

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest Recorded at Reel 3839, Frame 0093

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as Resigning Administrative Agent		02/12/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Successor Administrative Agent
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1712557	METCO ENVIRONMENTAL
Serial Number:	74229601	METCO ENVIRONMENTAL
Serial Number:	76640437	WATER-TO-WEB
Serial Number:	76640432	RETRIEVER
Serial Number:	76629894	IRON HORSE
Serial Number:	75101859	FERRET
Serial Number:	75030935	E-Z TRAY
Serial Number:	74277268	MICRO PURGE
Serial Number:	74147547	QUICK FILTER
Serial Number:	73784710	PULSE PUMP
Serial Number:	73505574	SAMPLE PRO
Serial Number:	73499218	PURGE MIZER
Serial Number:	73402513	WELL WIZARD
Serial Number:	75046551	E-Z STACKER

OP \$1190.00 1712557

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**TRADEMARK
 REEL: 004150 FRAME: 0307**

Serial Number:	78937959	10 MINUTE MOLD TEST
Serial Number:	77214743	TESTAMERICA THE LEADER IN ENVIRONMENTAL TESTING
Serial Number:	76636014	STL
Serial Number:	76539789	LEADERS IN ENVIRONMENTAL TESTING
Serial Number:	76539757	SEVERN TRENT STL
Serial Number:	75768328	TESTAMERICA
Serial Number:	75768959	TESTAMERICA
Serial Number:	75325675	EN CORE
Serial Number:	74676014	GENIE
Serial Number:	74436773	AUTO PUMP
Serial Number:	74436765	AP
Serial Number:	74436384	SOS
Serial Number:	76571363	ACCUCORE
Serial Number:	75744239	TERRA CORE
Serial Number:	78973160	E
Serial Number:	74378372	ESS
Serial Number:	74377654	PREPRESERVED
Serial Number:	76340282	AEROTECH LABORATORIES, INC.
Serial Number:	76633968	AEROTECH P & K
Serial Number:	76633967	AEROTECH P & K
Serial Number:	76523617	AEROLIMS
Serial Number:	76523616	AEROVAC
Serial Number:	76501422	AEROCHEKED
Serial Number:	76461313	MOLD DETECTIVE
Serial Number:	76457394	AEROCD
Serial Number:	76324986	AEROTECH 6
Serial Number:	75599924	WALLCHEK
Serial Number:	78721310	·EMLAB· ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC
Serial Number:	78721307	EMLAB
Serial Number:	78457437	EMLAB
Serial Number:	77195194	EMLAB P & K
Serial Number:	76544309	THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS
Serial Number:	76544311	STL SEVERN TRENT P&K MICROBIOLOGY SERVICES, INC.

CORRESPONDENCE DATA

TRADEMARK
REEL: 004150 FRAME: 0308

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009145
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	02/17/2010

Total Attachments: 11
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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 12, 2010 (hereinafter, this "IP Security Agreement Assignment"), by THE BANK OF NEW YORK MELLON (as successor-in-interest to American Capital Financial Services, Inc.), as resigning administrative agent (the "Assignor") to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as successor administrative agent (the "Assignee"). Capitalized terms used in this IP Security Agreement Assignment and not otherwise defined herein shall have the meanings ascribed to such terms in the IP Security Agreement (as hereinafter defined).

WHEREAS, American Capital Financial Services, Inc. ("American Capital"), a Delaware corporation, as initial agent for the Lenders acquired a first lien security interest in the IP Collateral, as such term and such security interest are described in that certain Intellectual Property Security Agreement, dated as of December 29, 2006 (the "IP Security Agreement") by and among American Home Laboratories, Inc., a California corporation, TestAmerica Laboratories, Inc. (successor by merger to TestAmerica Analytical Testing Corp.), a Delaware corporation, TestAmerica Air Emission Corp., a Delaware corporation, TestAmerica Environmental Microbiology Laboratories, Inc., a California corporation, TestAmerica Laboratories, Inc. (successor by merger to each of Severn Trent Laboratories, Inc. and SEQ Corp.) a Delaware corporation, En Novative Technologies, Inc., a Delaware corporation, P&K Microbiology Services, Inc., a Delaware corporation, Q.E.D. Environmental Systems, Inc., a Michigan corporation, and Aerotech Laboratories, Inc., an Arizona corporation (each a "Grantor" and collectively, the "Grantors"), including, without limitation, those patents and patent applications listed on Schedule A, those trademarks and trademark applications listed on Schedule B, and those copyrights and copyright application listed on Schedule C attached hereto;

