.tif source=Axiomm Agreement#page8.tif source=Axiomm Agreement#page9.tif source=Axiomm Agreement#page10.tif source=Axiomm Agreement#page11.tif source=Axiomm Agreement#page12.tif source=Axiomm Agreement#page13.tif source=Axiomm Agreement#page14.tif source=Axiomm Agreement#page15.tif source=Axiomm Agreement#page16.tif source=Axiomm Agreement#page17.tif source=Axiomm Agreement#page18.tif source=Axiomm Agreement#page19.tif</p>	

STOCK AND ASSET PURCHASE AGREEMENT

between:

WHEELABRATOR GROUP, INC.,
a Delaware corporation;

and

AXXIOM MANUFACTURING, INC.,
a North Carolina corporation

Dated as of January 13, 2006

STOCK AND ASSET PURCHASE AGREEMENT

This Stock and Asset Purchase Agreement (the "Agreement") is entered into as of January 13, 2006 (the "Effective Date"), by and between Wheelabrator Group, Inc., a Delaware corporation ("Seller"), and Axxiom Manufacturing, Inc., a North Carolina corporation ("Purchaser"). Purchaser and Seller may be referred to herein individually as a "Party" or, collectively, as the "Parties."

RECITALS

- A. Seller currently owns 83,000 shares of the Common Stock of Purchaser (the "Stock").
- B. Seller currently owns certain intellectual property rights and related rights and assets used in or useful for the manufacture, sale and use of airblast equipment branded with the Schmidt name and/or incorporating valves branded with the Thompson name for the products listed on Exhibit A (the "Products").
- C. Seller wishes to sell to Purchaser, and Purchaser wishes to acquire from Seller, the Stock and the Assets (as defined below) on the terms set forth in this Agreement.

AGREEMENT

Purchaser and Seller, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE OF STOCK AND ASSETS; RELATED AGREEMENTS

1.1 Stock and Assets. Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, transfers, conveys, assigns, grants and delivers to Purchaser, and Purchaser hereby purchases, acquires and receives, the Stock and the Assets. The Parties acknowledge and agree that such sale and conveyance is taking place in the State of Texas. For purposes of this Agreement, "Assets" shall mean all of Seller's right, title and interest in and to all of the following properties, assets and rights that are used or held in connection with, or necessary for, the manufacture, sale and use of the Products:

(a) Intellectual Property.

(i) **Patent Rights.** (1) All patents and patent applications listed on Exhibit B-1; (2) all continuations, continuations-in-part, divisions, provisional, nonprovisional and substitute applications of the foregoing; (3) all patents arising from the foregoing; (4) all reissues, reexaminations, renewals, extensions, or supplemental protection certificates of the foregoing; and (5) all foreign equivalents of the foregoing; (collectively, the "Assigned Patent Rights").

(ii) **Know-How.** All knowledge, data, information, protocols, methods, results, ideas or other intellectual property currently known by Purchaser, in its capacity as "Licensee" under the Existing License Agreement (as hereafter defined in Section 4.2) (the "Assigned Know-How").

(iii) Copyrights and Other Related Proprietary Rights. All copyrights and registrations useful to use or otherwise exploit any works of authorship related to the Products or used in the manufacture, sale or use of the Products (the "Copyrights").

(iv) Trademarks. All trademarks (whether registered, pending, restored or common law), trademark applications, and any related trade dress, logos and similar rights related to the Products or used in the manufacture, sale or use of the Products, including without limitation the trademark registrations and applications listed on Exhibit B-2 (the "Assigned Trademarks").

Seller's ownership interests in the Assigned Patent Rights, Assigned Know-How, Copyrights and Assigned Trademarks and the right to use and exploit the foregoing shall be referred to collectively as the "Assigned Intellectual Property."

(b) Claims. All claims of Seller against third parties for past infringement of the Assigned Patent Rights, Copyrights or Assigned Trademarks, and past misappropriation of the Assigned Know-How.

(c) Books and Records. Copies or originals of all books, records, reports, files, correspondence, and other documentation of Seller relating solely to the Assets.

1.2 No Assumed Liabilities. Without altering Purchaser's obligations under the Indemnity Agreement described in Section 4.1, Purchaser shall not assume any debts, liabilities or obligations of Seller whatsoever, whether relating to the Stock, the Assets, the Products or otherwise arising prior to the date of this Agreement (collectively, the "Excluded Liabilities"). Seller will retain and remain liable for, and will pay, perform and discharge when due, the Excluded Liabilities.

