

Form PTO-1594
(Rev. 10/02)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

OMB No. 0851-0027 (exp. 8/30/2005)

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):

Natural Science Industries, Ltd.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 4/29/2004

2. Name and address of receiving party(ies)

Name: becker & mayerl, Ltd

Internal

Address: _____

Street Address: 11010 Northrup Way

City: Bellevue State: WA Zip: 98004

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State WA
- 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 registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,151,402

Additional number(s) attached Yes No

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

Name: John M. Janeway

Internal Address: c/o GRAYBEAL JACKSON HALEY LLP

Street Address: 155 - 108TH Ave. NE, Ste. 350

City: Bellevue State: WA Zip: 98004-5973

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

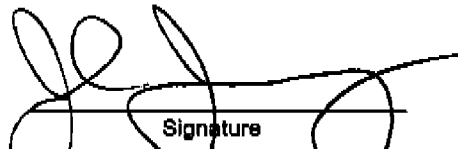
8. Deposit account number:

071897

DO NOT USE THIS SPACE

9. Signature.

John M. Janeway
Name of Person Signing



Signature

14 May 2004

Date

Total number of pages including cover sheet, attachments, and document: 3

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

CONFIRMATION OF ASSIGNMENT OF RIGHTS IN INTELLECTUAL PROPERTY

This Document confirms the assignment of certain intellectual property on 26 March 2004 from **Natural Science Industries, Ltd.**, residing or having a principal place of business at 105 Price Parkway, Farmingdale, NY, 11735-1318 ("Assignor"), to **becker&mayerl, Ltd.** residing or having a principal place of business at 11010 Northrup Way, Bellevue, WA, 98004 ("Assignee").

RECITALS

A. Pursuant to the Sale and Assignment Agreement executed by the Assignee, which was identified as Becker & Mayer, Ltd., on 18 March 2004, and by the Assignor on 26 March 2004, Assignor sold, transferred and conveyed to Assignee all of Assignor's right, title and interest in and to the mark **SMARTLABS**, the U.S. Federal Registration No. 2,151,402 therefor, and all goodwill associated with **SMARTLABS**.

B. Furthermore, pursuant to the Trademark Assignment executed on 26 March 2004 and referenced in the Sale and Assignment Agreement, Assignor assigned, conveyed, transferred and set over unto Assignee, which was identified as Becker & Mayer, Ltd., all of Assignor's right, title and interest in and to **SMARTLABS**, the U.S. Federal Registration No. 2,151,402 therefor, and all goodwill associated with **SMARTLABS**.

C. This Document is being executed to clarify and confirm the Assignee who purchased and received the right, title and interest in and to **SMARTLABS**, the U.S. Federal Registration No. 2,151,402 therefor, and all goodwill associated with **SMARTLABS** in the Sale and Assignment Agreement and the Trademark Assignment referenced above.

Now therefore, in consideration of the foregoing recitals and the payment by Assignee to Assignor of good and valuable consideration, the adequacy and receipt of which are hereby acknowledged,

Assignor hereby confirms that it sold, assigned and transferred to:

Assignee, and the successors, assigns, and legal representatives of the Assignee, the entire right, title, and interest throughout the world, including the United States and other countries, in and to the mark **SMARTLABS**, the U.S. Federal Registration No. 2,151,402, and all goodwill associated with **SMARTLABS**.

Assignor also hereby confirms that it represented and warranted that no assignment, sale, agreement, or encumbrance had been or would be made or entered into which would conflict with the Trademark Assignment referenced above. Assignor further confirms that it represented and warranted that it had no knowledge that **SMARTLABS** is being infringed by any third party, or that its use of **SMARTLABS** conflicts with the trademark rights of any third party.

ASSIGNOR: Natural Science Industries, Ltd.

Name: Andrew Glanz, President

Date: 4/29/04


Signature: 

STATE OF New York }
COUNTY OF QUEENS } ss.

I certify that I know or have satisfactory evidence that Andrew Glanz is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

DATED April 29, 2004

WILLIAM VOGTS
Notary Public, State of New York
No. 01V05073031
Qualified in Queens County
~~Notary Public, State of New York~~
(Print or stamp name of Notary)


(Signature of Notary)

NOTARY PUBLIC in and for the
State of New York
residing at 137-02 64 Road Flushing, NY 11367
My Appointment Expires: 3/16/07

ASSIGNEE: becker&mayerl, Ltd.

Name: Jim Becker, Co-President

Date: 5/4/04

Signature: 