

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN SOCIETY OF CRIME LAB DIRECTORS/LABORATORY ACCREDITATION BOARD		04/05/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	ANSI-ASQ NATIONAL ACCREDITATION BOARD, LLC		
Street Address:	600 N. Plankinton Ave.		
Internal Address:	Suite 300		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53203		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2197548	AMERICAN SOCIETY OF CRIME LABORATORY DIR	
CORRESPONDENCE DATA			
Fax Number:	2127323232		
<i>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.</i>			
Phone:	2127323200		
Email:	trademarks@clm.com		
Correspondent Name:	Rose Auslander		
Address Line 1:	2 Wall Street		
Address Line 2:	Carter Ledyard & Milburn LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Rose Auslander		
SIGNATURE:	/roseauslander/		
DATE SIGNED:	04/22/2019		
Total Attachments: 27			
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EXECUTION COPY

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this "Agreement") is entered into as of April 5, 2016, by and between ANSI-ASQ NATIONAL ACCREDITATION BOARD, LLC, a Wisconsin limited liability company operating on a nonprofit basis (the "Company"), and AMERICAN SOCIETY OF CRIME LAB DIRECTORS/LABORATORY ACCREDITATION BOARD, a Missouri nonprofit corporation ("ASCLD/LAB").

RECITALS

A. ASCLD/LAB is a nonprofit corporation that is recognized as tax-exempt under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), has its principal offices located in Garner, North Carolina and is engaged in the business of (i) establishing standards for, and providing testing and calibration accreditation services to crime laboratories across North America and the global marketplace (the "Business").

B. The Company is a limited liability company that assesses and accredits conformity assessment bodies that demonstrate competence to audit and certify organizations conforming to management systems, laboratory accreditation, inspection body accreditation, reference material producer accreditation and proficiency test provider accreditation. The Company operates as a partnership with tax-exempt status under Code section 501(c)(3) by reason of the fact that its two partners, American National Standards Institute, Incorporated ("ANSI") and American Society for Quality, Inc. ("ASQ"), are tax-exempt organizations under Code section 501(c)(3).

C. The parties desire to enter into an affiliated relationship whereby the Company will obtain substantially all of the assets and assume certain liabilities of ASCLD/LAB, subject to the conditions set forth herein.

AGREEMENTS

In consideration of the Recitals and the mutual agreements set forth herein, the parties agree as follows:

ARTICLE I

AFFILIATION THROUGH TRANSFER OF ASSETS

1.1 Transferred Assets. Subject to the terms and conditions set forth in this Agreement, including but not limited to Section 8.7, on the Closing Date (as defined in Section 1.3) ASCLD/LAB shall transfer to the Company, and the Company shall receive from ASCLD/LAB, free and clear of all liens, encumbrances, security interests, mortgages, easements, rights of way and other restrictions of any nature whatsoever (as defined below) (collectively, "Liens") except for Permitted Exceptions (as defined below), all of ASCLD/LAB's rights, title and interest in and to all of the assets used by ASCLD/LAB in the Business, whether real, personal, tangible or intangible, other than the Excluded Assets (as defined in Section 1.2) (collectively, the "Transferred Assets").

“Permitted Exceptions” means (i) mechanics’, carriers’, workmen’s, warehousemen’s, repairmen’s or other like liens arising in the ordinary course of business, consistent with past practices which are not due and payable as of the Closing Date, (ii) liens arising under original purchase price conditional sale contracts and equipment leases with third parties entered into in the ordinary course of business, consistent with past practices, and (iii) liens for Taxes not yet due and payable, which are not, individually or in the aggregate, material to the Business or the Transferred Assets. The Transferred Assets shall include, without limitation except for the Excluded Assets, the following:

(a) all of ASCLD/LAB's rights, title and interest in and to all cash, cash equivalents, money orders, checks on hand, accounts receivable, prepaid assets, credits, advance payments, claims, security, refunds, rights of recovery, rights of set off, rights of recoupment, deposits, charges, sums and fees, in each case, subject to the requirement set forth in Section 8.2 of this Agreement that the Company use all such assets exclusively for the benefit of the Company and/or the Business;

(b) all of ASCLD/LAB's rights, title and interest in and to all membership interests, customer or member files, data (in any format), customer or member accounts, client lists, e-mail addresses, domain names and social media accounts and the content located thereat and thereon, telephone numbers, patents, licenses, trade names, assumed names, trade dress, business identifiers, trademarks, service marks, copyrights, applications and registrations for the foregoing, trade secrets, confidential information, sales and marketing information, formulas, processes, techniques, causes of action (including all claims for infringement) and all other intangible assets used in the Business (collectively, the “Intangible Assets”);

(c) all of ASCLD/LAB's rights, title and interest in and to the real property located at 139 Technology Drive, Garner, NC 27529 (the “Owned Real Property”);

(d) all of ASCLD/LAB's rights, title and interest in equipment, tools, furniture, fixtures, improvements, office equipment, vehicles and other tangible personal property, including the tangible assets list on Schedule 1.1(d) hereto.