1.3 Purchase Price.

(a) Purchase Price. The Parties agree that the entire consideration for the sale, assignment, conveyance and delivery of the Stock and the Assets to Purchaser and Seller's performance of its obligations under this Agreement and the Transactional Agreements (as defined below) shall be \$840,000 (the "Purchase Price"), to be paid in cash in immediately available funds, by wire transfer to a bank account specified in writing by Seller on the Effective Date.

(b) Inventory Sale Agreement. In addition, on the Effective Date Purchaser shall pay to Seller \$236,862.57 as contemplated in Section 4.1 below, which amount shall not be part of the Purchase Price for the Stock or the Assets.

1.4 Transactional Agreements. On the Effective Date, Purchaser and Seller shall also enter into the Patent Assignment in the form attached hereto as Exhibit C and the Trademark Assignment in the form attached hereto as Exhibit D (such assignments, the "Transactional Agreements").

1.5 Further Action. After the Effective Date, the Parties shall also provide to each other any additional documents reasonably necessary to evidence or effect the transactions

contemplated by this Agreement, including a bill of sale and the original stock certificate representing the Stock and executed stock powers effecting the transfer of the Stock to Purchaser. If, at any time after the Effective Date, any further action shall be necessary on the part of either Party hereto to effect the intentions of the Parties as expressed in this Agreement, as and when requested by a Party and at such Party's expense, each such Party shall take all such further action as may reasonably be necessary to effect such intentions, including without limitation executing and filing at Purchaser's sole cost with the United States Patent and Trademark Office and equivalent foreign entities documents demonstrating the assignment to Purchaser of the Assigned Intellectual Property.

2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants as follows:

2.1 Due Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

2.2 Records. The records of Seller relating to the Stock and the Assets are accurate, up-to-date and complete in all material respects, and have been maintained in accordance with reasonable and prudent business practices.

2.3 Intellectual Property.

(a) All Assigned Intellectual Property shall be transferred by Seller to Purchaser pursuant to this Agreement free and clear of any filed lien, pledge, hypothecation, mortgage, security interest or encumbrance, other than liens granted in favor of Bank of Scotland, which liens shall be released as of the Effective Date by Bank of Scotland pursuant to a partial lien release letter to be delivered on the Effective Date (the "Lien Release Letter").

(b) Seller has not granted to any person or entity (other than Purchaser) any license, right or interest in any Assigned Intellectual Property.

(c) Exhibit B accurately identifies (i) each Assigned Patent Right (whether filed or registered exclusively in the name of Seller, jointly with another person or entity, or otherwise), (ii) the jurisdiction in which such Assigned Patent Right has been registered or filed and the applicable registration or serial number, and (iii) any other person or entity that has an ownership interest in such Assigned Patent Right and the nature of such ownership interest.

(d) No letter or other written or electronic communication or correspondence has been received by Seller from a third party, or sent by Seller to a third party, regarding any actual, alleged, or suspected infringement or misappropriation of any Assigned Intellectual Property.

(e) Exhibit E accurately identifies each filing and action that, as of the Effective Date, must be made or taken on or before the date that is one hundred and twenty (120) days after the Effective Date in order to maintain each item of the Assigned Intellectual Property in full force and effect.

(f) To the knowledge of Seller, no interference, opposition, reissue, reexamination or other any action, suit, litigation, arbitration, proceeding (including without limitation any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation that has been commenced, brought, conducted or heard by or before any governmental body or any arbitrator or arbitration panel (each, a "Proceeding") is pending, or to the knowledge of Seller, threatened, in which the scope, validity or enforceability of any of the Assigned Intellectual Property is being contested or challenged.

(g) To the knowledge of Seller, neither the execution, delivery or performance of this Agreement or any of the Transactional Agreements, nor the consummation of any of the transactions contemplated hereby or thereby will, with or without notice or the lapse of time, result in or give any other person or entity the right to challenge the validity of the transactions contemplated by this Agreement or any of the Transactional Agreements.

2.4 Proceedings; Orders.

(a) There are no Proceedings pending or, to Seller's knowledge, threatened, before any governmental body that could delay or prevent the consummation of the transactions contemplated hereby or by the Transactional Agreements.

