

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
LaserGrade Computer Testing, Inc.		08/05/2004	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	LaserGrade, LP		
Street Address:	16821 SE McGillivray Blvd.		
Internal Address:	Ste. 201		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98683		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2577471	LASERGRADE	
Registration Number:	2581049	LASERGRADE COMPUTER TESTING	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2617		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jay.johnston@dechert.com		
Correspondent Name:	James J. Johnston		
Address Line 1:	Cira Centre, 2929 Arch Street		
Address Line 2:	Dechert LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
NAME OF SUBMITTER:	Kristina M. Case		
Signature:	/Kristina Case/		
Date:	07/31/2007		

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Total Attachments: 6

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ASSET PURCHASE AND CONTRIBUTION AGREEMENT

The parties to this Asset Purchase and Contribution Agreement dated August 5, 2004 are LASERGRADE COMPUTER TESTING, INC., a Washington corporation ("Seller"); JAMES AND MELANIE MILNER, the sole owners of the Seller ("Seller's Principals"); and LASERGRADE, LP, a limited partnership organized under the laws of the State of Delaware ("Purchaser") to acquire the assets and Business of Seller.

RECITALS:

- A. Seller's Principals own all of the stock in Seller.
- B. Seller owns a computerized occupational/professional assessment and testing business based in Vancouver, Washington (the "Business"). Seller wishes to contribute to Purchaser an undivided 3% interest in, and sell to Purchaser the remaining 97% interest in, the tangible and intangible assets used by it in the conduct of, or otherwise relating to, the Business as set forth more specifically in Section 1 below.
- C. Purchaser wishes to receive the undivided 3% interest in the assets in exchange for a partnership interest in Purchaser and to purchase Seller's remaining interest in such assets from Seller upon the terms and conditions stated in this Agreement, but not assume any liabilities of the Seller except as expressly stated in this Agreement. Seller wishes to sell and contribute such assets to Purchaser in exchange for the consideration contemplated hereby and to retain the liabilities not expressly assumed by Purchaser in this Agreement.
- D. Seller will receive a Series B Preferred equity interest in Purchaser pursuant to this Agreement, but all obligations of Purchaser hereunder are undertaken by Purchaser without input by Seller or Seller's Principals in Purchaser's due diligence or deliberations preceding this Agreement. Under no circumstances will the ownership interest of Seller excuse or modify any obligation of Purchaser hereunder nor will Seller or Seller's Principals be liable or responsible to any degree for the performance obligations of Purchaser hereunder, and the ownership interest in Purchaser by Seller or Seller's Principals shall not preclude Purchaser from enforcing all of Seller's or Seller's Principals' obligations and liabilities incurred hereunder.

In consideration of the premises and the representations, warranties and covenants contained herein, the parties agree as follows:

1. Contribution and Sale of Assets.

- 1.1 Contribution. Seller hereby contributes an undivided 3% interest in the Assets as described in Section 1.2 below, free of all Encumbrances, in a transaction intended by both parties to be a contribution of assets to a partnership without recognition of income or expense, in exchange for Series B Preferred Partnership Interests as described in Purchaser's Limited Partnership Agreement.

1.2 Sale of Assets. In addition to the contribution set forth in Section 1.1 above, Seller hereby sells, conveys, transfers and delivers to Purchaser, free of all Encumbrances, and Purchaser hereby purchases and accepts from Seller, all of Seller's remaining right, title and interest in and to all (with the exception of the Excluded Assets listed in Section 1.3 below) of Seller's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, used in the conduct of or relating to the Business, including the following:

1.2.1 all computer hardware, office equipment, tools, furniture, supplies, materials and other items of tangible personal property of every kind owned or leased by Seller (wherever located and whether or not carried on Seller's books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto;

1.2.2 all of the intangible rights and property of Seller, all intellectual property owned or licensed (as licensor or licensee) or used by Seller, including: (i) Seller's name, all assumed fictional business names, logos, trade names, registered and unregistered trademarks, service marks and applications (collectively, "Marks"); (ii) all registered and unregistered copyrights in both published works and unpublished works (collectively, "Copyrights"); (iii) all rights in mask works; (iv) all computer software and subsequent versions thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith ("Software"); (v) all know-how, trade secrets, confidential or proprietary information, customer lists, technical information, data, process technology, plans, drawings and blue prints (collectively, "Trade Secrets"); (vi) without representation that any patent rights exist, all rights of Seller to any patents, patent and petty patent applications, patent disclosures and all related continuation, continuation-in-part, divisional, reissue, re-examination, utility, model and design patents, patent and petty patent applications, patent and petty patent registrations and applications for patent and petty patent registrations, including all underlying inventions, and rights in designs, whether registered or unregistered; and (vii) all rights in internet web sites and internet domain names (collectively "Net Names"), and all rights and remedies against infringement thereof, and rights to protection of interests therein under the laws of all jurisdictions;

