

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
MC TECHNOLOGIES LLC		11/01/2007	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	HAAS TCM INC.		
Street Address:	1646 WEST CHESTER PIKE		
Internal Address:	SUITES 30 AND 31		
City:	WEST CHESTER		
State/Country:	PENNSYLVANIA		
Postal Code:	19382		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1929805	TERMS	
CORRESPONDENCE DATA			
Fax Number:	(267)430-7514		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	610.640.5415		
Email:	machadol@pepperlaw.com		
Correspondent Name:	Jason M. Reiser		
Address Line 1:	Pepper Hamilton LLP		
Address Line 2:	400 Berwyn Park, 899 Cassatt Road		
Address Line 4:	Berwyn, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	REG. #1929805		
NAME OF SUBMITTER:	Lisa Machado		
Signature:	/Lisa1/		

OP \$40.00 1929805

TRADEMARK

Date:

12/31/2007

Total Attachments: 4

source=tmassign#page1.tif

source=tmassign#page2.tif

source=tmassign#page3.tif

source=tmassign#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made this 1 day of November, 2007, by MC TECHNOLOGIES, LLC, an Arizona limited liability company (the "*Assignor*"), in favor of HAAS TCM INC., a Pennsylvania corporation ("*Assignee*").

WHEREAS, Assignor owns the entire right, title and interest in and to certain United States trademarks, along with registrations for such trademarks more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "*Trademarks*") and the goodwill of the business associated therewith and all causes of action relating thereto;

WHEREAS, pursuant to an Asset Purchase Agreement between Assignee and Assignor dated as of October 25, 2007 (the "*Purchase Agreement*"), Assignor is required to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is executing and delivering this Assignment in connection with and in order to satisfy a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Certain Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor does hereby assign, transfer and deliver to Assignee, and Assignee hereby receives and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks and all rights associated therewith including, without limitation, the right to sue for past, present and future infringement thereof, together with the goodwill associated with the Trademarks and the business in connection with which the Trademarks have been used.
3. Nonimpairment of Purchase Agreement. Neither the making nor the acceptance of this Assignment shall modify or alter the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any rights, liabilities, duties or obligations enjoyed by or imposed upon either of them under the Purchase Agreement including without limitation, the representations and warranties thereof.
4. Registration. Assignor hereby authorizes and requests the Commissioner of the United States Patents and Trademarks Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various jurisdictions affected to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

5. Binding Effect and Governing Law. This Assignment is binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns, and shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict or choice of law rules of Pennsylvania or any other jurisdiction.

6. Counterparts; Amendment. This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of Assignor and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused its respective duly authorized representative to execute and deliver this Assignment as of the 1 day of November, 2007.

MC TECHNOLOGIES, LLC

By: [Signature]
Name: JOHN ROONEY
Title: CEO

STATE OF ARIZONA)
)
COUNTY OF Pima)

SS:

On this 01 day of November, 2007, before me personally appeared John F. Rooney, known to me (satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he or she, as the duly authorized Manager of MC Technologies, LLC executed the same for the uses and purposes therein set forth.

SEAL Notary Public: [Signature]

My commission expires: 05/02/10

 **PAULA HEARN**
Notary Public - Arizona
Pima County
Expires 05/02/10

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark	Registration Number	Registration Date	Jurisdiction
MAXCOM (stylized)	3,003,870	4 October 2005	
HAZTRACK	2,609,886	20 August 2002	
TERMS	1,929,805	24 October 1995	
LINDEN	1,996,202	20 August 1996	
NET MSDS	2,541,944	19 February 2002	

#8908384 v1 (12/21/07) 26