

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/08/2003

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Environmental Microbiology Laboratory, Inc.		11/21/2003	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	TestAmerica Environmental Microbiology Laboratory, Inc.
Street Address:	4101 Shuffel Street, NW
City:	North Canton
State/Country:	OHIO
Postal Code:	44720
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3411699	EMLAB
Registration Number:	3411700	·EMLAB· ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC

**CORRESPONDENCE DATA**

Fax Number: (248)641-0270  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2486411600  
 Email: docketingtm@hdp.com  
 Correspondent Name: H. Keith Miller  
 Address Line 1: P.O. Box 828  
 Address Line 4: Bloomfield Hills, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	0534S-200046
NAME OF SUBMITTER:	Nels D. Jacobson

**TRADEMARK**

Signature:	/ndj3jr49/
Date:	06/27/2008
<b>Total Attachments: 18</b> source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page1.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page2.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page3.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page4.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page5.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page6.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page7.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page8.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page9.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page10.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page11.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page12.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page13.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page14.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page15.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page16.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page17.tif source=Agreement of Merger TestAmerica Environmental Microbiology Laboratory#page18.tif	

**State of California**  
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 17 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 19 2006

BRUCE McPHERSON  
Secretary of State

2128365

ARTICLES OF INCORPORATION

Of

ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.

FILED

In the office of the Secretary of State  
of the State of California

DEC 21 1998

I

*Bill Jones*  
BILL JONES, Secretary of State

The name of this corporation is Environmental Microbiology Laboratory, Inc.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

David Gallup  
1800 Sullivan Avenue, Suite 209  
Daly City, CA 94015

IV

The corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total number of such shares that this corporation is authorized to issue is 1,000.

V

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VI

The corporation is authorized to indemnify the agents (as defined in Section 317 of the Corporations Code) of the corporation to the fullest extent permissible under California law.

Dated: December 17, 1998

*Linda Kaufman*  
Linda Kaufman, Incorporator

TRADEMARK

REEL: 003807 FRAME: 0746

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement") is made and entered into as of November 21, 2003, by and among Environmental Microbiology Laboratory, Inc., a California corporation (the "Company"), David Gallup (the "Stockholder"), TestAmerica Environmental Services LLC, a Delaware limited liability company (the "Buyer"), and EMLab Merger Corp., a California corporation and wholly owned Subsidiary of Buyer ("Merger Sub").

WHEREAS, Stockholder owns all of the issued and outstanding capital stock of the Company (the "Shares"); and

WHEREAS, the Board of Managers of the Buyer and the respective Boards of Directors of Merger Sub and the Company have approved this Agreement, the merger of Merger Sub with and into the Company (the "Merger") and the related transactions contemplated hereby, upon the terms and subject to the conditions set forth herein.

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

## ARTICLE I

CERTAIN DEFINITIONS

1.1 Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below:

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and such "control" will be presumed if any Person owns 10% or more of the voting capital stock or other ownership interests, directly or indirectly, of any other Person.

"Affiliated Group" means an affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law) of which the Company is or has been a member.

"AHL" means American Home Laboratories, Inc., a California corporation and wholly owned Subsidiary of the Company.

"Applicable Rate" means the prime rate of interest reported from time to time in The Wall Street Journal.

FILED *AM*

the office of the Secretary of State  
of the State of California

- 1 -

DEC 08 2003

*Kevin Shelley*  
KEVIN SHELLEY, Secretary of State

TRADEMARK

REEL: 003807 FRAME: 0747

"Class A Units" means Class A Units of Buyer having the rights and obligations set forth in the LLC Agreement.

"Closing" means the closing of the transactions contemplated by this Agreement.

"Closing Date" means the date and time of the Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and any reference to any particular Code section shall be interpreted to include any revision of or successor to that section regardless of how numbered or classified.

"D&O and E&O Policies" means the director and officer liability insurance and the errors and omissions liability insurance maintained by the Surviving Corporation.

"GAAP" means United States generally accepted accounting principles, as in effect from time to time.

