

01-11-1999

FEET
YU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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100938590

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mullins Environmental Testing Co., Inc.
16115 Dooley Road
Dallas, TX 75244

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State TX
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: TESTAMERICA Incorporated

Internal Address:

Street Address: 122 Lyman Street

City: Asheville State: NC ZIP: 28801

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State DE
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 18, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule A to Assignment
of Intellectual Property

B. Trademark registration No.(s)

See Schedule A to Assignment
of Intellectual PropertyAdditional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp.

Internal Address:

Street Address: 420 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 55.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:1402 25.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

LOUKIA HARRIS

Name of Person Signing

Signature

1/4/98

Date

Total number of pages including cover sheet, attachments and document: 8

ASSIGNMENT OF INTELLECTUAL PROPERTY

Assignment of Intellectual Property (this "Assignment of Intellectual Property") made the 18th day of December, 1998, by **MULLINS ENVIRONMENTAL TESTING CO., INC.**, a Texas corporation having its principal office at 16115 Dooley Road, Dallas, Texas 75244 (hereinafter referred to as "Assignor") in favor of **TESTAMERICA INCORPORATED**, a Delaware corporation and the successor-in-interest to HydroLogic, Inc., having its principal office at 122 Lyman Street, Asheville, North Carolina 28801 ("Assignee").

In consideration of ten dollars (\$10.00) and the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under that certain Intellectual Property set forth on Schedule A attached hereto and made a part hereof. The term Intellectual Property as used in this Assignment of Intellectual Property shall have the same meaning as set forth in the Purchase Agreement (as hereinafter defined).

2. This Assignment of Intellectual Property is delivered pursuant and subject to and in accordance with the terms and conditions of that certain Agreement of Purchase and Sale of Assets, dated December , 1998, by and between Assignor, Assignee and Billy J. Mullins, Jr. and Sandra H. Mullins (the "Purchase Agreement").

3. This Assignment of Intellectual Property shall be binding on Assignor, Assignee and their respective successors and assigns.

4. This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of Texas, without reference to the principles of conflict of law.

5. This Assignment of Intellectual Property may not be modified or amended in any manner other than by a written agreement signed by both parties hereto.

IN WITNESS WHEREOF, each party hereto has caused this Assignment of Intellectual Property to be executed by a duly authorized representative, on the day and year first above written.

MULLINS ENVIRONMENTAL
TESTING CO., INC.

By: Billy J. Mullins, Jr.
Billy J. Mullins, Jr.

SCHEDULE A

426-7

#7415/v1

TRADEMARK
REEL: 1837 FRAME: 0585

The

America



Nº 1712557

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

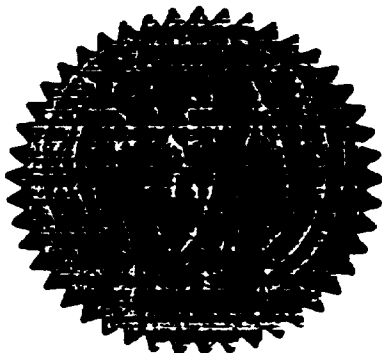
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this first day of September 1992.

David L. S. Long

Acting Commissioner of Patents and Trademarks

The United States of America



Nº 1712375

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

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Acting Commissioner of Patents and Trademarks