(e) to the extent assignable, all of ASCLD/LAB's rights in and to all government licenses, approvals, permits and authorizations (and any applications for the foregoing) necessary for the operation of the Business;

(f) all records, books, supplies, vendor lists, work orders, credit information and correspondence, operating data, databases, financial information of ASCLD/LAB and all other records and documents used by ASCLD/LAB in connection with the operation of the Business;

(g) all rights of ASCLD/LAB under (including, without limitation, all of ASCLD/LAB's rights to receive goods and services and to assert claims and to take other actions with respect to breaches, defaults and other violations pursuant to) any of the customer contracts, contracts with auditors, agreements, licenses, commitments and other agreements necessary or desirable for the operation of the Business that are listed on Schedule 1.1(g) hereto. The contracts referred to in this Section 1.1(g) are referred to herein as “Assumed Contracts.” The Assumed Contracts shall not include, however, and the Company shall not assume any of the contracts listed on Schedule 1.1(g) under the heading “Excluded Contracts” or any contract which is not

specifically identified on Schedule 1.1(g) as an Assumed Contract (collectively, the “Excluded Contracts”); and

(h) all of the goodwill generated by the Transferred Assets or otherwise associated with the Business and any other assets owned or used by ASCLD/LAB that are necessary for the operation of the Business, except for the Excluded Assets.

1.2 Excluded Assets. Notwithstanding any other provision of this Agreement, the Company shall not acquire, and the Transferred Assets shall not include the following assets, properties and rights of ASCLD/LAB (the “Excluded Assets”):

(a) ASCLD/LAB's charter, minute books, membership interest record books, seal and tax records (provided that such materials shall be made available to the Company and its representatives from time to time upon reasonable advance notice for review and reproduction);

(b) the assets listed on Schedule 1.2;

(c) the Excluded Contracts;

(d) ASCLD/LAB's employee benefit plans, programs, arrangements and other commitments relating to employees, whether written or oral, express or implied and any trusts, insurance arrangements or other assets held pursuant to, or set aside to fund the obligations under any such employee benefit plans; and

(e) ASCLD/LAB's rights under this Agreement and the other documents, instruments and agreements executed and delivered by ASCLD/LAB pursuant hereto.

1.3 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of the Company's counsel at 1000 North Water Street, Suite 1700, Milwaukee, Wisconsin no later than May 1, 2016 at 10:00 a.m. central standard time, or on such other date and at such other time and place as may be mutually agreed to by the Company and ASCLD/LAB (subject to Section 9.1). The term “Closing Date,” as used in this Agreement, means the date on which the Closing occurs.

1.4 Deliveries at the Closing.

(a) At the Closing, ASCLD/LAB shall execute and/or deliver (or cause to be executed and/or delivered) to the Company:

(i) a general bill of sale conveying the Transferred Assets free and clear of all Liens, in a form attached hereto as Exhibit A, duly executed by ASCLD/LAB;

(ii) an assignment and assumption agreement transferring all of the Assumed Contracts free and clear of all Liens except Permitted Exceptions, in a form attached hereto as Exhibit B, duly executed by ASCLD/LAB (the “Assignment and Assumption Agreement”);

(iii) the certificate required by Sections 6.1 and 6.2, in each case duly executed by ASCLD/LAB;

(iv) the written consents to the transfer or assignment to the Company of any of the Transferred Assets, including the Assumed Contracts, set forth on Schedule 1.4(a)(iv);

(v) certificates of good standing with respect to ASCLD/LAB issued by the Missouri Secretary of State and the applicable governing body of each other jurisdiction in which ASCLD/LAB is qualified to do business as a foreign corporation, in each case dated no more than five days prior to the Closing Date;

(vi) releases of mortgages, liens and/or financing statements to reflect the termination of any Liens against, or security interests in, any of the Transferred Assets;

(vii) a special warranty deed conveying title to the Owned Real Property to the Company, duly executed by ASCLD/LAB, in proper form for recording together with transfer tax returns for the Owned Real Property;

(viii) an owner's affidavit related to the Owned Real Property, duly executed by ASCLD/LAB, as customarily required by title companies, including a "Gap Indemnity" as customarily provided in similar real estate transactions;

(ix) an affidavit pursuant to the Code requirements, duly executed by ASCLD/LAB, certifying that ASCLD/LAB is not a "foreign person" pursuant to section 1445 of the Code and containing all information necessary to complete Internal Revenue Service ("IRS") Form 1099 S;

(x) closing statements; certification of payment or required payoffs for all taxes, assessments, utilities, charges, judgments, liens and mortgages affecting the Owned Real Property and any and all other documents, supporting documentation, certifications, affidavits and other documents that counsel for the Company or the Title Company may reasonably request to consummate the transactions contemplated by this Agreement, in each case and as applicable, duly executed by ASCLD/LAB;

(xi) an employment agreement, in a form attached hereto as Exhibit C, duly executed by Pamela Bordner (the "Employment Agreement"); and

(xii) such other documents, instruments or agreements as the Company may reasonably request in order to consummate the transactions contemplated by this Agreement and in each case in a form reasonably satisfactory to the Company.