(b) To the knowledge of Seller, there is no pending investigation of any governmental body relating to the Stock or the Assets.

2.5 Authority; Binding Nature of Agreements.

(a) Seller has all requisite corporate right, power and authority to enter into and to perform its obligations under this Agreement and each of the Transactional Agreements. The execution, delivery and performance by Seller of this Agreement and the Transactional Agreements have been duly authorized by all necessary action on the part of Seller and its Board of Directors. This Agreement and each of the Transactional Agreements constitutes a legal, valid and binding obligation of Seller that is enforceable against Seller in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

(b) Without limiting the generality of the preceding, Seller represents and warrants that, with respect to the Stock and the Assets, it is the sole and exclusive successor in interest by name change to International Surface Preparation Group, Inc., a Delaware corporation ("ISPG").

2.6 Non-Contravention. Neither the execution, delivery nor performance of, nor actions taken pursuant to, this Agreement or any of the Transactional Agreements will (with or without notice or lapse of time) contravene, conflict with or result in a violation of (a) any of the provisions of Seller's Certificate of Incorporation or bylaws, or (b) any resolution adopted by Seller's Board of Directors (or any committee thereof).

2.7 Stock Title. Except as otherwise set forth herein, Seller has good and marketable title to all of the Stock, free and clear of any lien, pledge, hypothecation, mortgage, security interest, encumbrance, equitable interest, preference, right of possession, lease, tenancy, license, proxy, covenant, order of any governmental body, option, right of first refusal or preemptive right, or otherwise (collectively, "Encumbrances"), except for (a) Encumbrances created by actions or inactions on the part of Purchaser, if any, in connection with the previous transfer of the Stock from Purchaser to an affiliate of Seller (the "Existing Encumbrances"), and (b) Encumbrances to be released pursuant to the Lien Release Letter. At the Closing, Seller will transfer to Purchaser all right, title and interest in and to the Stock, free and clear of all Encumbrances, other than the Existing Encumbrances.

2.8 Solvency. Seller has not, at any time, (a) made a general assignment for the benefit of creditors, (b) filed, or had filed against it, any bankruptcy petition or similar filing, (c) suffered the attachment or other judicial seizure of all or a substantial portion of its assets, (e) admitted in writing its inability to pay its debts as they become due, (d) been convicted of, or pleaded guilty or no contest to, any felony, or (f) taken or been the subject of any action that may have an adverse effect on its ability to comply with or perform any of its covenants or material obligations under this Agreement or any of the Transactional Agreements.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants as follows:

3.1 Due Organization. Purchaser is a corporation duly organized under the laws of the State of North Carolina.

3.2 Proceedings; Orders. There is no pending proceeding against Purchaser, and to the knowledge of Purchaser, no person or entity has threatened by written notice to commence any Proceeding that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated hereby or by the Transactional Agreements.

3.3 Authority; Binding Nature of Agreement. Purchaser has all requisite corporate right, power and authority to enter into and perform its obligations under this Agreement and each of the Transactional Agreements. The execution, delivery and performance by Purchaser of this Agreement and of the Transactional Agreements have been duly authorized by all necessary action on the part of Purchaser and its Board of Directors and stockholders. This Agreement and each of the Transactional Agreements constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies.

3.4 Non-Contravention. Neither the execution, delivery nor performance of, nor actions taken pursuant to, this Agreement or any of the Transactional Agreements will (with or without notice or lapse of time) contravene, conflict with or result in a violation of (a) any of the provisions of Purchaser's Articles of Incorporation or bylaws, or (b) any resolution adopted by Purchaser's Board of Directors (or any committee thereof).

3.5 Solvency. Purchaser has not, at any time, (a) made a general assignment for the benefit of creditors, (b) filed, or had filed against it, any bankruptcy petition or similar filing, (c) suffered the attachment or other judicial seizure of all or a substantial portion of its assets, (e) admitted in writing its inability to pay its debts as they become due, (d) been convicted of, or pleaded guilty or no contest to, any felony, or (f) taken or been the subject of any action that may have an adverse effect on its ability to comply with or perform any of its covenants or material obligations under this Agreement or any of the Transactional Agreements.

