

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualmark Corporation		02/20/2007	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Partners for Growth, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2040369	QUALMARK	
Registration Number:	2339772	OVS	
Registration Number:	2064227	ACCELERATED RELIABILITY TEST CENTERS	
Registration Number:	2077178		
Registration Number:	2037258	QUALMARK	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-381-3283		
Email:	bg2@greenspan.org		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG-QUALMARK2		

OP \$140.00 2040369

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg/
Date:	02/23/2007
Total Attachments: 2 source=Qualmark Trademark Collateral Notice \$500k loan#page1.tif source=Qualmark Trademark Collateral Notice \$500k loan#page2.tif	

EXHIBIT A

**FORM OF
TRADEMARK COLLATERAL AGREEMENT AND NOTICE**

This Trademark Collateral Agreement and Notice dated as of February 20, 2007, is among Qualmark Corporation, a Colorado corporation and Qualmark ACG Corporation, each with its principal place of business at 4580 Florence Street, Denver, CO 80238 (collectively "Borrower"), Qualmark Corporation and Qualmark ACG Corporation as cross-corporate guarantors ("Guarantor") (Borrower and/or Guarantor, as applicable, shall be referred to collectively hereinafter as "Assignor") and Partners for Growth, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement and Cross-Corporate Guaranty dated February 20, 2007, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and


WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated February 20, 2007, by and among Assignor and Assignee;

NOW HEREOFOR, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written

Qualmark Corporation

Qualmark ACG Corporation

By: 
Name: Anthony Scoble
Title: CEO

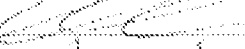
By: 
Name: Anthony Scoble
Title: CEO

EXHIBIT I
Qualmark Corporation
Trademark Schedule

U.S. Trademarks

File No.	Type	Country	Date Filed	Ser./App. No.	Issued Date	Term Length	Patent/Trademark Number	Status	Class
80006-020	Trademark	U.S.	02/14/98	75-077,367	2/20/1997		7,047,359	Registered	9
80006-023	Trademark	U.S.	02/30/98	75-438,016	4/11/2000		7,539,772	Registered	9
80006-047	Trademark	U.S.	03/16/98	75-073,252	5/20/1997		2,064,327	Registered	42
80006-048	Trademark	U.S.	10/17/98	75-133,076	1/8/1997		2,077,178	Registered	42
80006-068	Trademark	U.S.	04/04/98	75-083,850	2/11/1997		2,037,258	Registered	41,42
80006-122	Trademark	European	05/20/98	080971413	4-11-2000	6 YR	008571410	Registered	
Q001-23-032	Trademark	Japan	11/04/98	13-94027			4475641		9
Q001-23-033	Trademark	Japan	11/04/98	13-94028			4475668		9
Q001-23-034	Trademark	Japan	04/16/00	037624					42
Q001-23-032	Trademark	Taiwan	10/26/98	97251922					9
Q001-23-033	Trademark	Taiwan	10/26/98	97251921			936762		9