

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
I.Q. Scientific Instruments, Inc.		11/02/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ParTech, Inc.		
<b>Street Address:</b>	8383 Seneca Turnpike		
<b>City:</b>	New Hartford		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13413		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3116068	IQUALITY THE PAPERLESS HACCP AND INSPECTION SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(315)218-8100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	315-218-8515		
<b>Email:</b>	bskpto@bsk.com		
<b>Correspondent Name:</b>	George R. McGuire		
<b>Address Line 1:</b>	Bond Schoeneck & King, PLLC		
<b>Address Line 2:</b>	One Lincoln Center		
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202		
<b>ATTORNEY DOCKET NUMBER:</b>	PARTECH		
<b>NAME OF SUBMITTER:</b>	George R. McGuire		
<b>Signature:</b>	/George R. McGuire/		

CH \$40.00 3116068

Date:

09/05/2008

Total Attachments: 2

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### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT effective as of the 2nd day of November, 2006 by I. Q. SCIENTIFIC INSTRUMENTS, INC. a California corporation with a place of business at 2075-E Corte Del Nogal, Carlsbad, California 92009 ("Assignor") in favor of PARTECH, INC., a New York corporation with a place of business at 8383 Seneca Turnpike, New Hartford, New York 13413 ("Assignee").

WHEREAS, Assignor has adopted and used in its business the fictitious names, logos, designs, domain names, common law trademarks and service marks and trademark and service mark registrations and applications listed on the attached Schedule A (hereinafter referred to as the "Mark") in conjunction with its paperless hazard analysis and critical control point system used in the food service and hospitality business ("iQuality Business"), which Business has been sold, assigned and transferred to Assignee effective as of the effective date hereof; and

WHEREAS, Assignor, in conjunction with the sale of the iQuality Business to Assignee, has agreed to assign, sell, transfer and convey to Assignee all rights which Assignor may have in and to the Mark and any applications or registrations therefor, together with the goodwill of the business in connection with which the Mark is used and which are symbolized by the Mark, along with the right to recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey unto Assignee, all right, title and interest in and to the Mark, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, including, but not limited to, the use of the Mark in any manner; and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past infringement and any and all causes of action of Assignor with respect to or arising out of the Mark, along with the right to recover damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Assignment Agreement for and on behalf of Assignor as of the day and year first above written.

I. Q. SCIENTIFIC INSTRUMENTS, INC.

By: *Malcolm Mitchell*

Its: *President*

**SCHEDULE A**

**TRADEMARKS**

	Serial Number	Reg. Number	Word Mark
1	78460796	3116068	IQUALITY THE PAPERLESS HACCP AND INSPECTION SYSTEM

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