

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4) Tab settings

04-27-1999



FORM COVER SHEET MARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

APR 21 1999

To the Honorable 101021358

Please record the attached original documents or copy thereof.

35-12-4

1. Name of conveying party(ies): Technical Assessment Systems, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Maryland, Other

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

3. Nature of conveyance:

- Assignment from subsidiary to parent, Security Agreement, Change of Name, Other

Execution Date: 4/14/99

2. Name and address of receiving party(ies)

Name: Environ International Corporation

Internal Address: Suite 300

Street Address: 4350 N. Fairfax Drive

City: Arlington State: VA ZIP: 22203

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Virginia, 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1905467

1965093

1499006

Additional numbers attached? Yes No

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

Name: Elisa E. Tractman, Esquire Obermayer Rebmann Maxwell & Hippel LLP Internal Address: 19th Floor

Refund Ref: 04/26/1999 DNGUYEN 0000080540

CHECK Refund Total: \$30.00

Street Address: 1617 John F. Kennedy Boulevard

City: Philadelphia State: PA ZIP: 19103

04/26/1999 DNGUYEN 00000112 1905467

01 FC:481 40.00 OP 02 FC:482 50.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

ELISA TRACTMAN Name of Person Signing

Elisa E Tractman Signature

4/19/99 Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1888 FRAME: 0367

ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR UNITED STATES TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 14^m day of April, 1999, between TECHNICAL ASSESSMENT SYSTEMS, INC., a Maryland corporation ("Assignor") with principal offices at The Flour Mill, 1000 Potomoc Street, N.W., Washington, DC 20007, and ENVIRON INTERNATIONAL CORPORATION, a Virginia corporation, with principal offices at 4350 N. Fairfax Drive, Suite 300, Arlington, VA 22203 ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted and used in the United States the trademarks listed on Schedule A, and is the owner of such trademarks which are registered in the United States Patent and Trademark Office (collectively, the "Trademark");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademark; and

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademark; and

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademark and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.

2. Acceptance of Assignment and Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademark.

3. Further Assurances. The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademark.

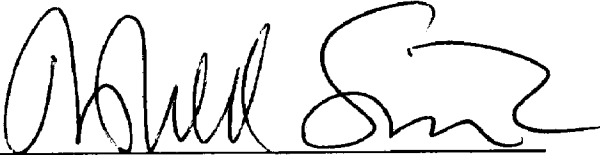
4. Miscellaneous.

(a) Controlling Law. This Assignment and Assumption Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed and construed in accordance with the laws of Virginia.

(b) Binding Nature of Agreement. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

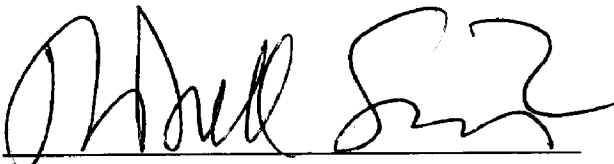
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

TECHNICAL ASSESSMENT SYSTEMS, INC.

By: 

Name: Mitchell Smith
Title: President

ENVIRON INTERNATIONAL CORPORATION

By: 

Name: Mitchell Smith
Title: President

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
EXPOSURE	1905467	07-18-95
TAS	1499006	08-02-88
TAS-DIET (Word Mark for which TECHNICAL ASSESSMENT SYSTEMS DIET is the Psuedo Mark)	1965093	04-02-96

STATE OF NEW JERSEY
~~COMMONWEALTH OF VIRGINIA~~ :
MERCER : SS
COUNTY OF ~~ARLINGTON~~ :

On this 14th day of April, 1999, before the undersigned notary public, personally appeared Mitchell Smith, who acknowledged himself to be President of Technical Assessment Systems, Inc., and that he as such officer, being authorized to do so, executed the foregoing instrument on behalf of Technical Assessment Systems, Inc.

Barbara C. Mihalko
NOTARY PUBLIC
BARBARA C. MIHALKO
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES AUG 15, 1999

STATE OF NEW JERSEY
~~COMMONWEALTH OF VIRGINIA~~ :
: SS
COUNTY OF MERCER :

On this 14th day of April, 1999, before the undersigned notary public, personally appeared Mitchell Smith, who acknowledged himself to be President of Environ International Corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument on behalf of Environ International Corporation.

Barbara C. Mihalko
NOTARY PUBLIC

BARBARA C. MIHALKO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG 15, 1999

OBERMAYER REBMANN MAXWELL & HIPPEL LLP

ONE PENN CENTER-19TH FLOOR

1617 JOHN F. KENNEDY BOULEVARD

PHILADELPHIA, PA 19103-1895

(215) 665-3000

FAX (215) 665-3165

Elisa E. Tractman

Phone: 215-665-3214

Fax: 215-6635-3165

April 19, 1999

Box Assignment
Commissioner of Patents and Trademarks
Washington, DC 20231

RE: Assignment of Trademarks

Dear Sir:

On behalf of our client, Environ International Corporation, we are enclosing the following:

1. The Recordation Form Cover Sheet: Trademarks Only, which has been completed and signed;
2. Trademark Assignment and Assumption Agreement, assigning the trademarks listed on Schedule A attached from Technical Assessment Systems, Inc. to Environ International Corporation, as of April 14, 1999; and
3. This firm's check in the amount of \$120.00 to cover the filing fee.

Please do not hesitate to contact me if you have any comments or questions concerning the enclosures.

Very truly yours,



Elisa E. Tractman

/meg **For: OBERMAYER REBMANN MAXWELL & HIPPEL LLP**

Enclosures

cc: Mr. Mitchell Smith,
Environ International Corporation