

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ValTech International, LLC | | 04/18/2007 | LIMITED LIABILITY COMPANY: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | MEI Geo, LLC | | |
| Street Address: | 1301 Wilson Drive | | |
| City: | West Chester | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19380 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2919005 | VTI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)857-6395 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (202) 857-6000 | | |
| Email: | queeno.laurel@arentfox.com | | |
| Correspondent Name: | Laurel E. Queeno, Arent Fox LLP | | |
| Address Line 1: | 1050 Connecticut Ave NW | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20036 | | |
| ATTORNEY DOCKET NUMBER: | 028800.00000 | | |
| NAME OF SUBMITTER: | Laurel E. Queeno | | |
| Signature: | /Laurel E. Queeno/ | | |
| Date: | 06/07/2007 | | |

CH \$40.00 2919005

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated April 18, 2007, is entered into by and among MEI Geo. LLC, a Delaware limited liability company ("Assignee"); ValTech International, LLC, a Nevada limited liability company ("VTHL"); ValTech Industries, LLC, a Nevada limited liability company ("VTI"); Validation Technologies (Far East) Ltd., a private limited company organized under the laws of Hong Kong ("VTC"); and Validation Technologies Handels GmbH, a limited liability company organized under the laws of Austria ("VTA"). VTHL, VTI, VTC and VTA may be referred to herein individually as an "Assignor" and collectively as "Assignors."

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the same date as this Assignment by and among Assignors, Assignee, and others, Assignors agreed to irrevocably assign to Assignee the entire right, title and interest in and to all Seller Intellectual Property (as defined in the Asset Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Asset Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all United States and foreign registered copyrights, copyright applications, unregistered copyrights, copyrightable works and software (including, without limitation, data, source codes, object codes, objects, specifications and related documentation) and mask works used or held for use in connection with the Business and/or in any Seller Product, including all applications, registrations and renewals in connection therewith, including, without limitation, the registrations and applications set forth on Exhibit A.

"Patents" means all patents and pending applications for patents of the United States and all countries foreign thereto owned by Assignors, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under letters patent, certificates of intention and utility models which have been opened for public inspection, all inventions (whether patentable or unpatentable and whether or not reduced to practice) and all improvements thereto, and all reissues, divisions, continuations and extensions thereof, including, without limitation, the patents and patent applications set forth on Exhibit B.

"Trademarks" means all United States and foreign registered trademarks and service marks, and all trademark and service mark applications, unregistered trademarks and service marks, trade dress, logos, trade names, fictitious names, brand names, brand marks, domain names and corporate names, together with all translations, adaptations, derivations and combinations thereof, used or held for use in connection with the Business and/or in any Seller Product, and any registrations, applications, and renewals thereof, whether foreign or domestic,

and any goodwill associated therewith, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C.

“Trade Secrets” means all United States and foreign trade secrets and confidential business information (including, without limitation, ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, proprietary rights, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) used or held for use in connection with the Business and/or in any Seller Product.

COPYRIGHTS

1. Assignors hereby sell, assign and transfer to Assignee all right, title and interest, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

2. Assignors shall cooperate with Assignee in any action Assignee reasonably requests that Assignors take in order to effectuate, carry out, or fulfill the parties’ intent and/or each Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

3. Assignors hereby sell, assign and transfer to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee’s sole name.

4. Assignors shall cooperate with Assignee in any action Assignee reasonably requests that Assignors take in order to effectuate, carry out, or fulfill the parties’ intent and/or each Assignor’s obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee’s sole discretion, to consolidate, confirm, vest and/or record Assignee’s full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or with domain name registrars.

PATENTS

5. Assignors hereby sell, assign and transfer to Assignee all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

6. Assignors shall cooperate with Assignee in any action Assignee reasonably requests that Assignors take in order to effectuate, carry out, or fulfill the parties' intent and/or each Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADE SECRETS

7. Assignors hereby sell, assign and transfer to Assignee all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. Assignors agree that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

GENERAL

9. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and permitted assigns.

11. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Illinois, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

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

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

MEI Geo, LLC

By: Michael A. Hayes
Name: Michael A Hayes
Title: President

ValTech International, LLC

By: _____
Name: _____
Title: _____

ValTech Industries, LLC

By: _____
Name: _____
Title: _____

Validation Technologies (Bar East) Ltd.

By: _____
Name: _____
Title: _____

Validation Technologies Handels GmbH

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

MEI Geo, LLC

By: _____
Name:
Title:

ValTech International, LLC
By: ADR Technologies, Inc., Manager

By: _____
Name: G. Peter Lee
Title: President

ValTech Industries, LLC
ValTech International, LLC, Manager
By: ADR Technologies, Inc., Manager

By: _____
Name: G. Peter Lee
Title: President

Validation Technologies (Far East) Ltd.,

By: _____
Name: G. Peter Lee
Title: Director

Validation Technologies Handels GmbH

By: _____
Name: G. Peter Lee
Title: Director

ACKNOWLEDGMENT

STATE OF PA.

