

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/07/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QED TECHNOLOGIES, INC.		07/07/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	QED TECHNOLOGIES INTERNATIONAL, INC.
Street Address:	870 North Commons Drive
Internal Address:	Legal Department
City:	Aurora
State/Country:	ILLINOIS
Postal Code:	60504
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76458118	ASI
Serial Number:	76636341	MR JET
Serial Number:	76458117	MRF
Serial Number:	76458114	QED TECHNOLOGIES
Serial Number:	76458120	SSI
Serial Number:	76654216	SSI-A

CORRESPONDENCE DATA

Fax Number: (630)499-2654
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (630) 375-5465
 Email: qed_prosecution@cabotcmp.com
 Correspondent Name: Steven WESEMAN

CH \$165.00 76458118

Address Line 1: 870 North Commons Drive
Address Line 2: Legal Department
Address Line 4: Aurora, ILLINOIS 60504

ATTORNEY DOCKET NUMBER:	QED TM ASG
NAME OF SUBMITTER:	Steven Weseman
Signature:	/sdw/
Date:	02/12/2007

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "**Agreement**") is effective as of July 7, 2006 (the "**Effective Date**"), by and between:

QED Technologies, Inc., a corporation incorporated under the laws of Delaware ("**Assignor**") having a business address at 1040 University Avenue, Rochester, New York 14607, and

QED Technologies International, Inc. a corporation incorporated under the laws of Delaware ("**Assignee**") having a business address at 870 N. Commons Drive, Aurora, Illinois 60504.

WHEREAS, Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the Trademarks (as defined below); and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to (i) the marks listed on Schedule A hereto, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby (the "**Trademarks**"); (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the Trademarks in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewals or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date.

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Trademarks, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date. Assignor will, without additional consideration, communicate to the Assignee, its successors, legal representatives and assigns, any facts known to each respecting the invention, take such further actions, make all rightful oaths, and execute promptly such further documents, as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks in Assignee or its successors, legal representatives, and assigns in all countries. Assignor hereby authorizes Assignee to request the relevant government

entity or agency referred to in Schedule A to record Assignee as the assignee and owner of the Trademarks.

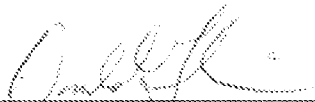
4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNOR:

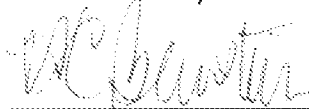
QED TECHNOLOGIES, INC.,
a New York corporation



Name: Don Golini
Title: President

ASSIGNEE:

QED TECHNOLOGIES INTERNATIONAL, INC.,
a Delaware corporation



Name: H. Carol Bernstein
Title: Vice President, General Counsel
and Assistant Secretary

SCHEDULE A

Registered U.S. Trademarks

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
QED TECHNOLOGIES	15OC2002	76/458,114	28OC2003	2,777,617
MRF	15OC2002	76/458,117	30MR2004	2,827,173
SSI	15OC2002	76/458,120	21SE2004	2,887,206

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
ASI	15OC2002	76/458,118
MR JET	18AP2005	76/636,341
SSI-A	30JA2006	76/654,216