(b) At the Closing, the Company shall execute and deliver to ASCLD/LAB:

(i) the certificate required by Sections 7.1 and 7.2 below, in each case duly executed by the Company;

(ii) the Assignment and Assumption Agreement;

- (iii) the Employment Agreement; and
- (iv) such other documents, instruments or agreements as ASCLD/LAB may reasonably request in order to consummate the transactions contemplated by this Agreement and in each case in a form reasonably satisfactory to ASCLD/LAB.

ARTICLE II

CONSIDERATION FOR TRANSFER

The consideration for the Transferred Assets shall be the assumption by the Company of the Assumed Liabilities (as defined in Section 3.2).

ARTICLE III

LIABILITIES

3.1 General. Except as specifically provided in Section 3.2, the Company shall not assume, and shall not be obligated to pay, perform or discharge any debts, liabilities or obligations of ASCLD/LAB, whether actual, contingent or accrued, known or unknown, which liabilities shall be retained by ASCLD/LAB and shall hereafter be referred to as the "Excluded Liabilities." The Excluded Liabilities shall be retained and timely performed, paid and discharged in accordance with the terms thereof by ASCLD/LAB.

3.2 Assumed Liabilities. Subject to the terms and conditions of this Agreement and as payment for the transfer of the Transferred Assets, the Company shall, at Closing, assume and pay, perform and discharge in accordance with their terms and hereby agrees to release and hold ASCLD/LAB harmless from and against any of the debts, liabilities and obligations of ASCLD/LAB listed on Schedule 3.2 or arising after the Closing under the Assumed Contracts (to the extent such contracts are properly and effectively assigned to the Company) but not including any debt, liability or obligation arising out of the breach, nonperformance or defective performance by ASCLD/LAB of any of the Assumed Contracts or out of any other event or circumstance occurring on or prior to the Closing (the "Assumed Liabilities"). The Company shall not be liable for any other matter, event or circumstance occurring prior to the Closing, including, without limitation, items which would not constitute a breach of a representation and warranty in this Agreement, items disclosed in Article IV or the Schedules to Article IV of this Agreement or items otherwise known to the Company unless such items are otherwise Assumed Liabilities under this Section 3.2.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF ASCLD/LAB

In order to induce the Company to enter into the transactions contemplated by this Agreement, ASCLD/LAB represents and warrants to the Company as of the date of this Agreement and as of the Closing Date that:

4.1 Organization. ASCLD/LAB is a nonprofit corporation organized and validly existing under the laws of the State of Missouri and has filed all reports required to be filed with the Missouri Secretary of State and has all requisite power and authority to own, operate and lease its

properties and carry on the Business. ASCLD/LAB is duly licensed and qualified to do business in and is in good standing under the laws of each state or other jurisdiction where it is required to be so licensed and qualified, except where the failure to be so qualified or to be in good standing would not have a Material Adverse Effect. For purposes of this Agreement, "Material Adverse Effect" means, with respect to the Business, any change, condition, occurrence or development that has a material adverse effect (taken alone or in the aggregate with any other change, condition, occurrence or development) on (i) the business, results of operations or financial condition of the Business or the Transferred Assets, or (ii) the ability of ASCLD/LAB to consummate the transactions contemplated hereby, but excludes any effect (a) resulting from general economic conditions (provided that the Business is not disproportionately affected as compared to other participants in the same industry), (b) affecting companies in the industry in which ASCLD/LAB conducts the Business generally (provided that the Business is not disproportionately affected as compared to other participants in the same industry), (c) resulting from the announcement or performance of this Agreement or the transactions contemplated hereby, (d) resulting from any actions required under this Agreement to obtain any consent from any Person or governmental authority, (e) resulting from or attributable to any natural disaster or any acts of terrorism, sabotage, military action or war or any escalation or worsening thereof, or (f) resulting from or attributable to changes in laws or orders or interpretations thereof or changes in accounting standards, requirements or principles (including GAAP) (provided that the Business is not disproportionately affected as compared to other participants in the same industry).

4.2 Authorization of the Agreement. ASCLD/LAB has all necessary power and authority to execute and deliver this Agreement and the other documents, instruments and agreements to be executed and delivered by ASCLD/LAB pursuant hereto and to perform the transactions contemplated hereby and thereby and the execution and delivery of this Agreement and such other documents, instruments and agreements by ASCLD/LAB, and the performance by it of each of its obligations to be performed hereunder and thereunder, have been duly authorized by all necessary and appropriate action on the part of ASCLD/LAB. Except as listed on Schedule 4.2, the execution and delivery of this Agreement and the other documents, instruments and agreements to be executed and delivered pursuant to this Agreement do not, and the consummation of the transactions contemplated hereby and thereby do not and will not, with or without the giving of notice or the passage of time, conflict with, result in or constitute a breach, default, right to accelerate or loss of rights under, or result in the creation of any Lien pursuant to, (a) the terms or conditions of ASCLD/LAB's articles of incorporation or bylaws (or other governance and formation documents), (b) any law, rule, regulation, statute, order, judgment or decree or (c) any contract, agreement, lease, license or instrument to which ASCLD/LAB is a party or by which ASCLD/LAB, the Transferred Assets or Assumed Liabilities are bound or affected. This Agreement is, and each other document, instrument or agreement to be executed by ASCLD/LAB pursuant hereto will be when so executed, a valid and binding obligation of ASCLD/LAB, enforceable in accordance with their respective terms, except that enforcement may be limited by a bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors rights generally and by general equitable principles.