WHEREAS, the IP Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office (the "USPTO") on January 5, 2007, on Reel 018711, Frame 0655, against the Patents (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded in the Assignment Division of the USPTO on January 5, 2007, on Reel 3456, Frame 0285, against the Trademarks (as defined in the IP Security Agreement);

WHEREAS, American Capital assigned all of its rights, powers and privileges as agent under the Credit Agreement (as such term is defined in the IP Security Agreement) and the IP Security Agreement to Assignor in the Assignment of Security Interest in Intellectual Property, dated as of August 11, 2008 (the "First IP Security Assignment");

WHEREAS, the First IP Security Assignment was recorded in the Assignment Division of the USPTO on August 21, 2008, on Reel 021411, Frame 0860 against the Patents;

WHEREAS, the First IP Security Assignment was recorded in the Assignment Division of the USPTO on August 21, 2008, on Reel 3839, Frame 0093 against the Trademarks;

WHEREAS, Assignor desires to assign all of its rights, powers and privileges as agent under the Credit Agreement and the IP Security Agreement to Assignee and Assignee desires to acquire the same; and

WHEREAS, contemporaneously with the execution of this IP Security Agreement Assignment, Assignee, Assignor, the Grantors and the other Loan Parties and Lenders party thereto have entered into that certain Resignation of Agent and Appointment of Successor Agent (the "Successor Agency Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor by these presents does assign and transfer unto the Assignee without recourse representation or warranty of any kind (except as to the absence of Liens, and Assignee hereby irrevocably and unconditionally accepts, all of Assignor's rights, powers and privileges under the IP Security Agreement, including the full, exclusive and entire right, title, and interest of Assignor in the IP Collateral.


1. Further Assurances. Assignor hereby agrees to duly execute, acknowledge, procure and deliver, at the sole cost and expense of the Borrowers, any further documents and to do such other acts as may be reasonably necessary to effect this Assignment of Intellectual Property Security Agreement contemplated hereby.

2. Counterparts. This IP Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Security Agreement to be executed by its duly authorized signatory on the date first set forth above.

THE BANK OF NEW YORK MELLON,
as Assignor

By: 

Name: **Melinda Valentine**
Title: **Vice President**

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Assignee

By: Michelle Handy
Name: Michelle Handy
Title: Duly Authorized Signatory

Acknowledged and Agreed:

**TESTAMERICA LABORATORIES, INC.,
TESTAMERICA AIR EMISSION CORP.,
TESTAMERICA DRILLING CORP.,
TESTAMERICA ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.,
ENOVATIVE TECHNOLOGIES, INC.,
P & K MICROBIOLOGY SERVICES, INC.,
Q.E.D. ENVIRONMENTAL SYSTEMS, INC., and
AEROTECH LABORATORIES, INC., as Borrowers**

By: Heather Collins Villemaire
Name: Heather Collins Villemaire
Title: Duly authorized officer of each of the above-named entities

**TESTAMERICA ENVIRONMENTAL SERVICES LLC,
AEROTECH HOLDINGS, INC.,
TESTAMERICA HOLDINGS, INC., and
AMERICAN HOME LABORATORIES, INC., as Guarantors**

By: Heather Collins Villemaire
Name: Heather Collins Villemaire
Title: Duly authorized officer of each of the above-named entities