4. ADDITIONAL COVENANTS

4.1 Inventory Sale Agreement; Indemnity Agreement. Upon receipt of payment from Purchaser on the Effective Date in an amount equal to \$236,862.57, that certain Agreement for Sale of Inventory dated as of November 10, 2004 by and between Purchaser and ISPG, as amended, shall be terminated and of no further force and effect. Furthermore, the indemnification provisions in Sections 2 (Indemnification for the Benefit of Axxiom) and Section 3 (Indemnification for the Benefit of the ISP Parties) of that certain Indemnity Agreement, dated as of July 1, 2004, between Purchaser, Seller and International Surface Preparation Group (Texas), Inc. (the "Indemnity Agreement") shall continue in full force and effect with respect to claims for Losses (as defined in the Indemnity Agreement) arising from events occurring before the Effective Date, even if claims giving rise to such Losses are made after the Effective Date. The Parties acknowledge that, upon closing of the transactions contemplated by this Agreement, Seller shall have no ownership interest in the Assigned Intellectual Property and shall have no obligation or liability whatsoever with respect to claims for Losses arising from events occurring after the Effective Date relating to the Assigned Intellectual Property, and Purchaser shall have no indemnification obligation to Seller with respect to such Losses. Except as set forth above, the Indemnity Agreement shall terminate on the Effective Date.

4.2 Termination of Other Agreements. The parties acknowledge and agree that as of the Effective Date, each of the following agreements shall be terminated and of no further force and effect: (a) that certain Stockholders Agreement dated as of July 1, 2004 by and among Purchaser, ISPG and John K. Pirotte; and (b) that certain License Agreement dated as of July 1, 2004 by and among Purchaser and ISPG (the "Existing License Agreement").

4.3 Transfer of Patent and Trademark Files and Access to Related Files. Within twenty (20) days after the Effective Date, Seller shall provide to Purchaser copies of all applications, correspondence files within its possession and kept in the ordinary course of business, and other material documents related to any of the Assigned Patent Rights or Assigned Trademarks. If Purchaser so requests after the Effective Date, Seller shall provide to Purchaser reasonable access to Seller's records relating to the assignment by inventors of the inventions claimed in the Assigned Patent Rights to Seller, and Purchaser may retain copies of any such records for its legal archives.

4.4 No Confusing Trademarks. Seller agrees not to adopt or otherwise use any trademark and any related trade dress, logos and similar rights that could reasonably be considered to be confusingly similar to the Assigned Trademarks.

4.5 Maximum Liability of Seller. The maximum liability of Seller for any and all out-of-pocket liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including reasonable attorneys' fees and expenses) actually suffered or incurred by Purchaser hereunder (i) as a result of any breach of any representation, warranty or covenant (other than Section 2.7 (Stock Title)) made by Seller herein shall be limited to an amount equal to not more than ten percent (10%) of the Purchase Price, and (ii) as a result of any breach of representation, warranty or covenant made by Seller in Section 2.7 (Stock Title), shall be limited to an amount equal to not more than fifty percent (50%) of the Purchase Price, except in each case of fraud of Seller.

4.6 Intellectual Property Assignments.

(a) U.S. Patents and Trademarks. Seller covenants and agrees that within 45 days after the date hereof it will, at its sole cost and expense, prepare, execute and electronically file all assignments and/or documents necessary to effect the transfer and assignment of unencumbered record title in and to all of the patent and trademark registrations and applications set forth on Exhibits B-1 and B-2 filed or registered with the United States Patent and Trademark Office ("PTO") to Seller. Seller shall notify Purchaser of the filing of such assignments and/or documents within five (5) days after making such filing and shall deliver copies of each all filed assignments and/or documents to Purchaser. Seller shall deliver to Purchaser written documentation (i.e., Notice of Recordation provided by the PTO, etc.) evidencing that all assignments have been properly recorded by the PTO within sixty (60) days after the date hereof.

(b) Foreign Patents and Trademarks. Seller covenants and agrees that within 75 days after the date hereof it will, at its sole cost and expense, prepare, execute and file all assignments and/or documents necessary to effect the transfer and assignment of unencumbered record title in and to all of the patent and trademark registrations and applications set forth on Exhibits B-1 and B-2 filed or registered in jurisdictions other than the United States to Seller. Seller shall notify Purchaser of the filing of such assignments and/or documents within five (5) days after making such filing and shall deliver copies of each all filed assignments and/or documents to Purchaser. Seller shall deliver to Purchaser written documentation (i.e., applicable Notice of Recordation, etc.) evidencing that all assignments have been properly recorded by the proper jurisdiction within ten (10) days of receiving notice of such recordation from the applicable jurisdiction.

