

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
Assured Calibration and Laboratory Accreditation Select Services, LLC		09/25/2007	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	ANSI-ASQ NATIONAL ACCREDITATION BOARD, LLC		
Street Address:	600 North Plankinton Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53203		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77214221	ACCLASS	
Registration Number:	2569557	ACCLASS	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-298-1000		
Email:	klee@reinhardtllaw.com		
Correspondent Name:	Kent A. Lee		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 2100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	10373 & 10374		
NAME OF SUBMITTER:	Kent A. Lee		
Signature:	/Kent A. Lee/		

CH \$65.00 77214221

Date:

03/18/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the ~~15th~~ day of September, 2007 (the "Effective Date"), from ASSURED CALIBRATION AND LABORATORY ACCREDITATION SELECT SERVICES, LLC, an Ohio limited liability company (the "Assignor") to ANSI-ASQ NATIONAL ACCREDITATION BOARD, LLC, a Wisconsin limited liability company (the "Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of a certain trademark registration and a certain trademark application (the "Trademarks").

B. Pursuant to an Asset Purchase Agreement dated September 19, 2007 between Assignor and Assignee (the "Asset Purchase Agreement"), Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor hereby assigns the Trademarks to Assignee as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registration and trademark application listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's rights, title and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. Further Assurances. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment. Assignor hereby authorizes representatives of Assignee to record this Assignment with the United States Patent and Trademark Office.

4. General Provisions.

4.1 Merger and Integration. This Assignment represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Assignor acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein or in the Asset Purchase Agreement.

4.2 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Asset Purchase Agreement and nothing herein contained is intended to modify the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

4.3 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

4.4 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

4.5 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

4.6 Facsimile Signatures. This Assignment may be signed by facsimile, and a facsimile signature shall be binding, but Assignor shall provide Assignee with an originally signed copy of the Assignment as soon as possible thereafter.

4.7 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

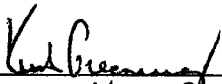
4.8 Recitals. Assignor agrees that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

4.9 Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Wisconsin, regardless of such state's conflict of laws principles.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Assignor hereto as of the date first written above.


ASSIGNOR:

ASSURED CALIBRATION AND
LABORATORY ACCREDITATION
SELECT SERVICES, LLC.

BY 
Name Keith Greenaway
Title President/CEO

ASSIGNEE:

ANSI-ASQ NATIONAL
ACCREDITATION BOARD, LLC

BY 
Name Richard H. King
Title President

APPENDIX A

ASSIGNED TRADEMARKS

Trademark Name	Country	Serial Number	Registration Number	Registration Date
AClass	United States	76135294	2569557	5/14/2002
AClass (and design)	United States	77214221		

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