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ET 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): 3.29.04 Bookman Testing Services, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other a Delaware corporation

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

3. Nature of conveyance:

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

Execution Date: November 1, 2003

2. Name and address of receiving party(ies)

Name: Teckchek Inc. Internal Address:

Street Address: 2950 Gateway Centre Blvd.

City: Morrisville State: NC Zip: 27560

- 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

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

A. Trademark Application No.(s) 75/827,630

B. Trademark Registration No.(s) 2,213,093 2,579,486 2,218,982 2,528,390

Additional number(s) attached Yes No

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

Name: Bernard R. Gans, Esq.

Internal Address:

Street Address: Jeffer, Mangels, Butler & Marmaro 1900 Avenue of the Stars; 7th Floor

City: Los Angeles State: CA Zip: 90067-4308

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

10-0440

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

DO NOT USE THIS SPACE

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.

Bernard R. Gans Name of Person Signing

Bernard R. Gans Signature

March 24, 2004 Date

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

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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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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is made and entered into effective as of November 1, 2003 by and between BOOKMAN TESTING SERVICES, INC., a Delaware corporation (the "Parent"), and TECKCHEK INC., a Delaware corporation (the "Subsidiary"), with reference to the following facts:

RECITALS

- A. The Subsidiary is a wholly-subsiary of the Parent.
- B. The parties desire that the Parent contribute all of its assets, employees and operations (subject to all of its obligations and liabilities) to the Subsidiary as a contribution to capital of the Subsidiary.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

- 1. **Contribution and Acceptance.** The Parent hereby contributes, conveys, transfers, assigns and delivers to the Subsidiary, and the Subsidiary hereby accepts, all of the assets, employees and operations of the Parent (subject to all obligations and liabilities of the Parent).
- 2. **Further Assurances.** Each party agrees to execute and deliver all such other documents and instruments and take all such other actions as may be necessary or appropriate to effectuate the purpose and intent of this Agreement.
- 3. **Amendment; Waiver; Requirement of Writing.** This Agreement cannot be amended, changed, modified, released or discharged, and no performance, term or condition can be waived in whole or in part, except by a writing signed by all of the parties hereto.
- 4. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- 5. **Governing Law.** This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California, without giving effect to principles thereof relating to conflicts of law.
- 6. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior

agreements and understandings, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized, as of the date first above written.

"Parent"

BOOKMAN TESTING SERVICES, INC.,
a Delaware corporation

By 

"Subsidiary"

TECKCHEK INC.,
a Delaware corporation

By 