(c) Remedies. Without limiting Purchaser's other rights and remedies, in the event Seller breaches the provisions of this Section 4.6, Seller agrees that Purchaser shall be entitled to seek specific performance to enforce its rights hereunder. Seller acknowledges that Purchaser's recovery of damages will not be an adequate means to redress a breach of this Section 4.6, but nothing in this Section shall prohibit Purchaser from pursuing any other remedies available to it, including but not limited to the recovery of monetary damages. The parties acknowledge and agree that Seller's liability for breaches of this Section 4.6 shall not be subject to the limitation of liability set forth in Section 4.5 above.

5. CONFIDENTIALITY

5.1 Confidential Information. For purposes of this Agreement, “Confidential Information” shall mean, with respect to a Party, all information of any kind whatsoever, and all tangible and intangible embodiments thereof of any kind whatsoever, which is disclosed by such Party to the other Party and is marked, identified as or otherwise acknowledged to be confidential at the time of disclosure to the other Party. Notwithstanding the foregoing, Confidential Information of a Party shall not include information which the other Party can establish by written documentation (a) to have been publicly known prior to disclosure to such information by the disclosing Party to the other Party, (b) to have become publicly known, without fault on the part of the other Party, subsequent to disclosure of such information by the disclosing Party to the other Party, (c) to have been received by the other Party without obligation of confidentiality at any time from a source, other than the disclosing Party, rightfully having possession of and the right to disclose such information, (d) to have been otherwise known by the other Party prior to disclosure of such information by the disclosing Party to the other Party, (e) to have been independently developed by persons on behalf of the other Party without access to or use or benefit of such information disclosed by the disclosing Party to the other Party, (f) information required to be disclosed to a potential acquirer of Seller or its direct or indirect parent entities, or (g) information disclosed by Seller and its affiliates to CIPG Acquisition LLC and its affiliates. For purposes of this Agreement, the Assets shall constitute Confidential Information of Purchaser, subject to the provisions of clauses (a) and (b) of the second sentence of this definition.

5.2 Nondisclosure of Confidential Information. Each Party receiving Confidential Information (the “Receiving Party”) shall maintain in confidence all such Confidential Information disclosed by the other Party (the “Disclosing Party”), and shall not use, disclose or grant the use of the Confidential Information for any purpose other than those permitted hereunder or pursuant to the Transactional Agreements, except on a need-to-know basis to its actual or potential business partners, acquirors, acquisition targets, investors or sublicensees, directors, officers, employees, agents, consultants, clinical investigators, contractors, distributors or permitted assignees, to the extent such disclosure is reasonably necessary in connection with such Party’s activities in connection with its performance under and exercise of rights expressly provided in this Agreement or the Transactional Agreements. The foregoing obligations shall apply for five (5) years after the Effective Date. To the extent that disclosure is authorized by this Agreement, prior to disclosure, a Party hereto shall obtain agreement of any such person to hold in confidence and not make use of the Confidential Information of the other Party for any purpose other than those permitted by this Agreement.

5.3 Permitted Disclosures. The confidentiality obligations contained in this Section 5 shall not apply to the extent that the receiving Party (the “Recipient”) is required to disclose information by law, order or regulation of a governmental body or a court of competent jurisdiction, provided that the Recipient shall provide written notice thereof to the other Party and reasonable opportunity to object to any such disclosure or to request confidential treatment thereof, and shall use reasonable efforts to secure confidential treatment of or a protective order for the information so required to be disclosed. Additionally, notwithstanding anything herein to the contrary, any Party to this Agreement (and any employee, representative, shareholder or other agent of any Party to this Agreement) may disclose to any and all persons and entities, the

United States federal tax treatment and United States federal tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure (except to the extent that nondisclosure of such matters is reasonably necessary for either Party to comply with applicable securities laws).

6. MISCELLANEOUS PROVISIONS

6.1 Fees and Expenses. Each Party to this Agreement shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred in the future by such Party in connection with the transactions contemplated by this Agreement and the Transactional Agreements.