"Indebtedness" means, with respect to the Company and AHL at any date, without duplication: (i) all purchase money indebtedness (including all capital lease obligations determined in accordance with GAAP), (ii) all notes and accounts payable to any Affiliates of the Company (other than compensation in the ordinary course of business), (iii) all delinquent unpaid Taxes and all accrued but unpaid Taxes to the extent currently due and payable, (iv) all obligations for borrowed money or in respect of loans or advances, (v) all obligations evidenced by bonds, debentures, notes or other similar instruments or debt securities, (vi) all obligations in respect of letters of credit and bankers' acceptances issued for the account of the Company or AHL, (vii) all indebtedness for the deferred purchase price of property or services with respect to which the Company or AHL is liable, contingently or otherwise, as obligor or otherwise (including trade payables which are more than 90 days past their invoice due date but excluding trade payables which are less than 90 days past their invoice due date and excluding accruals of employee compensation, paid time off and other employee benefits), (viii) all contingent liabilities, (ix) all liabilities incurred outside the ordinary course of business, (x) all Guaranties of such Person in connection with any of the foregoing and (xi) all accrued interest, prepayment premiums or penalties related to any of the foregoing; provided, however, that the term Indebtedness shall not include (a) the payments made by the Company pursuant to Section 3.4 below, (b) any intercompany obligations of either the Company or AHL to the other; or (c) any individual equipment leases having a total rental obligation of less than \$5,000, up to an aggregate amount under this clause (c) of \$15,000; provided, further, that, for the purpose of calculating the Closing Indebtedness for the purpose of Section 3.3 hereof, the term "Indebtedness" shall exclude any and all present and contingent liabilities of the Company under, or with respect to, the following: (a) the \$500,000 line of credit of the Company from Wells Fargo Bank, except to the extent any amount is drawn down thereunder and remains unpaid at the Effective Time, (b) the \$100,000 letter of credit issued by Wells Fargo Bank on behalf of the Company for the benefit of Kearny Scripps IV, LLC, (c) all amounts payable by the Company to Kearny Scripps IV, LLC under its Realty Lease with respect to the premises located at 10636

Scripps Summit Court in San Diego, California, (d) the Promissory Note and (e) all payments to be made by the Company under the Retention Agreements.

**"Person"** means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or governmental entity (whether federal, state, county, city or otherwise and including any instrumentality, division, agency or department thereof).

**"Post-Closing Merger Consideration"** shall mean an amount, if any, disbursed to the Stockholder in accordance with Section 3.7(d) below.

**"Securities Act"** means the Securities Act of 1933, and regulations promulgated thereunder, as amended, or any similar federal law then in force.

**"Subsidiary"** means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a partnership, limited liability company, association or other business entity, either (A) a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof, or (B) such Person is a general partner, managing member or managing director of such partnership, limited liability company, association or other entity.

**"Tax"** means any (i) federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee, withholding or other tax of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing; (ii) liability of the Company or AHL for the payment of any amounts of the type described in clause (i) above arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included (or required to be included) in any Tax Return relating thereto); and (iii) liability of the Company or AHL for the payment of any amounts of the type described in clause (i) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

**"Tax Returns"** means returns, declarations, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information) filed or required to be filed in connection with the determination, assessment or

collection of any Taxes of any Person or the administration of any laws, regulations or administrative requirements relating to any Taxes.

"Transaction Expenses" means all costs, fees and expenses incurred by the Company or the Stockholder prior to the Closing in connection with the transactions contemplated by this Agreement.

Any other capitalized term used herein but not otherwise defined has the meaning ascribed to such term in the Agreement and Plan of Merger, dated as of the date hereof, by and among the Company, the Stockholder, the Buyer and Merger Sub (the "Agreement and Plan of Merger").

## ARTICLE II

### THE MERGER AND RELATED MATTERS

2.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the relevant provisions of the California General Corporation Law ("CGCL"), Merger Sub shall be merged with and into the Company at the Effective Time. At the Effective Time, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation (as such, the "Surviving Corporation") and a wholly owned Subsidiary of Buyer.

2.2 Effective Time. The Merger shall be effective at such time as this Agreement is filed with the Secretary of State of the State of California (the time the Merger becomes effective being the "Effective Time").

2.3 Effects. The Merger shall have the effects set forth in Section 1107 of the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of the Company and the Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company and the Merger Sub shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

2.4 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be amended and restated at the Effective Time as set forth on Exhibit I attached hereto, and, as so amended, shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended in accordance with the provisions thereof and applicable law.

2.5 Directors. The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.



2.6 Officers. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

### ARTICLE III

#### CONVERSION OF SHARES; PAYMENT

3.1 Effect on Capital Stock of Merger Sub. At the Effective Time, each issued and outstanding share of capital stock of Merger Sub shall be converted into and become one fully paid and nonassessable share of common stock, par value \$0.01 per share, of the Surviving Corporation.