4.3 Financial Statements. ASCLD/LAB has delivered to the Company: (a) ASCLD/LAB's reviewed balance sheet as of December 31, 2014 and December 31, 2015, together with the reviewed statements of income, statements of cash flows and statements of changes in members' equity for each of the 12-month periods then ended, and (b) the internally-prepared

balance sheet (the "Interim Balance Sheet") of ASCLD/LAB as of March 31, 2016 (the "Interim Balance Sheet Date") together with the internally-prepared income statement of ASCLD/LAB for the three-month period then ended (the statements described in clauses (a) and (b) above are collectively referred to herein as the "Financial Statements"). Each of the Financial Statements (including in all cases the notes thereof, if any) is consistent with the books and records of ASCLD/LAB and fairly present the financial condition of ASCLD/LAB as of their respective dates and the results of its operations for the periods covered thereby. The statements of income included in the Financial Statements do not contain any items of special or nonrecurring income or any other income not earned in the ordinary course of business except as expressly specified therein, and the interim financial statements include no adjustments other than ordinary course accruals necessary for such fair presentation. The books and records of ASCLD/LAB to which such statements relate are accurate, complete and fully and fairly reflect bona fide transactions set forth therein.

4.4 Absence of Undisclosed Liabilities. To the knowledge of ASCLD/LAB, there are no liabilities or obligations, direct or indirect, absolute or contingent, known or unknown, or any outstanding indebtedness arising out of or relating to ASCLD/LAB, the Business or the Transferred Assets, except (a) as fully reflected or as specifically reserved against on the Interim Balance Sheet; and (b) liabilities incurred in the ordinary course of business after the Interim Balance Sheet Date, consistent with ASCLD/LAB's prior practice, which in the aggregate, could not be reasonably expected to result in a Material Adverse Effect. If this Agreement refers to matters within ASCLD/LAB's "knowledge," "known to ASCLD/LAB," of which ASCLD/LAB "knows," or the like, such reference is limited to the actual knowledge of the Executive Director and the knowledge such person would have had after making reasonable inquiry of ASCLD/LAB's personnel and reasonable investigation of ASCLD/LAB's books and records.

4.5 Conduct of Business; No Changes. Except for (a) matters disclosed in the Financial Statements or (b) as contemplated by this Agreement, since the Interim Balance Sheet Date, ASCLD/LAB has conducted the Business only in the ordinary course of business, consistent with past practices and there has not been any (i) material adverse change in the condition (financial or other) or in the operations, business properties, assets or business prospects of ASCLD/LAB, (ii) material sale, transfer, damage, destruction or loss (whether or not covered by insurance) affecting the Transferred Assets or (iii) material transaction adversely affecting ASCLD/LAB.

4.6 Third Party Consents. Except as set forth on Schedule 4.6, no third party consents, approvals or authorizations are necessary for the execution of this Agreement or any document, instrument or agreement to be executed by ASCLD/LAB pursuant hereto or the consummation of the transactions contemplated hereby or thereby, nor are any such consents, approvals or authorizations required in order for any of the Transferred Assets to be assigned and transferred to the Company.

4.7 Title to Transferred Assets; Condition and Sufficiency of Transferred Assets. ASCLD/LAB has good, valid and marketable title to all of the Transferred Assets, free and clear of all Liens except for Permitted Exceptions. None of the Transferred Assets are subject to any restrictions with respect to the transferability thereof and ASCLD/LAB has complete and unrestricted power and right to assign, convey and deliver the Transferred Assets to the Company as contemplated hereby. At Closing, the Company will receive good, valid and marketable title to all the Transferred Assets, free and clear of all Liens except for Permitted Exceptions. The Transferred

Assets are in good condition and working order (reasonable wear and tear excepted) and are adequate, in quality and quantity, for the operation of the Business as currently conducted. To the knowledge of ASCLD/LAB, no maintenance outside the ordinary course of business is needed with respect to the Transferred Assets. The Transferred Assets constitute all of the assets, properties, rights and interests necessary to conduct the Business immediately following Closing in the manner currently conducted and proposed to be conducted.

4.8 Real Property.

(a) Schedule 4.8(a) sets forth a legal description of the Owned Real Property. Except for the verbal, month-to-month lease with the American Society of Crime Laboratory Directors ("ASCLD") for approximately 600 square feet of space of the Owned Real Property with an annual rent of \$7,800, ASCLD/LAB does not lease (as lessor or lessee) any real property nor does ASCLD/LAB use or occupy any real property except for the Owned Real Property. ASCLD/LAB has good, valid and marketable title in fee simple to the Owned Real Property, free and clear of all Liens. There are no other persons in possession of any portion of the Owned Real Property other than ASCLD/LAB and ASCLD, whether as tenants-in-common, trespassers or otherwise. ASCLD/LAB has delivered or made available to the Company, prior to the date hereof, true, correct and complete copies of the Real Property Disclosure Information (as defined in Section 6.6(a)(iii)). With respect to all mortgages or deeds to secure debt encumbering any Owned Real Property, ASCLD/LAB is not in default thereunder. There are no special assessments, pending or certified, with respect to the Owned Real Property.

