

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
Elliott Laboratories, Inc.		06/06/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Elliott Laboratories, LLC		
Street Address:	24007 Ventura Boulevard		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2824724	ELLIOTT	
Registration Number:	2833984	E	
Registration Number:	3265746	SIMPLIFYING THE WORLD OF COMPLIANCE	
CORRESPONDENCE DATA			
Fax Number:	(714)513-5130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714.513.5100		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Sheppard Mullin Richter & Hampton LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Fourth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	0LFJ-135115		
NAME OF SUBMITTER:	Terry Contreras		

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Signature:	/tc/
Date:	07/09/2008
Total Attachments: 4 source=elliott Trademark Assignment#page1.tif source=elliott Trademark Assignment#page2.tif source=elliott Trademark Assignment#page3.tif source=elliott Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of June ____, 2008, by and between Elliott Laboratories, Inc., a California corporation ("Assignor"), and Elliott Laboratories, LLC, a California limited liability company formerly known as ELA, LLC ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Agreement And Plan of Merger (the "Merger Agreement") dated as of June 5, 2008, by and among National Technical Systems, Inc., a California corporation ("Parent"), NTS Acquisition Corp., a California corporation and wholly owned subsidiary of Parent ("Merger Subsidiary"), Assignee, Assignor, the holders of 100% of the outstanding capital stock of Assignor (the "Shareholders"), and Gerard J. Grenier in his capacity as the Shareholders' Representative whereby the Merger Subsidiary will merge with and into Assignor; and, as soon as practicable thereafter, Assignor will merge with and into Assignee;

WHEREAS, in connection with the Merger, Assignee is the successor to all of Assignor's assets, including without limitation the trademarks set forth on Exhibit A attached hereto (such trademarks are collectively referred to herein as the "Marks"), along with the goodwill of Assignor's business symbolized thereby, and the portion of Assignor's business to which the Marks pertain; and

WHEREAS, the parties wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's existing and ongoing business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. Assignor and its successors and assigns shall execute and deliver to Assignee any further documents or instruments and shall take any reasonable actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

Assignor: **ELLIOTT LABORATORIES, INC.**

Assignee: **ELLIOTT LABORATORIES, LLC**



Edward J. PAVLU III
President + CEO

[Trademark Assignment Signature Page]

**TRADEMARK
REEL: 003812 FRAME: 0426**

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

Assignor: **ELLIOTT LABORATORIES,
INC.**

Assignee: **ELLIOTT LABORATORIES,
LLC**

Douglas M. Bunker

[Trademark Assignment Signature Page]

**TRADEMARK
REEL: 003812 FRAME: 0427**

EXHIBIT A



Mark	Class	Serial No.	Registration No.
 Elliott	9	76/500,884	2,824,724
	42	76/500,850	2,833,984
SIMPLIFYING THE WORLD OF COMPLIANCE	42	78/454,970	3,265,746

Exhibit A