

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Environmental Express, Ltd.		03/15/2006	CORPORATION: SOUTH CAROLINA
Classic Laboratory Equipment, Inc.		03/15/2006	CORPORATION: SOUTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	EXL Acquisition Corp.
<b>Street Address:</b>	490 Wando Park Blvd.
<b>City:</b>	Mt. Pleasant
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29464
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1963987	PROWEIGH

**CORRESPONDENCE DATA**

Fax Number: (202)508-5858  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-508-5875  
 Email: dctrademarks@kilpatrickstockton.com  
 Correspondent Name: Daniel H. Marti  
 Address Line 1: 607 14th Street, N.W.  
 Address Line 2: Suite 900  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-2018

<b>NAME OF SUBMITTER:</b>	Daniel H. Marti
<b>Signature:</b>	/Daniel Marti/

OP \$40.00 1963987

Date:

03/24/2006

**Total Attachments: 8**

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**ASSIGNMENT AND ASSUMPTION OF  
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is dated as of March 15, 2006 by and between ENVIRONMENTAL EXPRESS, LTD., a South Carolina corporation (to be renamed Passage EE, Inc) ("Environmental Express"), and CLASSIC LABORATORY EQUIPMENT, INC., a South Carolina corporation (to be renamed Passage CLE, Inc.) ("Classic" and, together with Environmental Express, the "Assignors"), and EXL ACQUISITION CORP. (to be renamed Environmental Express, Inc.), a Delaware corporation (the "Assignee").

**WITNESSETH:**

WHEREAS, the Assignors, the Assignee, and other parties thereto, have executed and delivered an Asset Purchase Agreement dated as of March 15, 2006 (the "Purchase Agreement") pursuant to which, among other things, the Assignors have agreed to sell to the Assignee, and the Assignee has agreed to purchase from the Assignors, substantially all of the assets of the Assignors relating to the Business (this and other capitalized terms not otherwise defined herein shall have the meaning assigned in the Purchase Agreement) and to enter into certain other arrangements; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignee and the Assignors desire that all of the Assignors' respective right, title and interest in and to all of Assignors' Intellectual Property (not defined in this agreement) be assigned and transferred to the Assignee as provided in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignors hereby assign, sell, convey, deliver and transfer to the Assignee all of their respective right, title and interest in and to any and all of Assignors' Intellectual Property (including, but not limited to, the patents, patent applications, trademark applications and registrations and copyrights listed on Exhibit A hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

1.2 Further Assurances.

(a) The Assignors hereby agree to execute all appropriate, necessary and customary forms and use all commercially reasonable best efforts to assist the Assignee, at the Assignee's request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignors), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignors will promptly transfer all files and papers in their possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) The Assignors agree to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to the Assignee if appropriate, and will use their best efforts to comply promptly with all other remaining steps necessary to transfer all domain names held by the Assignors or by third parties on their behalf, including, but not limited to, those listed on Schedule 5.13(a) to the Purchase Agreement (the "Domain Names"). The Assignors represent and warrant that they have not and will not otherwise delete or transfer the Domain Names except as provided for herein.

(c) In the event that the Assignors fail to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 1.2(a) and/or 1.2(b) above, the Assignors hereby irrevocably designate and appoint the Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignors, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

(d) This Agreement is executed in connection with and subject to the terms and conditions of the Purchase Agreement. As between Assignors and Assignee, nothing in this Agreement shall be deemed to limit or modify any representations, warranties, liabilities, indemnities or other agreements as between Assignors and Assignee as provided for in the Purchase Agreement.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any lender or financing source and/or in connection with a sale by Assignee or its assigns of all or substantially all of its assets or all or substantially all of the assets relating to the Business, whether by sale of assets, stock, merger or otherwise.


2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.


*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Assignee and the Assignors have each caused this Agreement to be duly executed as of the date written above by their duly authorized representatives.

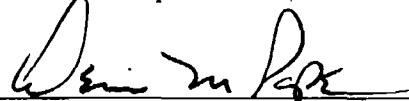
ENVIRONMENTAL EXPRESS, LTD. (to be renamed Passage EE, Inc.), a South Carolina corporation

By:   
Name: T. Paul Strickler  
Title: President

CLASSIC LABORATORY EQUIPMENT, INC. (to be renamed Passage CLE, Inc.), a South Carolina corporation

By:   
Name: T. Paul Strickler  
Title: President

EXL ACQUISITION CORP. (to be renamed Environmental Express, Inc.), a Delaware corporation

By:   
Name: Dennis M. Pope  
Title: Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF SOUTH CAROLINA )  
 ) SS:  
COUNTY OF CHARLESTON )

Before me a Notary Public in and for said County and State personally appeared T. Paul Strickler, as the President of Environmental Express, Ltd., a South Carolina corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of March, 2006.

My Commission expires:  
2/25/2007

Signed: Kearnan K. Tomlinson  
Printed: KEARNAN K. TOMLINSON

STATE OF SOUTH CAROLINA )  
 ) SS:  
COUNTY OF CHARLESTON )

Before me a Notary Public in and for said County and State personally appeared T. Paul Strickler, as the President of Classic Laboratory Equipment, Inc., a South Carolina corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of March, 2006.

My Commission expires:  
2/25/2007

Signed: Kearnan K Tomlinson  
Printed: KEARNAN K. TOMLINSON

**ACKNOWLEDGMENTS**

STATE OF SOUTH CAROLINA )  
 ) SS:  
COUNTY OF CHARLESTON )

Before me a Notary Public in and for said County and State personally appeared Dennis M. Pope, as the Chief Executive Officer of EXL Acquisition Corp. (to be renamed Environmental Express, Inc.), a Delaware corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of March, 2006.

My Commission expires:

2/25/2007

Signed: Kearnan K. Tomlinson

Printed: KEARNAN K. TOMLINSON

**EXHIBIT A**

I. Trademarks

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
<i>Registered Trademarks</i>				
PROWEIGH	74627684	1963987	March 26, 1996	US
<i>Unregistered Trademarks (non-exclusive list)</i>				
ENVIRONMENTAL EXPRESS				
GHOSTWIPE				
FILTERMATE				
STEPSAVER				
HOTBLOCK				
AUTOBLOCK				
MICROVIAL				
AIRLITE				
MAXFIL				



II. Copyrights

Title	Registration Number	Registration Date

{00199019; 2; 2343-27}