1.2.3 all inventories of vouchers for computerized tests owned by Seller;

1.2.4 (i) all trade accounts receivable and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of products sold or services rendered to customers of Seller; (ii) all other accounts or notes receivable of Seller and the full benefit of all security for such accounts or notes; and (iii) any claim, remedy or other right related to any of the foregoing;

4.19 Intellectual Property Rights.

4.19.1 Without representing that any of such intellectual property assets exist except as set forth on the Schedule, and with the express representation that Seller owns no patents or patent applications, Schedule 4.19.1 contains a complete and accurate list of all trademarks, service marks, trade names, material copyrights (including computer software programs), and registrations and applications for registration of copyrights, trademarks, service marks, trade names, trade dress and domain names owned by Seller and used in the conduct of the Business, specifying as to each such item, as applicable: (i) the owner of the item, (ii) the jurisdictions in which the item is issued or registered or in which any application for issuance or registration has been filed, (iii) the respective issuance, registration, or application number of the item, and (iv) the date of application and issuance or registration of the item.

4.19.2 Schedule 4.19.2 contains a complete and accurate list of any material licenses, sublicenses, consents and other agreements (whether written or otherwise) pertaining to any patents, industrial design rights, trademarks, service marks, trade names, trade dress, copyrights, mask works, trade secrets, computer software (other than commercially available, off-the-shelf software programs acquired at a cost of less than \$5,000), web site design, or other Intellectual Property used by Seller in the conduct of the Business. Seller is not, and to the knowledge of Seller and Seller's Principals, no other party is in breach of or default under any such license or other agreement, and except as set forth on Schedule 4.19.2, any such license or other agreement listed thereon is in full force and effect.

4.19.3 Seller owns or is licensed or otherwise has the right to use all Intellectual Property used in the operation of the Business as it is currently conducted. To the knowledge of Seller and Seller's Principals, the Business as currently conducted does not infringe, dilute, misappropriate or otherwise violate the Intellectual Property rights of any third party, or constitute unfair competition or trade practices under the laws of any jurisdiction, and no claim has been made, notice given, or dispute arisen to that effect. Seller has no pending claims that a third party has violated or infringed any of Seller's industrial design rights, trademarks, service marks, trade names, trade dress, copyrights, trade secrets or other Intellectual Property rights.

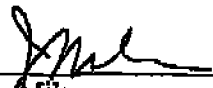
4.19.4 Schedule 4.19.4 contains a complete and accurate list of all Owned Software. Seller owns all right, title and interest in and to the Owned Software, free and clear of all claims, including claims or rights of joint owners and employees, agents, consultants or other parties involved in the development, creation, marketing, maintenance or enhancement of such computer software. No Owned Software has been licensed, sold, rented or otherwise transferred to any third party.


4.19.5 Schedule 4.19.5 contains a complete and accurate list of all material Licensed Software. For purposes of this Agreement, material Licensed Software shall include all third party software applications, software modules, developer toolkits, or other component software technology necessary to the management of the day-to-day business operations of the Business, including enterprise operating software, customer relationship

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase and Contribution Agreement as of the date first above written.

LASERGRADE COMPUTER TESTING, INC.

By 
James Milner
President


James Milner


Melanic Milner

LASERGRADE, LP

By: LaserGrade Investment Partners, LLC

By _____

TT Doc # 583245v5

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase and Contribution Agreement as of the date first above written.

LASERGRADE COMPUTER TESTING, INC.

By _____
James Milner
President

James Milner

Melanie Milner

LASERGRADE, LP

By: LaserGrade Investment Partners, LLC

By _____
Mary Mue

TF Doc # 583245v4



Schedule 4.19.1

Intellectual Property Rights

Identify all patents, patent applications, trademarks, service marks, trade names, material copyrights (including computer software programs), and registrations and applications for registration of copyrights, trademarks, service marks, trade names, trade dress and domain names owned by Seller and used in the conduct of the Business

	Owner	Jurisdictions issues or registered	Number	Date of application or issuance or registration
LASERGRADE – trademark	LaserGrade Computer Testing, Inc.	US PTO	2577471	June 11, 2002
LASERGRADE COMPUTER TESTING – servicemark	LaserGrade Computer Testing, Inc.	US PTO	2581049	June 18, 2002
LaserGrade Testing Engine – copyright for computer program	LaserGrade Computer Testing, Inc.	US	TX-5-260-254	August 4, 2000

The Seller is also transferring its domain name, www.lasergrade.com.