SIGNATURE PAGE TO ASSIGNMENT OF IP SECURITY AGREEMENT

SCHEDULE A
to
ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

PATENTS

A. U.S. Patents

Title	Patent #	Owner
Pump apparatus	5141404	QED Environmental Systems, Inc.
Apparatus and method for underground sampling	5146998	QED Environmental Systems, Inc.
Floating layer recovery apparatus	5147184	QED Environmental Systems, Inc.
Pump apparatus for fluid sampling and collection, and the like	5147185	QED Environmental Systems, Inc.
Flow-through cell with diverter circuit	5261348	QED Environmental Systems, Inc.
Float operated pneumatic pump	5358037	QED Environmental Systems, Inc.
Float operated pneumatic pump	5495890	QED Environmental Systems, Inc.
Controller less resilient bladder pump for reduced diameter casing with long cycle	5704772	Clean Environment Engineers Inc.
Pneumatically operated submersible pump with float control	5944490	Clean Environment Engineers Inc.
Pneumatic pump having radial ball check valve array	5971715	Clean Environment Engineers Inc.
Float operated pneumatic pump to separate hydrocarbon from water	6039546	QED Environmental Systems, Inc.
Pump and valve for leachate extraction of heavier than water fluids	6045336	Clean Environment Engineers Inc.
Method for analyzing purge water	6415659	QED Environmental Systems, Inc.
Method and apparatus for measuring groundwater levels	6456201	QED Environmental Systems, Inc.
Bladder-type sampling pump controller	6508310	QED Environmental Systems, Inc.
Device for detecting water in product-only pump flow stream	7347255	QED Environmental Systems, Inc.
Tool for sampling soil containing volatile organic compound	5343771	En Novative Technologies, Inc.

Title	Patent #	Owner
Soil sample containment cartridge with detachable handle	5505098	En Novative Technologies, Inc.
Method for obtaining a soil sample	5517868	En Novative Technologies, Inc.
Tool and method for soil sampling	5522271	En Novative Technologies, Inc.
Soil sampling tool with volume-indicating feature	5706904	En Novative Technologies, Inc.
Soil sampling tool with unique vent-and-seal features and related method	5937953	En Novative Technologies, Inc.
Soil sample containment device and method	7172036	En Novative Technologies, Inc.
Soil sampling system and method that allow headspace screening at spaced intervals without disturbing soil sample	7216725	En Novative Technologies, Inc.
Modular apparatus and method for cleaning containers	5566695	Environmental Sampling Supply, Inc.
Combination air sampling cassette and nutrient media dish	6472203	Environmental Microbiology Laboratory, Inc.
Modular apparatus and method for cleaning containers	5566695	Environmental Sampling Supply, Inc.

SCHEDULE B
to
ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARKS

A. U.S. Registered Trademarks and Trademark Applications

Mark	Reg. #	Serial #	Owner
METCO ENVIRONMENTAL	1712557	74/229602	TestAmerica Air Emission Corp.
METCO ENVIRONMENTAL	1712375	74/229601	TestAmerica Air Emission Corp.
WATER-TO-WEB	3185288	76/640437	QED Environmental Systems, Inc.
RETRIEVER	3094817	76/640432	QED Environmental Systems, Inc.
IRON HORSE	3151425	76/629894	QED Environmental Systems, Inc.
FERRET	2055061	75/101859	QED Environmental Systems, Inc.
E-Z TRAY	2102638	75/030935	QED Environmental Systems, Inc.
MICRO PURGE	1933419	74/277268	QED Environmental Systems, Inc.
QUICK FILTER	1733998	74/147547	QED Environmental Systems, Inc.
PULSE PUMP	1586274	73/784710	QED Environmental Systems, Inc.
SAMPLE PRO	1353799	73/505574	QED Environmental Systems, Inc.
PURGE MIZER	1340332	73/499218	QED Environmental Systems, Inc.
WELL WIZARD	1326593	73/402513	QED Environmental Systems, Inc.
E-Z STACKER	2085423	75/046551	QED Environmental Systems, Inc.
10 MINUTE MOLD TEST	3374612	78/937959	TestAmerica Laboratories, Inc.
TESTAMERICA THE LEADER IN ENVIRONMENTAL TESTING	3689871	77/214743	TestAmerica Laboratories, Inc.
STL	3188507	76/636014	TestAmerica Laboratories, Inc.
LEADERS IN ENVIRONMENTAL TESTING	2950572	76/539789	TestAmerica Laboratories, Inc.

