

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
TestAmerica Incorporated

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

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

2. Name and address of receiving party(ies)
Name: TestAmerica Analytical Testing
Internal
Address: _____
Street Address: 122 Lyman Street
City: Asheville State: NC Zip: 28801

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 corrective cover sheet to correct cover sheet recorded at Reel 002601, Execution Date: Frame 0835 with respect to registration no. 2420091

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____
2420901

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Roger Bartos
Internal Address: Kirkland & Ellis
Street Address: 200 E. Randolph Drive
City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account and for any additional fees and/or credit

8. Deposit account number:
22-0440

DO NOT USE THIS SPACE

9. Signature.
Roger Bartos _____ 2-14-03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

36052-89

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

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Form PTO-1594 (Rev. 10/02) OMB No. 0851-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): TestAmerica Incorporated <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>TestAmerica Analytical Testing</u> Internal Address: _____ Street Address: <u>122 Lyman Street</u> City: <u>Asheville</u> State: <u>NC</u> Zip: <u>28801</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If applicant is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignments) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>January 3, 2003</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2468926</u> <u>2420091</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Roger Bartos</u> Internal Address: <u>Kirkland & Ellis</u> Street Address: <u>200 E. Randolph Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>			6. Total number of applications and registrations involved: <input type="text" value="2"/>		
			7. Total fee (37 CFR 3.41).....\$ 65.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account and for any additional fees and/or credit		
			8. Deposit account number: <u>22-0440</u>		
DO NOT USE THIS SPACE					
9. Signature. <u>Roger Bartos</u> <u>Roger Bartos</u> <u>1-23-03</u> Name of Person Signing Signature Date					
TOTAL number of pages including cover sheet, attachments, and document: <input type="text" value="5"/>					

36052-89

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

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of 1/3/03 ("Effective Date") by and between TestAmerica Incorporated, a Delaware corporation, with its principal office at 122 Lyman Street, Asheville, North Carolina 28801 ("Assignor"), and TestAmerica Analytical Testing, a Delaware corporation, with its principal office at 122 Lyman Street, Asheville, North Carolina 28801 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated 1/3/03 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of

a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

TESTAMERICA INCORPORATED

By: _____
Name: _____
Title: _____

TESTAMERICA ANALYTICAL TESTING CORP.

By: J.P. Black
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____ personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of TestAmerica Incorporated.

Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____ personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of TestAmerica Analytical Testing Corp.

Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

TESTAMERICA INCORPORATED

TESTAMERICA ANALYTICAL TESTING CORP.

By: [Signature]

By: _____

Name: Thomas R. Barr

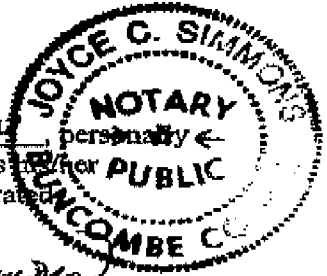
Name: _____

Title: CEO

Title: _____

STATE OF North Carolina
COUNTY OF Beaufort) SS.

On this 3rd day of January, 2003, there appeared before me Thomas R. Barr, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of TestAmerica Incorporated.



Joyce C. Simmons
Notary Public
My Commission Expires MAR. 22, 2004

STATE OF _____)
COUNTY OF _____) SS.

On this ___ day of _____, there appeared before me _____, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of TestAmerica Analytical Testing Corp.

Notary Public

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

Trademark No.	Registration Date	Mark
2,468,926	7/17/01	TESTAMERICA
2,420,091 901	1/16/01	TESTAMERICA