

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of September 14, 2012, is made by and between **SYMBIOTIC ENGINEERING, LLC**, a Colorado limited liability company (“Assignor”) and **ICF INCORPORATED, L.L.C.**, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 4, 2012 (the “**Purchase Agreement**”). Each capitalized term not defined herein shall have the meaning given to such term in the Purchase Agreement.

WHEREAS, Assignor desires to assign, and Assignee desires to accept such assignment and assume, certain obligations and liabilities of Assignor related to the Business, all in the manner and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Agreement, the parties hereto hereby agree as follows:


1. **Effective Time.** This Agreement shall be effective 11:59 p.m. EST on September 14, 2012.
2. **Assignment and Assumption of Assumed Liabilities.** Assignor hereby assigns, and Assignee hereby assumes, the Assumed Liabilities. Assignor shall retain the Retained Liabilities.
3. **Conflict with the Purchase Agreement.** In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and indemnities of the parties contained in the Purchase Agreement or the survival thereof.
4. **No Third Party Beneficiaries.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to confer upon any other party any rights, remedies, liabilities or obligations under or by reason of this Agreement.
5. **Entire Agreement.** This Agreement and the Purchase Agreement set forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements or understandings between the parties hereto.
6. **Counterparts.** This Agreement may be executed in one or more counterparts, including counterparts by facsimile or electronic (.pdf) signature, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first set forth above.

ASSIGNOR:

SYMBIOTIC ENGINEERING, LLC

By: 
Name: Michael Whitaker
Title: Chief Operating Officer

ASSIGNEE:

ICF INCORPORATED, L.L.C.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first set forth above.

ASSIGNOR:

SYMBIOTIC ENGINEERING, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

ICF INCORPORATED, L.L.C.

By: John Wasson
Name: JOHN WASSON
Title: PRESIDENT