(b) The Owned Real Property is not subject to any outstanding purchase or sale contracts, leases or rights of occupancy or use in favor of any person other than ASCLD/LAB, nor options or rights of first offer or refusal to purchase the Owned Real Property, and there are no existing, pending or threatened condemnation proceedings with respect thereto, nor any existing, pending or threatened zoning, building code or similar matters which are could reasonably likely adversely affect the Owned Real Property. The Owned Real Property and ASCLD/LAB's use thereof is in compliance in with all applicable building code, zoning, land use and similar laws, and ASCLD/LAB has not received any notice of a violation of building codes and/or zoning ordinances or other governmental or regulatory laws affecting the Owned Real Property. The Owned Real Property constitutes all of the real property necessary to conduct the Business as currently conducted.

(c) To the knowledge of ASCLD/LAB, no improvements constituting a part of the Owned Real Property encroach on real property owned by any other person, and there are no encroachments on any part of the Owned Real Property from adjacent real property. Each parcel of the Owned Real Property is served by all required utilities from the right of way or via unsubordinated, valid and enforceable perpetual easements. To the knowledge of ASCLD/LAB, no fact or condition exists that would result in the termination or impairment of the furnishing of service to the Owned Real Property of water, sewer, gas, electric, telephone, drainage and other such utility services. The Owned Real Property enjoys direct and continuous ingress and egress from dedicated public roadways or streets, and ASCLD/LAB has not received notice of any claim, demand, cause of action, investigation, suit, action or legal, administrative or other proceeding instituted, pending or threatened that would impair or curtail ingress and egress to the Owned Real Property.

4.9 Environmental Matters. ASCLD/LAB has complied with all laws, rules and regulations relating to environmental matters, including, but not limited to air pollution, water pollution, noise control, on-site or off-site solid waste storage, treatment, discharge, disposal or recovery, toxic and hazardous chemical reporting and employee safety and hazardous material transportation training, information, reporting and warning provisions (collectively “Environmental Laws”). ASCLD/LAB has not received notice of violation of, or potential liability resulting from, any such Environmental Laws, or any orders with respect thereto.

4.10 Licenses and Permits. ASCLD/LAB has all licenses and permits necessary to conduct the Business and own and use the Transferred Assets and such licenses and permits are in full force and effect. ASCLD/LAB is in compliance with all such licenses and permits and to the knowledge of ASCLD/LAB no proceeding is pending or threatened regarding the revocation or limitation of any such license or permit, and to the knowledge of ASCLD/LAB there is no basis or grounds for any such revocation or limitation.

4.11 Litigation. Except as set forth on Schedule 4.11, there is no (and for the past five years there has not been any) claim, demand, cause of action, investigation, suit, action or legal, administrative or other proceeding pending or threatened in writing against ASCLD/LAB with respect to the Business and/or any of the Transferred Assets or the transactions contemplated by this Agreement and, to the knowledge of ASCLD/LAB there is no set of facts or circumstances that exist that could reasonably be expected to constitute a basis for any such claim, demand, cause of action, investigation, suit action or proceeding.

4.12 Compliance with Law. ASCLD/LAB has complied, and is currently in compliance with, all applicable laws, ordinances, codes, rules, requirements and regulations of foreign, federal, state and local governments and all agencies thereof relating to the operation of the Business and the maintenance and operation of its properties and assets. ASCLD/LAB has not received written notice of any claims filed against ASCLD/LAB alleging a violation of any such laws, ordinances, codes, rules, requirements or regulations. ASCLD/LAB has not made any bribes, kickback payments or other similar payments of cash or other consideration to customers or clients or employees of customers or clients for purposes of doing business with such persons.

4.13 Contracts. ASCLD/LAB does not have any oral or written enforceable rights or obligations or contracts with respect to the Business or the Transferred Assets other than the Assumed Contracts and the Excluded Contracts. All Assumed Contracts are legally valid and binding and in full force and effect with respect to the parties thereto and neither ASCLD/LAB nor, to the knowledge of ASCLD/LAB, any of the other parties to any of the Assumed Contracts are in default or breach thereof and ASCLD/LAB has not received written notice of any claimed breach or default or of the occurrence of any event which after the passage of time or the giving of notice or both would constitute such a breach by any party to any Assumed Contract. Except as set forth on Schedule 4.13, the Assumed Contracts are validly assignable and all of the rights of ASCLD/LAB thereunder will be enforceable by the Company after Closing without the consent or agreement of any other party except for consents delivered by ASCLD/LAB at Closing. ASCLD/LAB has delivered to the Company copies of all written Assumed Contracts and Excluded Contracts and written summaries of all oral Assumed Contracts and Excluded Contracts.