Page 1 of 1

Michael A. Hayes, being duly sworn, says that he is the President of MLI Geo. LLC, a Delaware limited liability company and acknowledges that he did sign the Intellectual Property Assignment on behalf of MLI Geo. LLC, pursuant to due authority.

MLI Geo. LLC

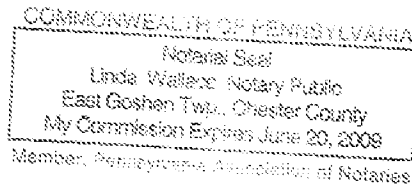
By: Michael A. Hayes
Name: Michael A Hayes
Title: President

Sworn to and subscribed
before me this 18 day
of April, 2007.

Linda Wallace
Notary Public

My commission expires June 20, 2009

(SEAL)



ACKNOWLEDGMENT

STATE OF : NEVADA

** President of ADR Technologies, Inc.

: ss. Manager of

G. Peter Lee, being duly sworn, says that he is the ** ValTech International, LLC, a Nevada limited liability company, and acknowledges that he did sign the Intellectual Property Assignment on behalf of ValTech International, LLC, pursuant to due authority.

ValTech International, LLC
By: ADR Technologies, Inc.

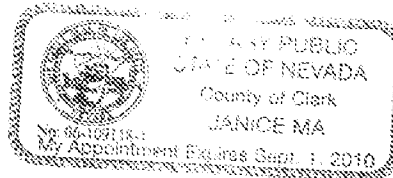
By: _____
Name: G. Peter Lee
Title: President

Sworn to and subscribed
before me this 18th day
of April, 2007.

Janice Ma
Notary Public

My commission expires: Sept 1, 2010

(SEAL)



ACKNOWLEDGMENT

**President of ADR Technologies, Inc.
Manager of ValTech International, LLC
Manager

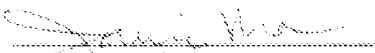
STATE OF : NEVADA

: ss.

G. Peter Lee, being duly sworn, says that he is the ** of ValTech Industries, LLC, a Nevada limited liability company, and acknowledges that he did sign the Intellectual Property Assignment on behalf of ValTech Industries, LLC, pursuant to due authority.

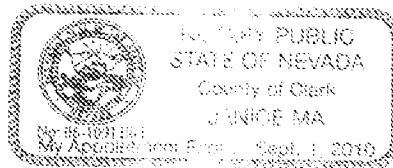
ValTech Industries, LLC
By: ValTech International, LLC, Manager
By: ADR Technologies, Inc., Manager
By: _____
Name: G. Peter Lee
Title: President

Sworn to and subscribed
before me this 18th day
of April, 2007.


Notary Public

My commission expires: Sept. 1, 2010

(SEAL)



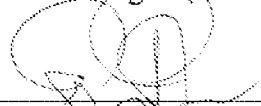
ACKNOWLEDGMENT

STATE OF : NEVADA

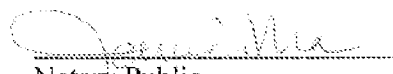
: ss.

G. Peter Lee, being duly sworn, says that he is ~~the~~ a Director of Validation Technologies (Far East) Ltd., a private limited company organized under the laws of Hong Kong, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Validation Technologies (Far East) Ltd., pursuant to due authority.

Validation Technologies (Far East) Ltd.

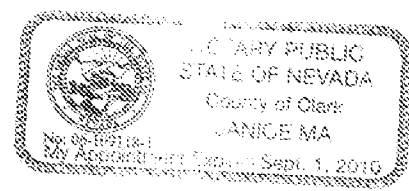
By: 
Name: G. Peter Lee
Title: Director

Sworn to and subscribed
before me this 18th day
of April, 2007.


Notary Public

My commission expires: Sept. 1, 2010

(SEAL)



ACKNOWLEDGMENT

STATE OF : NEVADA

: ss.

G. Peter Lee, being duly sworn, says that he is ~~the~~ a Director of Validation Technologies Handels GmbH, a limited liability company organized under the laws of Austria, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Validation Technologies Handels GmbH, pursuant to due authority.

Validation Technologies Handels GmbH

By: _____

Name: G. Peter Lee
Title: Director

Sworn to and subscribed
before me this 18th day
of April, 2007.

Janice Ma
Notary Public

My commission expires: Sept 1, 2010

(SEAL)

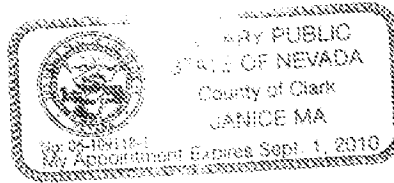


Exhibit C
Trademarks

REGISTERED TRADEMARKS

| Title | Owner | Filing Date | Registration No. | Issue Date | Action Due (w/in 120 days) | Due Date (w/in 139 days) | Country |
|--------------|-------|-------------|------------------|-------------|----------------------------|--------------------------|--------------------------|
| VT: + Design | VITL | 26-Nov-2003 | 2919035 | 15-Jan-2005 | None | None | United States of America |