6.2 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by fax) to the address or fax number set forth beneath the name of such Party below (or to such other address or fax number as such Party shall have specified in a written notice given to the other Parties hereto):

if to Seller:

Wheelabrator Group, Inc.
603 Park Point Drive Suite 200
Golden, Colorado 80401
Attention: _____
Telephone: () _____
Facsimile: () _____

with a copy to:

Andrews Kurth LLP
1717 Main Street Suite 3700
Dallas, Texas 75201
Attention: Victor B. Zanetti, Esq.
Telephone: (214) 659-4679
Facsimile: () _____

if to Purchaser:

Axxiom Manufacturing, Inc.
11927 South Highway 6
Fresno, Texas 77545
Attention: John K. Pirotte
Telephone: (281) 431-0581
Facsimile: (281) 431-1717

with a copy to:

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
Attention: Anthony L. Williams
Telephone: (919) 781-4000
Facsimile: (919) 781-4865

6.3 Survival. The representations, warranties, covenants and obligations of the parties contained in this Agreement and the Transactional Agreements shall survive the sale of the Stock and the Assets to Purchaser for a period of 12 months following the Effective Date.

6.4 Headings. The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

6.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

6.6 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Texas (without giving effect to principles of conflicts of laws that would require the application of any other law).

6.7 Successors and Assigns; Assignment. Except as otherwise expressly provided in this Agreement, neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred (whether voluntarily, by operation of law or otherwise), without the prior express written consent of the other Party. Any purported assignment or transfer in violation of this Section 6.7 shall be void.

6.8 Waiver. Neither Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

6.9 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Purchaser and Seller.

6.10 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Party, person or entity or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to the Parties, persons or entities or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

6.11 Parties in Interest. None of the provisions of this Agreement is intended to provide any rights or remedies to any person or entity other than the Parties hereto and their respective successors and assigns (if any).

6.12 Entire Agreement. This Agreement and the Transactional Agreements (including all schedules and exhibits attached thereto) set forth the entire understanding of the Parties relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the Parties relating to the subject matter hereof.

6.13 Construction. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

[Signature Page Follows]

IN WITNESS WHEREOF, both Purchaser and Seller have executed this Agreement, in duplicate originals, by their respective officers duly hereunto duly authorized, the day and year first written above.

“Purchaser”:

AXXIOM MANUFACTURING, INC.

By: John K. Pirotte
Name: John K. Pirotte
Title: President

“Seller”:

WHEELABRATOR GROUP, INC.

By: _____
Name: _____
Title: _____

Signature Page for Stock and Asset Purchase Agreement

IN WITNESS WHEREOF, both Purchaser and Seller have executed this Agreement, in duplicate originals, by their respective officers duly hereunto duly authorized, the day and year first written above.

“Purchaser”:

AXXIOM MANUFACTURING, INC.

By: _____
Name: John K. Pirotte
Title: President

“Seller”:

WHEELABRATOR GROUP, INC.

By: _____
Name: R. E. JOYCE JR.
Title: PRESIDENT

Signature Page for Stock and Asset Purchase Agreement

EXHIBIT A

Products

ABRASIVE BLASTERS

BULK BLASTERS

TRAILERS

REMOTE CONTROL SYSTEMS

VACUUM LOADING SYSTEMS

HOPPERS

PRECISION MEDIA BLASTERS (PMB)

BLAST AND RECOVERY SYSTEMS

DOUBLE CHAMBER BLASTER

MOISTURE SEPARATORS

AIRPREP SYSTEMS

EXHIBIT B - 1. Patents

Redacted

16020.7-425127 v7

EXHIBIT B - 2. Trademarks

Reg. No.	Serial/App. No.	LLA File No.	Country	Trademark	Status	Current Owner
2,691,286	75/722342	I2010-2006	USA	SCHMIDT	registered	International Surface Preparation Group, Inc.

2,557,676	75/722015	I2010-2005	USA	COMBOVALVE	registered	International Surface Preparation Group, Inc.
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Redacted

2,294,134	75/468,854	I2010-2000	USA	MISCELLANEOUS "S" DESIGN	registered	International Surface Preparation Group, Inc.
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EXHIBIT B - 2. Trademarks

Reg. No.	Serial/App. No.	LLA File No.	Country	Trademark	Status	Current Owner
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Redacted

2,481,373	75/722,341	I2010-2004	USA	THOMPSON VALVE	registered	International Surface Preparation Group, Inc.
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EXHIBIT B - 2. Trademarks

Reg. No.	Serial/App. No.	LLA File No.	Country	Trademark	Status	Current Owner
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Redacted