3.2 Effect on Capital Stock of Company.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of capital stock of the Company or Merger Sub, each Share (other than any shares to be cancelled pursuant to Section 3.2(c) below) outstanding as of the Effective Time by virtue of the Merger and without any act on the part of the holder thereof, shall be cancelled and converted automatically into a right to receive (A) a Pro Rata Portion of the Estimated Cash Price, such "Pro Rata Portion" shall be equal to one (1) divided by the total number of Shares outstanding as of the Closing Date, (B) a Pro Rata Portion of the Non-Cash Price and (C) a Pro Rata Portion of the Post-Closing Merger Consideration, if any;

(b) Each holder of Shares shall thereafter cease to have any rights as a stockholder of the Company, other than, upon surrender of the certificates evidencing such holder's Shares, rights to receive, with respect to such Shares, the Cash Price, the Non-Cash Price and the Post-Closing Merger Consideration.

(c) At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of capital stock of the Company or Merger Sub, each Share held in the treasury of the Company immediately prior to the Effective Time shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto.

3.3 Payment to Stockholder at Closing.

(a) Cash Price and Non-Cash Price. The "Non-Cash Price" shall equal 24,118 Class A Units. The "Cash Price" shall be an amount equal to \$2,598,368, minus (A) an amount equal to the aggregate amount of all Indebtedness of the Company and AHL existing as of the Closing (the "Closing Indebtedness") and minus (B) Transaction Expenses and the costs of D&O and E&O Policies, in the aggregate, in excess of \$150,000 (the "Excess Stockholder Expenses").

(b) Estimated Cash Price. The Cash Price paid pursuant to Section 3.3(a) above shall be as estimated in good faith by the Company (including an estimate of the Closing

Indebtedness and the Excess Stockholder Expenses (collectively, the "Price Components")), not less than two days prior to the Closing (the "Estimated Cash Price"). Buyer may object to the Company's estimate of the Price Components and the resulting Estimated Cash Price, in which case the Company and Buyer shall negotiate in good faith to determine the estimated Price Components and the resulting Estimated Cash Price. If the Company and Buyer cannot agree on the estimated Price Components, then the estimated Price Components shall be deemed to be equal to an average of the Company's and Buyer's respective good faith determinations thereof and the Estimated Cash Price shall be adjusted accordingly.

3.4 Additional Payments. In addition to the payments made to Stockholder pursuant to Section 3.3 above, at Closing:

- (a) Buyer shall cause the Surviving Corporation to pay a brokerage fee to Armor Inspection Service, LLC in the amount of \$90,000;
- (b) Buyer shall cause the Surviving Corporation to pay the Transaction Expenses; and
- (c) Buyer shall cause the Surviving Corporation to pay the costs of the D&O and E&O Policies.

3.5 Exchange of Certificates.

(a) At the Effective Time, each holder of Shares shall be entitled to receive the Cash Price and the Non-Cash Price in exchange for the delivery to Buyer of stock certificates evidencing such Shares duly endorsed for transfer or accompanied by appropriate transfer documents, together with appropriate transfer stamps, if any, affixed thereto. The Cash Price for such Shares shall be paid by Buyer or Merger Sub, by wire transfer of immediately available funds to an account or accounts that is specified by Stockholder at least two business days prior to the Closing.

3.6 No Further Ownership Rights in Shares; Transfer Books. The Cash Price, Non-Cash Price and Post-Closing Merger Consideration paid in accordance with the terms of this Article III upon conversion of any Shares shall be deemed to have been paid in full satisfaction of all rights pertaining to such Shares, and after the Effective Time there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of Shares that were outstanding immediately prior to the Effective Time.

3.7 Post-Closing Merger Consideration.

(a) Within 120 days following the Closing Date, the Surviving Corporation shall deliver to the Stockholder a calculation of the Cash Price (in its final and binding form determined as provided in Section 3.7(c) below, the "Cash Price Statement") as of the end of the business day immediately preceding the Closing Date, setting forth the Price Components and the resulting Cash Price calculated with reference to such amounts. The Cash Price Statement

shall include all known adjustments required in a year-end closing of the books and shall be prepared in accordance with GAAP. The Stockholder shall cooperate as reasonably requested in connection with the preparation of the Cash Price Statement.