4.14 Taxes. All federal, state, county and local income, excise, sales, transfer, use, gross receipts, ad valorem, payroll and other taxes, fees and assessments imposed on ASCLD/LAB or the Business prior to Closing and all federal and state payroll taxes required to be withheld by ASCLD/LAB or the Business prior to Closing have been or will be duly, timely and fully reported, paid and discharged. All federal, state, county, local and other tax returns required to be filed by or on behalf of ASCLD/LAB have been or will be timely filed. The IRS recognizes ASCLD/LAB as an organization described in section 501(c)(3) of the Code, exempt from federal income tax under section 501(a) of the Code and not a private foundation under section 509(a) of the Code. ASCLD/LAB (a) operates in a manner consistent with its Code section 501(c)(3) status, (b) has not been determined to have any “unrelated business taxable income,” as defined in section 512 of the Code, arising out of the ownership, use or operation of the Business, (c) has no unrelated business taxable income which could have a Material Adverse Effect on its Code section 501(c)(3) status or which, if it was subject to federal income tax, would have a Material Adverse Effect on the condition, financial or otherwise, of ASCLD/LAB, (d) has not engaged in direct or “grass roots” lobbying or political campaign activity and (e) has not engaged in any transactions for which the value of the economic benefit provided by ASCLD/LAB exceeds the value of the consideration (including the performance of services) received by ASCLD/LAB for providing such benefit.

4.15 Intangible Assets. Schedule 4.15 contains a correct and complete list of the Intangible Assets that are owned by or licensed to ASCLD/LAB and related to the Business. ASCLD/LAB either owns the entire right, title and interest to, or holds an existing, valid and attached enforceable license to use, all the Intangible Assets used in the operation of the Business. To the knowledge of ASCLD/LAB, neither the Intangible Assets nor the operation of the Business infringes upon any intellectual property of any third party and no third party is infringing upon any Intangible Assets.

4.16 Employment Matters.

(a) Set forth on Schedule 4.16(a) contains a true, complete and correct list of employees of ASCLD/LAB (the “Employees”), along with the rate of all base compensation, bonus compensation and, for those compensated on commission, commission and draw rights payable to each such person, title, pay grade, part-time, full-time or temporary status, length of service and information as to whether each such Employee is active or on a short-term leave of absence, together with a reason for such absence.

(b) Schedule 4.16(b) contains a true, complete and correct list of the independent contractors, consultants or other third parties that have performed services for ASCLD/LAB in the past year, including the name, service date, compensation rate and a brief description of the services of each such person. All individuals characterized and treated by ASCLD/LAB as independent contractors or consultants are properly treated as independent contractors under applicable law, and all current Employees classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified.

(c) (i) ASCLD/LAB is not a party to or bound by any union collective bargaining agreements or other similar labor contracts; (ii) there has not been any worker's compensation liability, experience or matter outside of the ordinary course of business with respect to the Business within the past five years; (iii) ASCLD/LAB has not experienced any material labor

disputes or work stoppages due to labor disagreements in connection with the Business, and there is currently no labor strike, dispute, slow down or stoppage with respect to the Business actually pending or threatened against ASCLD/LAB; (iv) ASCLD/LAB has not engaged in any unfair labor practices within the meaning of the National Labor Relations Act with respect to employees of the Business or people who provide services that support the Business; (v) there are no pending employment discrimination, employee health and safety, unfair labor practice, wage and hour, unemployment compensation, worker's compensation, union grievances or other employment-related investigation, claim or allegation against ASCLD/LAB; (vi) ASCLD/LAB is in compliance with all applicable laws, contracts and agreement respecting employment and employment practices, labor relations, employee health and safety, terms and conditions of employment and wages and hours; (vii) all Employees are legally authorized to work in the United States; (viii) ASCLD/LAB has completed and retained the necessary employment verification paperwork under the Immigration Reform and Control Act of 1986 for the employees hired within the past five years; and (ix) there have been no, and there are currently no violations, citations, charges, claims or investigations, pending or threatened against ASCLD/LAB under the Occupational Safety and Health Act of 1970, as amended, 29. U.S.C. §651, et seq. or any similar state or local laws.

(d) Except as set forth on Schedule 4.16(d), ASCLD/LAB has not sponsored or maintained any employee pension benefit plans, qualified profit sharing plan or other employee benefit plan, program or arrangement with respect to employees of the Business (collectively, the "Plans"). ASCLD/LAB is not a party to any employment contract with any person, nor any contract involving termination, retirement or termination pay, deferred compensation or other Plan, including any post-employment benefits program of any kind, with respect to employees of the Business. ASCLD/LAB has maintained and operated its Plans in compliance with the applicable Plan documents and all applicable laws. ASCLD/LAB has incurred no liability to any non-U.S. or U.S. federal, state or local governmental, regulatory or administrative authority, agency or commission or any court, tribunal or other judicial or arbitral body in connection with any of its Plans.

4.17 Certain Transactions. During the five years prior to the date hereof, ASCLD/LAB has not, directly or indirectly, had any transaction or agreement with any of ASCLD/LAB's members, managers, officers or employees, or any of their family members or other affiliates, except for remuneration for employment services performed on behalf of ASCLD/LAB in the ordinary course of business and distributions made to members. ASCLD/LAB does not owe any amount to, or have any outstanding contract or other agreement with or commitment to, any of ASCLD/LAB's members, managers, officers, employees or independent contractors (other than compensation for current services not yet due and payable and reimbursement of expenses arising in the ordinary course of business), and none of such persons owe any amount to ASCLD/LAB. No part of the property or assets of any of ASCLD/LAB's members or any direct or indirect subsidiary or affiliate of any of ASCLD/LAB's members is used by ASCLD/LAB.

