

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/05/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	TestAmerica Environmental Microbiology Laboratory, Inc.		04/05/2010
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EMLab P&K, LLC		
Street Address:	4101 Shuffel Street NW		
City:	North Canton		
State/Country:	OHIO		
Postal Code:	44720		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3155336	MOLDSTAT
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-641-1600		
Email:	docketingtm@hdp.com		
Correspondent Name:	Garrett C. Donley		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	0534M-200051/US/01		
NAME OF SUBMITTER:	Garrett C. Donley		

CH \$40.00 3155336

Signature:	/Garrett C. Donley/
Date:	03/28/2013
Total Attachments: 7 source=Doc. 2 - TEML-EMLab Merger#page1.tif source=Doc. 2 - TEML-EMLab Merger#page2.tif source=Doc. 2 - TEML-EMLab Merger#page3.tif source=Doc. 2 - TEML-EMLab Merger#page4.tif source=Doc. 2 - TEML-EMLab Merger#page5.tif source=Doc. 2 - TEML-EMLab Merger#page6.tif source=Doc. 2 - TEML-EMLab Merger#page7.tif	

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) is a full, true and correct copy of the original record in the custody of this office.

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

APR 14 2010



Debra Bowen

DEBRA BOWEN
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AGREEMENT AND PLAN OF MERGER

APR 12 2010

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of April 5, 2010, by and between TestAmerica Environmental Microbiology Laboratory, Inc., a California corporation ("TEML"), and EMLab P&K, LLC, a Delaware limited liability company (the "Company"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Company's Limited Liability Company Agreement, dated as of March 30, 2010 (the "LLC Agreement").

WITNESSETH:

WHEREAS, TestAmerica Environmental Services LLC, a Delaware limited liability company (the "Shareholder") is the holder of all of the issued and outstanding capital stock of TEML.

WHEREAS, TestAmerica Holdings, Inc., a Delaware corporation (the "Member") is the holder of all of the issued and outstanding membership interests of the Company.

WHEREAS, the Shareholder desires to merge TEML with and into the Company;

WHEREAS, the Board of Managers of the Company (the "Board"), the Member and the Shareholder deem it advisable and in the best interests of the Member and the Shareholder, as applicable, to consummate the merger, pursuant to the terms and subject to the conditions set forth herein and in accordance with the laws of the States of Delaware and California, of TEML with and into the Company, with the Company continuing as the Surviving Company (the "Merger");

WHEREAS, each of the Board, the Member and the Shareholder has, by resolution, duly approved and adopted the provisions of this Agreement as the plan of merger pursuant to and in strict accordance with the applicable provisions of the Delaware Limited Liability Company Act (the "Delaware Law") and the California General Corporation Law (the "California Law"), as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

Effect of the Merger

Section 1.1 At the Effective Time (as hereinafter defined), TEML shall be merged with and into the Company, the separate existence of TEML (except as may be continued by operation of law) shall cease and the Company shall continue as the Surviving Company, all with the effects provided by applicable law. The Company, in its capacity as the Surviving Company of the Merger, is hereinafter sometimes referred to as the "Surviving Company."

Section 1.2 At the Effective Time, all of the shares of common stock of TEML and any other equity interests of TEML issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by the Member, the Company, the Shareholder, TEML or any other person, be canceled and retired and shall cease to exist, and no consideration shall be delivered or deliverable in respect thereof or in exchange therefore.

Section 1.3 At and after the Effective Time, the Surviving Company shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to the duties and liabilities of TEML; and all rights, privileges, immunities and franchises of TEML and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to securities, and all other choses in action, and all and every other interest, of or belonging to TEML shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed; and title to any real estate, or any interest therein, vested in TEML shall not revert or be in any way impaired by reason of the Merger; and the Surviving Company shall thenceforth be responsible and liable for all liabilities and obligations of TEML and any claim existing or action or proceeding pending by or against TEML may be prosecuted to judgment as if the Merger had not taken place or the Surviving Company may be substituted in its place; all with the effect set forth in the Delaware Law.

Section 1.4 The name of the Surviving Company shall be "EMLab P&K, LLC".