(b) During the 60-day period immediately following the Stockholder's receipt of the Cash Price Statement, the Stockholder shall be permitted to review the Surviving Corporation's books and records and the Surviving Corporation's working papers related to the preparation of the Cash Price Statement and determination of the Cash Price. The Cash Price Statement shall become final and binding upon the parties 60 days following the Stockholder's receipt thereof, unless the Stockholder shall give written notice of its disagreement (a "Notice of Disagreement") to Buyer prior to such date. Any Notice of Disagreement shall specify in reasonable detail the nature and dollar amount of any disagreement so asserted and shall be delivered only if (and to the extent that) the Stockholder reasonably and in good faith determines that the Cash Price Statement and the resulting Cash Price calculated with reference thereto delivered by the Surviving Corporation has not been determined in accordance with the guidelines and procedures set forth in this Agreement. If a timely Notice of Disagreement is received by Buyer, then the Cash Price Statement (as revised in accordance with clause (x) or (y) below) shall become final and binding upon the parties on the earliest of (x) the date the parties resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (y) the date all matters in dispute are finally resolved in writing by the Accounting Firm (defined below). During the 60 days following delivery of a Notice of Disagreement, the parties shall seek in good faith to resolve in writing any differences which they have with respect to the matters specified in the Notice of Disagreement. Following delivery of a Notice of Disagreement, Buyer and its agents and representatives shall be permitted to review the Stockholder's and its agents' and representatives' working papers (other than working papers or portions thereof containing information subject to attorney-client privilege) relating to the Notice of Disagreement.

(c) At the end of the 60-day period referred to above, the parties shall submit to a mutually satisfactory independent "big-four" accounting firm (other than Ernst & Young LLP and the Company's accountants prior to the Closing) for review and resolution of all matters (but only such matters) that remain in dispute and that were properly included in the Notice of Disagreement. If the parties are unable to mutually agree upon an accounting firm, Buyer and the Stockholder shall select by lot a "big-four" accounting firm (other than Ernst & Young LLP and the Company's accountants prior to the Closing). The parties shall instruct the accounting firm ultimately agreed upon or selected by lot under this Section 3.7(c) (the "Accounting Firm") to make a final determination of the Price Components and the resulting Cash Price calculated with reference to such amounts to the extent such amounts are in dispute, in accordance with the guidelines and procedures set forth in this Agreement. The parties will cooperate with the Accounting Firm during the term of its engagement. The parties shall instruct the Accounting Firm to not assign a value to any item in dispute greater than the greatest value for such item assigned by Buyer, on the one hand, or the Stockholder, on the other hand, or less than the smallest value for such item assigned by Buyer, on the one hand, or the Stockholder, on the other hand. The parties shall also instruct the Accounting Firm to make its determination based solely

on presentations by Buyer and the Stockholder which are in accordance with the guidelines and procedures set forth in this Agreement. The Cash Price Statement and the determination of the Price Components shall become final and binding on the parties on the date the Accounting Firm delivers its final resolution in writing to the parties (which final resolution shall be requested by the parties to be delivered not more than 45 days following submission of such disputed matters), absent manifest clerical errors. The fees and expenses of the Accounting Firm shall be allocated by the Accounting Firm between Buyer and the Stockholder based on the percentage which the portion of the contested amount not awarded to each party bears to the amount actually contested by such party.

(d) Promptly after the Cash Price Statement and the determination of the Price Components and the resulting Cash Price calculated with reference to such amounts become final and binding on the parties under Section 3.7(c) above, the Estimated Cash Price shall be recalculated by giving effect to the final and binding Price Components (as recalculated, the "Final Cash Price"). If the Estimated Cash Price is greater than the Final Cash Price, the Stockholder shall, and if the Final Cash Price is greater than the Estimated Cash Price, Buyer shall cause the Surviving Corporation to, within five business days after the Cash Price Statement becomes final and binding on the parties, make payment by wire transfer to Buyer or the Stockholder, as the case may be, in immediately available funds of the amount of such difference, together with interest thereon at a rate per annum equal to the Applicable Rate, calculated on the basis of the actual number of days elapsed over 360, from the Closing Date to the date of payment, compounded annually.

3.8 Earnout Consideration. In addition to the other amounts described herein, the Surviving Corporation shall pay an additional amount to David Gallup based on the Surviving Corporation's EBITDA during the twelve-month periods ending December 31, 2004, 2005 and 2006 (each an "Earnout Period"). The amount (if any) paid with respect to each Earnout Period shall be determined in accordance with the Agreement and Plan of Merger.

#### ARTICLE IV

##### MISCELLANEOUS

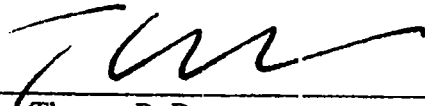
4.1 Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile signature pages), all of which taken together shall constitute one and the same instrument.

4.2 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal law of the State of California without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of California.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger on the date first written above.