4.18 Brokers and Finders. Neither ASCLD/LAB nor any of ASCLD/LAB's members has employed any investment banker, broker or finder or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby.

4.19 No Other Representations. Except for the representations and warranties contained in in this Article IV (including the related portions of the Schedules), ASCLD/LAB has not made and is not making any other express or implied representation or warranty, either written or oral, on behalf ASCLD/LAB, the Business or the Transferred Assets, including any representation or warranty as to the accuracy or completeness of any information regarding ASCLD/LAB or the Business furnished or made available to the Company and its representatives (including any information, documents or material made available to the Company in management presentations, in any data room, or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Business or ASCLD/LAB or any representation or warranty arising from statute or otherwise in law.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

In order to induce ASCLD/LAB to enter into the affiliation contemplated by this Agreement, the Company represents and warrants to ASCLD/LAB as of the date of this Agreement and as of the Closing Date that:

5.1 Organization. The Company is a limited liability company operating on a nonprofit basis duly organized and validly existing under the laws of the State of Wisconsin and has filed all reports required to be filed with the Wisconsin Department of Financial Institutions and has all requisite power and authority to own, operate and lease its properties and carry on its business as now conducted.

5.2 Authorization of the Agreement. The Company has all necessary power and authority to execute and deliver this Agreement and the other documents, instruments and agreements to be executed and delivered by the Company pursuant hereto and to perform the transactions contemplated hereby and thereby and the execution and delivery of this Agreement and such other documents, instruments and agreements by the Company, and the performance by it of each of its obligations to be performed hereunder and thereunder, have been duly authorized by all necessary and appropriate action on the part of the Company. The execution and delivery of this Agreement and the other documents, instruments and agreements to be executed and delivered pursuant to this Agreement do not, and the consummation of the transactions contemplated hereby and thereby do not and will not, with or without the giving of notice or the passage of time, conflict with, result in or constitute a breach, default, right to accelerate or loss of rights under, or result in the creation of any Lien pursuant to, (a) the terms or conditions of the Company's articles of organization or operating agreement (or other governance and formation documents), (b) any law, rule, regulation, statute, order, judgment or decree or (c) any contract, agreement, lease, license or instrument to which the Company is a party or by which the Company is bound or affected. This Agreement is, and each other document, instrument and agreement to be executed by the Company pursuant hereto will be when so executed, a valid and binding obligation of the Company, enforceable in accordance with their respective terms, except that enforcement may be limited by a bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors rights generally and by general equitable principles.

5.3 Brokers and Finders. Neither the Company nor any of the Company's members has employed any investment banker, broker or finder or incurred any liability for any investment

banking fees, financial advisory fees, brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby.

5.4 Independent Investigation; Non-Reliance. The Company has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Business, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of ASCLD/LAB and the Business for such purpose. The Company acknowledges and agrees that neither ASCLD/LAB nor any other Person has made any representation or warranty as to ASCLD/LAB, the Business or this Agreement, except as expressly set forth in Article 4 of this Agreement (including the related portions of the Schedules)

ARTICLE VI

CONDITIONS TO THE COMPANY'S OBLIGATION TO CLOSE

The obligation of the Company to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction and fulfillment, prior to and on the Closing Date, of the following express conditions precedent:

6.1 Representations and Warranties. The representations and warranties in this Agreement made by ASCLD/LAB (a) that are subject to any materiality qualifiers shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though said representations and warranties had been again made on the Closing Date, and (b) that are not subject to materiality qualifiers shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though said representations and warranties had been again made on the Closing Date, and ASCLD/LAB shall have furnished the Company with a certificate to that effect.

6.2 Performance of Covenants and Obligations. ASCLD/LAB shall have performed and complied (within the applicable time periods prescribed by this Agreement) with all of its covenants and obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date, and ASCLD/LAB shall have furnished the Company with a certificate to that effect.

6.3 Licenses. The receipt by the Company of all necessary or appropriate government licenses to operate the Business after the Closing.

6.4 No Litigation. No litigation shall have been commenced or threatened against ASCLD/LAB by a third party not affiliated with the Company relating to the Transferred Assets, the Business, and/or the transactions contemplated by this Agreement.

6.5 Board Approval. The Company shall have obtained all necessary approvals from its board of directors.

6.6 Owned Real Property.

(a) Prior to the Closing, ASCLD/LAB shall have furnished to the Company, for the Owned Real Property:

(i) at the Company's expense, a title commitment issued by a nationally recognized title insurance company reasonably acceptable to the Company (the "Title Company") to insure the Company's title to the Owned Real Property for the fair market value thereof, together with such endorsements, and otherwise in such form, as the Company shall reasonably require (the "Title Commitments"). The Title Commitment shall include the Title Company's requirements for issuing its title policies, which requirements shall be met by ASCLD/LAB on or before the Closing Date;

(ii) at ASCLD/LAB's expense, complete copies of all recorded or recordable, as applicable, documents listed as Schedule B-1 matters to be terminated or satisfied in order to issue the policy described in the Title Commitment or as Schedule B-2 exceptions thereunder;

