

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Safety and Health Institute, Inc.	FORMERLY National Instructors Resource Center, Inc.	07/14/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	American Safety and Health Institute, Inc.		
Street Address:	630 Fifth Avenue, Suite 1530		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2508510	AMERICAN SAFETY & HEALTH INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jrmix@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	901 Lakeside Ave.		
Address Line 2:	c/o James R. Mix, Legal Assistant		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	560255-115-154		
NAME OF SUBMITTER:	James R. Mix		
Signature:	/James R. Mix/		
Date:	07/24/2006		

CH \$40.00 2508510

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of July 14, 2006 (the "*Closing Date*"), is made by and between American Safety and Health Institute, Inc. (formerly National Instructors Resource Center, Inc.), a Florida corporation (the "*Assignor*"), and American Safety and Health Institute, Inc., a Delaware corporation (the "*Assignee*") pursuant to Section 2.2 of the Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), by and among the Assignor, the Assignee, Tim Eiman, Gregg Rich and Ralph Shenefelt. Capitalized terms used and not defined herein have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Assignor is the Registrant and sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and service marks set forth on Schedule A hereto or that otherwise constitute Acquired Assets under the Purchase Agreement (the "*Trademarks*"), and the goodwill associated with all of the foregoing.

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee hereunder.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations and applications therefor in the United States and for all foreign countries, and any renewals and extensions of the foregoing that are or may be secured under the laws of the United States and all foreign countries, 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 and sale had not been made, together with all income, royalties or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, 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.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples,


exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

4. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Trademarks in the Purchase Agreement.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

AMERICAN SAFETY AND HEALTH INSTITUTE, INC. (formerly National Instructors Resource Center, Inc.)

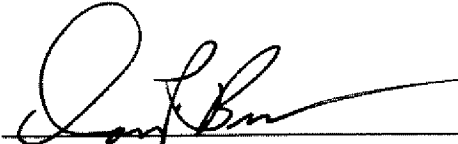
By: 

Name: Tim Eiman

Title: President

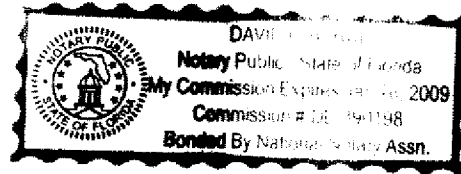
STATE OF *FLORIDA*)
) SS:
COUNTY OF *HILLSBOROUGH*)

On this *12th* day of July, 2006 personally appeared before me Tim Eiman, known to me to be President of American Health and Safety Institute, Inc. (formerly National Instructors Resource Center, Inc.), who acknowledged that he signed this instrument as a free act on behalf of American Health and Safety Institute, Inc. (formerly National Instructors Resource Center, Inc.).



Notary Public:

My commission expires:



**AMERICAN SAFETY AND HEALTH
INSTITUTE, INC.**

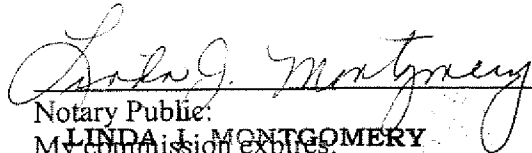
By: 

Name: Loren J. Schlachet

Title: President

STATE OF *Ohio*)
COUNTY OF *Cuyahoga*) SS:

On this _____ day of _____, 2006 personally appeared before me Loren J. Schlachet, known to me to be the President of American Safety and Health Institute, Inc., who acknowledged that he signed this instrument as a free act on behalf of American Safety and Health Institute, Inc.


Notary Public:
LINDA J. MONTGOMERY
My commission expires _____
NOTARY PUBLIC • STATE OF OHIO
My commission expires Sept. 10, 2006

Trademark Assignment

**TRADEMARK
REEL: 003353 FRAME: 0690**

SCHEDULE A

TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
1.	American Safety & Health Institute	75/703856	05/17/99	2508510	11/20/01	Registered