

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
TESTAMERICA LABORATORIES, INC.		02/11/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Q.E.D. ENVIRONMENTAL SYSTEMS, INC.		
<b>Street Address:</b>	4101 Shuffel Street		
<b>City:</b>	North Canton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44720		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1892052	SOS	
Registration Number:	1898576	AP	
Registration Number:	1872234	AUTO PUMP	
Registration Number:	2047057	GENIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)899-0383		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-456-8400		
<b>Email:</b>	maierse@gtlaw.com		
<b>Correspondent Name:</b>	Eric J. Maiers/Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 West Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1732		
<b>ATTORNEY DOCKET NUMBER:</b>	072034.011200		

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**900154565**

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 REEL: 004147 FRAME: 0700**

NAME OF SUBMITTER:	Eric J. Maiers
Signature:	/Eric J. Maiers/
Date:	02/11/2010
Total Attachments: 2 source=Trademark_Assignment#page1.tif source=Trademark_Assignment#page2.tif	

## TRADEMARK ASSIGNMENT

WHEREAS, **TESTAMERICA LABORATORIES, INC.**, (ASSIGNOR), a Delaware corporation with a business address at 4101 Shuffel Street NW, North Canton, OH 44720., has agreed to sell and assign to **Q.E.D. ENVIRONMENTAL SYSTEMS, INC.**, (ASSIGNEE), a Michigan corporation with a business address at 4101 Shuffel Street NW, North Canton, OH 44720, its successors, assigns, nominees, or other legal representatives, the entire right, title, interest, and goodwill in and to the trademarks/service marks identified on attached Exhibit A (collectively, the "Trademarks").

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

1/14 In WITNESS WHEREOF, Assignor has caused this instrument to be executed on this day of February, 2010.

TESTAMERICA LABORATORIES, INC. (Assignor)

By: Rachel Brydon Jannetta  
(signature)

Printed Name: Rachel Brydon Jannetta

Title: President & CEO

EXHIBIT A

TRADEMARKS

Mark	Appn. No	Filing Date	Reg. No.	Reg. Date	Country
SOS	74436384	9/17/1993	1892052	5/2/1995	US
AP	74436765	9/17/1993	1898576	6/13/1995	US
Auto Pump	74436773	9/17/1993	1872234	1/10/1995	US
Genie	74676014	5/15/1995	2047057	3/25/1997	US