Mark	Reg. #	Serial #	Owner
SEVERN TRENT STL	2930202	76/539757	TestAmerica Laboratories, Inc.
TESTAMERICA	2468926	75/768328	TestAmerica Analytical Testing Corp.
TESTAMERICA	2420901	75/768959	TestAmerica Analytical Testing Corp.
EN CORE	2205262	75/325675	TestAmerica Laboratories, Inc.
GENIE	2047057	74/676014	TestAmerica Laboratories, Inc.
AUTO PUMP	1872234	74/436773	TestAmerica Laboratories, Inc.
AP	1898576	74/436765	TestAmerica Laboratories, Inc.
SOS	1892052	74/436384	TestAmerica Laboratories, Inc.
ACCUCORE	3088047	76/571363	En Novative Technologies, Inc.
TERRA CORE	2511001	75/744239	En Novative Technologies, Inc.
E	3298139	78/973160	En Novative Technologies, Inc.
ESS	1811990	74/378372	Environmental Sampling Supply, Inc.
PREPRESERVED	1808978	74/377654	Environmental Sampling Supply, Inc.
AEROTECH LABORATORIES, INC.	2685825	76/340282	Aerotech Laboratories, Inc.
AEROTECH P & K	3226367	76/633968	Aerotech Laboratories, Inc.
AEROTECH P & K	3223622	76/633967	Aerotech Laboratories, Inc.
AEROLIMS	2839936	76/523617	Aerotech Laboratories, Inc.
AEROVAC	2804669	76/523616	Aerotech Laboratories, Inc.
AEROCHEKED	2909617	76/501422	Aerotech Laboratories, Inc.
MOLD DETECTIVE	2758650	76/461313	Aerotech Laboratories, Inc.
AEROCD	2752584	76/457394	Aerotech Laboratories, Inc.
AEROTECH 6	2571479	76/324986	Aerotech Laboratories, Inc.
WALLCHEK	2360908	75/599924	Charles F. Wiles and Vladimir Bolin
EMLAB ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.	3411700	78/721310	TestAmerica Environmental Microbiology Laboratory, Inc.
EMLAB	3411699	78/721307	TestAmerica Environmental Microbiology Laboratory, Inc.
EMLAB	3156166	78/457437	TestAmerica Environmental Microbiology Laboratory, Inc.
EMLAB P & K		77/195194	TestAmerica Environmental Microbiology Laboratory, Inc.
THE ENVIRONMENTAL MICROBIOLOGY SPECIALISTS	2982314	76/544309	P&K Microbiology Services, Inc.

Mark	Reg. #	Serial #	Owner
STL SEVERN TRENT P&K MICROBIOLOGY SERVICES, INC.		76/544311	P&K Microbiology Services, Inc.
TESTAMERICA THE LEADER IN ENVIRONMENTAL TESTING	3689871	77/214743	TestAmerica Laboratories, Inc.
EMLAB ENVIRONMENTAL MICROBIOLOGY LABORATORY, INC.	3411700	78/721310	TestAmerica Environmental Microbiology Laboratory, Inc.
EMLAB	3411699	78/721307	TestAmerica Environmental Microbiology Laboratory, Inc.
EMLAB P & K		77/195194	TestAmerica Environmental Microbiology Laboratory, Inc.

B. Foreign Trademarks

Mark	Reg. #	Serial #	Owner	Country
AUTO PUMP		6509688	Q.E.D. Environmental Systems, Inc.	People's Republic of China
GENIE		6509686	Q.E.D. Environmental Systems, Inc.	People's Republic of China
MICRO PURGE		6509687	Q.E.D. Environmental Systems, Inc.	People's Republic of China
QED		6509689	Q.E.D. Environmental Systems, Inc.	People's Republic of China

SCHEDULE C
to
ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

COPYRIGHTS

Title	Reg. / App. #	Reg. / App. Date	Owner
Emlab 2006 IAQ pocket reference guide	TX0006401111	6/26/2006	TestAmerica Environmental Microbiology Laboratory, Inc.
	149738142		TestAmerica Laboratories, Inc.