

2/21/6

02-23-2006



RECC
TR

103183246.

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Web Bearings, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 31, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MC Technologies, LLC

Internal

Address: Suite 184

Street Address: 3280 East Hemisphere Loop

City: Tucson

State: Arizona

Country: USA Zip: 85706

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Arizona

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2609886

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

HAZTRACK

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

Name: Daniel J. Noblitt

Internal Address: Suite 6000

Street Address: 4800 N. Scottsdale Road

City: Scottsdale

State: Arizona Zip: 85251

Phone Number: 480-994-9888

Fax Number: 480-994-9025

Email Address: dnoblitt@ngtechlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1000
Expiration Date 11/08

b. Deposit Account Number 03/22/2006 LOWELL 00000051 2609886

Authorized User Name _____

48.00 DP

9. Signature:

Signature

February 16, 2006

Date

Daniel J. Noblitt

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADE NAMES AND TRADEMARKS

THIS ASSIGNMENT OF TRADE NAMES AND TRADEMARKS ("Assignment") is executed and delivered as of January 31, 2005 (the "Effective Date") by Web Bearings, Inc., a California corporation ("Assignor"), to MC Technologies, LLC, an Arizona limited liability company ("Assignee").

This Assignment is executed and delivered by Assignor and Assignee on the basis of the following facts, intentions and understandings:

- a. Seller conducts an environmental, health, and safety compliance business, which includes, without limitation, the development, sales, marketing, installation, and maintenance of environmental management information systems for waste management (the "Business").
- b. Assignor and Assignee have entered into that certain Asset Purchase Agreement ("Agreement"), dated as of January 31, 2005 providing for, among other things, the conveyance to Assignee of the Assets, as defined therein, in connection with the Business.
- c. Assignor has adopted, used and are using the following trade names, trademarks, and/or service marks (collectively, the "Marks") in connection with the Business:

HazTrack

Serial Number: 78042092

Date Filed: January 8, 2001

- d. Assignor desires to assign and transfer all of its right, title and interest in, to and under the Marks to Assignee upon the following terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the purchase of the Assets by Assignee from Assignor, Assignor and Assignee hereby agree as follows:

1. **Assignment and Transfer.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as in, to and under the Marks, and any registration thereof, together with the goodwill of the business represented by the Marks, and all rights to sue and collect damages for past infringements, if any.
2. **Successors and Assigns.** All of the terms, covenants and conditions set forth herein shall be binding upon Assignor and its successors and assigns and inure to the benefit of the Assignee and its successors and assigns.
3. **Further Assurances.** Assignor shall, at no material cost to Assignor, execute, acknowledge and deliver such additional assignments, documents, and certificates as Assignee may reasonably request in order to effect the assignment contemplated by this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

"Assignor"

Web Bearings, Inc.

By: David M Haigh

Print Name: David M. Haigh

Title: President/CEO

"Assignee"

MC Technologies, LLC

By: John F. Rooney

Print Name: John F. Rooney

Title: CEO