TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM398507

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accutest Corporation		01/01/2016	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	SGS Accutest Inc.	
Street Address:	201 Route 17	
City:	North Rutherford	
State/Country:	NEW JERSEY	
Postal Code:	07070	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2852596	LABLINK
Registration Number:	4465882	ACCUTEST
Registration Number:	3491885	QUALITY DATA ON TIME

CORRESPONDENCE DATA

Fax Number: 8777697945

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-641-2351 tmdoctc@fr.com Email: Catherine H. Stockell **Correspondent Name:**

Address Line 1: PO Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	21543.0057001
NAME OF SUBMITTER:	Catherine H. Stockell
SIGNATURE:	/Catherine H. Stockell/
DATE SIGNED:	09/14/2016

Total Attachments: 3

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> **TRADEMARK REEL: 005876 FRAME: 0357**

ASSIGNMENT OF REGISTERED TRADEMARKS

This Assignment of Registered Trademarks (this "Assignment") is made and entered into as of January 1, 2016 (the "Effective Date"), by the selling entities listed on the signature page hereto (collectively, "Seller") for the benefit of SGS Accutest Inc., a Delaware corporation ("Purchaser"). Purchaser and Seller are referred to hereinafter as the "Parties". Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller is the owner of the trademarks now registered in the United States Patent and Trademark Office which are listed on Exhibit A attached hereto (the "Registered Trademarks").

WHEREAS, Purchaser and Seller have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "<u>Purchase Agreement</u>") pursuant to which Seller has agreed to assign the rights, title and interest in and to the Registered Trademarks listed on <u>Exhibit A</u> attached hereto and Purchaser has agreed to acquire the Registered Trademarks.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, the parties agree as follows:

- 1. Seller hereby constitutes and appoints Purchaser as Seller's true and lawful attorney in fact, with full power of substitution in Seller's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Purchaser or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Registered Trademarks that may have accrued in Seller's favor from the respective date of first use of any of the Registered Trademarks from the Effective Date of this Assignment. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.
- 2. Seller hereby assigns to Purchaser, all right, title and interest in the United States in and to the Registered Trademarks together with the goodwill of the business symbolized by the Registered Trademarks and registrations thereof.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Seller has executed this Assignment as of the Effective Date.

Seller:
ACCUTEST CORPORATION
8y:
Title: Vice President
ACCUTEST LABORATORIES GULF COAST, INC.
By:
Title: Via President
ACCUTEST LABORATORIES OF NEW ENGLAND, INC.
BY:
Title: Vice President
ACCUTEST LABORATORIES SOUTHEAST, INC.
8y
tine: <u>U/U P(Gident</u>
ACCUTEST MOUNTAIN STATES, INC.
8y:
Title: Vice President
ACCUTEST NORTHERN
CALIFORNIA, INC.
89
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EXHIBIT A

REGISTERED TRADEMARKS

Serial Number	Mark
76444899	LABLINK
85950512	**************************************
77357907	QUALITY DATA ON TIME

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