ARTICLE II

Effective Time

Section 2.1 Upon fulfillment or waiver of the conditions specified in Article 4 hereof, (i) the Shareholder shall cause a Certificate of Merger to be executed and delivered for filing with the Secretary of State of the State of California, all as provided in accordance with California Law (the "California Certificate of Merger") and shall make, or cause to be made, all other filings or recordings required under California Law, Delaware, and (ii) the Member shall cause a Certificate of Merger to be executed and delivered for filing with the Secretary of State of the State of Delaware, all as provided in accordance with Delaware Law (the "Certificate of Merger"), and shall make, or cause to be made, all other filings or recordings required under the Delaware Law.

Section 2.2 The Merger will be effective (the "Effective Time") as prescribed by law.

ARTICLE III

Limited Liability Company Agreement; Board of Managers

Section 3.1 Upon the filing of the Certificate of Merger, the limited liability company agreement of the Company, as in effect at the Effective Time, shall be the limited liability company agreement of the Surviving Company immediately after the consummation of the Merger, until thereafter changed or amended as provided therein or by the Shareholders or applicable law.

Section 3.2 Upon the filing of the Certificate of Merger, the members of the board of managers of the Company immediately prior to the Effective Time shall become the initial members of the board of managers of the Surviving Company immediately after the consummation of the Merger, each to hold office in accordance with the limited liability company agreement of the Surviving Company until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

ARTICLE IV

Conditions

Section 4.1 The respective obligations of each of TEML and the Company to consummate the Merger under this Agreement is subject to the fulfillment of the following conditions:

(a) At the option of either of TEML or the Company, as applicable, any third party consents which are required in order to avoid a breach, violation, conflict or default under any agreement, contract, statute, rule or regulation shall have been obtained;

(b) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal; and

(c) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall have been issued and shall remain in effect.

ARTICLE V

Miscellaneous

Section 5.1 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Section 5.2 The internal law, not the law of conflicts, of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement.

Section 5.3 This Agreement is not intended to confer upon any person (other than the parties hereto, and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above.

**TESTAMERICA ENVIRONMENTAL
MICROBIOLOGY LABORATORY, INC.**

By: Rachel Brydon Jannetta
Name: Rachel Brydon Jannetta
Its: CEO & Secretary

EMLAB P&K, LLC

By: Rachel Brydon Jannetta
Name: Rachel Brydon Jannetta
Its: CEO & Secretary

[Signature Page to Agreement and Plan of Merger]

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Heather Collins Villemaire and Rachel Brydon Jannetta certify that:

1. They are the vice president and secretary, respectively, of TestAmerica Environmental Microbiology Laboratory, Inc., a California corporation.
2. The Agreement and Plan of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation which equaled or exceeded the vote required.
3. The shareholder approval was by holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 1,000.

We 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.

Dated: April 5, 2010


Heather Collins Villemairs, Vice President


Rachel Brydon Jannetta, Secretary



State of California Secretary of State

OBE MERG

Certificate of Merger

(California Corporations Code sections

1113(g), 6019.1, 6019.1, 9640, 12540.1, 15911.14, 16915(b) and 17552)

IMPORTANT -- Read all instructions before completing this form.

This Space For Filing Use Only

Table with 4 columns: 1. NAME OF SURVIVING ENTITY, 2. TYPE OF ENTITY, 3. CA SECRETARY OF STATE FILE NUMBER, 4. JURISDICTION. Includes entries for EMLab P&K, LLC and TestAmerica Environmental Microbiology Laboratory, Inc.

Table with 2 main columns: SURVIVING ENTITY and DISAPPEARING ENTITY. Sub-columns include CLASS AND NUMBER, AND, and PERCENTAGE VOTE REQUIRED.

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. [X] No vote of the shareholders of the parent party was required.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION...

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

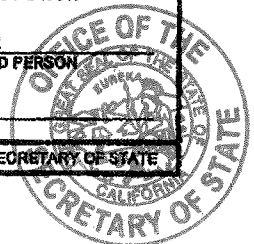
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. 15. FUTURE EFFECTIVE DATE, IF ANY.

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

Signature and name of Rachel Brydon Jannetta, Manager. Signature and name of Heather Collins Villemaire, Vice President. Includes dates 4/5/2010.

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing:



TRADEMARK