TESTAMERICA ENVIRONMENTAL SERVICES LLC

By:   
Name: Thomas R. Barr  
Title: Vice President and Assistant Secretary

ENVIRONMENTAL MICROBIOLOGY  
LABORATORY, INC.

By: \_\_\_\_\_  
Name: David Gallup  
Title: Chairman of the Board and Secretary

EMLAB MERGER CORP.

By:   
Name: Thomas R. Barr  
Title: President and Secretary

\_\_\_\_\_  
David Gallup

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger on the date first written above.

TESTAMERICA ENVIRONMENTAL SERVICES L.L.C.

By: \_\_\_\_\_  
Name: Thomas A. Barr  
Title: Vice President and Assistant Secretary

ENVIRONMENTAL MICROBIOLOGY  
LABORATORY, INC.

By: D Gallup  
Name: David Gallup  
Title: Chairman of the Board and Secretary

EMLAB MERGER CORP.

By: \_\_\_\_\_  
Name: Thomas A. Barr  
Title: President and Secretary

D Gallup  
David Gallup

TRADEMARK

REEL: 003807 FRAME: 0756

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.**

**ARTICLE ONE**

The name of the corporation is TestAmerica Environmental Microbiology Laboratory, Inc.

**ARTICLE TWO**

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**ARTICLE THREE**

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is one thousand (1,000) shares of Common Stock, par value \$0.01 per share.

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

David Gallup hereby certifies that:

1. He is the Chairman of the Board and Secretary of Environmental Microbiology Laboratory, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and the sole Shareholder of the Corporation.
3. The Shareholder approval was by the holder of 100% of the outstanding shares of the Common Stock of the Corporation.
4. There is only one class of shares of stock outstanding: 100 shares of Common Stock.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: November 26, 2003

  
\_\_\_\_\_  
David Gallup



## CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Thomas R. Barr, hereby states and certifies that:

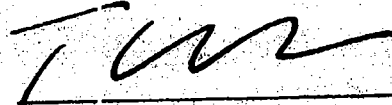
1. He is the President and Secretary, respectively, of EMLab Merger Corp., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and the shareholders of the Corporation.
3. There is only one class of shares and one hundred shares of common stock issued and outstanding.
4. The shareholder percentage vote required for the aforesaid approval was 100%.
5. The principal terms of the Agreement of Merger in the form attached were approved by the Corporation by a vote of 100% of the outstanding shares.
6. Equity securities of TestAmerica Environmental Services LLC, the parent of the Corporation, will be issued in connection with merger. No vote of the unitholders of TestAmerica Environmental Services LLC is required to approve the Agreement of Merger or the merger.

TRADEMARK

REEL: 003807 FRAME: 0759

On the date set forth below, in the City of Asheville, in the State of North Carolina, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Signed on NOV 26, 2003.



Name: Thomas R. Barr

Title: President



Name: Thomas R. Barr

Title: Secretary

TRADEMARK

REEL: 003807 FRAME: 0760

2128365

A0619419

FILED NG

In the office of the Secretary of State  
of the State of California

OCT 28 2004

*Kevin Shelley*  
KEVIN SHELLEY, Secretary of State

SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.

The undersigned certify that:

1. They are the president and secretary, respectively, of TestAmerica Environmental Microbiology Laboratory, Inc., a California corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

**Article I**

The name of this corporation is TestAmerica Environmental Microbiology Laboratory, Inc.

**Article II**

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**Article III**

This corporation is authorized to issue one classes of stock, designated "Common Stock". The total number of shares of Common Stock this corporation is authorized to issue is one thousand (1,000) shares of Common Stock, par value \$0.01 per share.

**Article IV**

A. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. Indemnification of Corporate Agents. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, votes of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this corporation and its shareholders.

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C. **Repeal or Modification.** Any repeal or modification of the foregoing provisions of this Article IV shall not adversely affect any right or protection of an agent of this corporation relating to acts or omissions occurring prior to such repeal or modification.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.

4. The said Amended and Restated Articles of Incorporation have been duly approved by the required vote of the shareholders of the Corporation entitled to vote in accordance with the Articles of Incorporation of this Corporation and Sections 902 and 903 of the California Corporations Code. The total number of shares entitled to vote with respect to the foregoing Amended and Restated Articles of Incorporation was 100 shares of Common Stock. The number of shares voting in favor of the Amended and Restated Articles of Incorporation equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares of Common Stock.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: October 28, 2004



David Bell, President



Thomas Barr, Secretary