(iii) at ASCLD/LAB's expense, true, correct and complete disclosures of the following information (including originals or exact copies of all written materials) relating to the Owned Real Property and in ASCLD/LAB's possession: environmental reports and filings; surveys; title evidence; engineering data; soil and geotechnical tests; documentation relating to public infrastructure, services or utilities; information relating to any leases; and information relating to lead-based paint (collectively, the "Real Property Disclosure Information"). ASCLD/LAB shall immediately deliver to the Company any and all Real Property Disclosure Information that becomes known or available to ASCLD/LAB after the required disclosure date; and

(iv) at the Company's expense, an ALTA survey of the Owned Real Property (the "Survey") prepared by a surveyor licensed in North Carolina. The Survey shall contain a certificate by the surveyor in form and content reasonably required by the Title Company and the Company. The Survey shall be prepared in form required by the Title Company for the issuance of a title policy with no exceptions for matters of survey, and shall meet the requirements for a land title survey, as defined in the 2005 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys and shall include items 1, 2, 3, 4, 6, 7(a), 7(b), 8, 9, 10, 11(b), 13, 14, and 16 of Table A to such Requirements to the extent applicable.

(b) ASCLD/LAB shall correct to the Company's satisfaction any condition of title set forth in the Title Commitments not acceptable to the Company ("Title Defects") on or before the Closing Date. The Company shall provide a list of Title Defects to ASCLD/LAB not less than five business days prior to the Closing Date.

(c) As of the Closing Date, all work performed or materials furnished for the Owned Real Property shall have been fully paid for, and ASCLD/LAB shall deliver an affidavit to that effect to the Title Company at the Closing. Further, ASCLD/LAB shall provide the Company with appropriate lien waivers from any and all contractors, subcontractors, laborers or material men furnishing labor or material for the improvement of the Owned Real Property during the six months preceding the Closing Date.

6.7 Additional Documents. ASCLD/LAB shall have caused the documents and instruments required by Section 1.4(a) to be delivered to the Company.

6.8 No Material Adverse Change. There shall have not occurred a Material Adverse Effect.

ARTICLE VII

CONDITIONS TO ASCLD/LAB'S OBLIGATION TO CLOSE

The obligation of ASCLD/LAB to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction and fulfillment, prior to and on the Closing Date, of the following express conditions precedent:

7.1 Representations and Warranties. The representations and warranties in this Agreement made by the Company (a) that are subject to any materiality qualifiers shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though said representations and warranties had been again made on the Closing Date, and (b) that are not subject to materiality qualifiers shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as though said representations and warranties had been again made on the Closing Date, and the Company shall have furnished the Company with a certificate to that effect.

7.2 Performance of Covenants and Obligations. The Company shall have performed and complied (within the applicable time periods prescribed by this Agreement) with all of its covenants and obligations under this Agreement which are to be performed or complied with by the Company prior to or on the Closing Date, and the Company shall have furnished ASCLD/LAB with a certificate to that effect.

7.3 Additional Documents. The Company shall have caused the documents and instruments required by Section 1.4(b) to be delivered to ASCLD/LAB.

ARTICLE VIII

ADDITIONAL COVENANTS OF THE PARTIES

8.1 Forensic Accreditation Council. After the Closing Date, the Company shall cause the members of the current ASCLD/LAB board of directors to become members of the Company's Forensic Accreditation Council (the "Council"). The Council has the responsibility to provide advice on the policies and requirements, which protect the integrity of the Company's forensic accreditation process. The purpose of the Council includes the following: (a) ensure the integrity and impartiality of the forensic accreditation process; (b) review and advise on recommend changes to accreditation policy requirements and implementation of forensic policy; (c) provide advice on the accreditation system, process and integrity; and (d) participate in appeals and/or complaints.

8.2 ASCLD/LAB Cash. At the Closing, the Company agrees that ASCLD/LAB's cash on hand as of the Closing shall be used exclusively for (a) investment in, and operation of, the Company and/or the Business, including current and future accreditation programs, and (b) payment of ASCLD/LAB's fees and expenses incurred in dissolving, winding down and terminating ASCLD/LAB's corporate existence, including but not limited to the expenses incurred in effectuating the actions described in Section 8.9 below (collectively, the "Dissolution Expenses").

The Company shall timely pay all Dissolution Expenses upon presentation of invoices or other evidence of such expenses.

8.3 Further Instruments. On the Closing Date, or thereafter if necessary, ASCLD/LAB, on the one hand, and the Company, on the second hand, shall, at their own cost or expense, execute, deliver and, if necessary, file or cause to be executed, delivered and, if necessary, filed such further instruments of transfer and conveyance and take such other action as the other party may reasonably require to carry out more effectively the sale and transfer of the Transferred Assets contemplated by this Agreement and to protect the right, title and interest of the Company in and enjoyment by the Company of the Transferred Assets.

8.4 Conduct Subsequent to Closing. The Company and ASCLD/LAB shall cooperate with each other and shall cause their respective officers, employees, agents, advisors and representatives to cooperate with each other after the Closing Date to ensure an orderly transition of the Business and the Transferred Assets from ASCLD/LAB to the Company and to minimize any disruption to the respective businesses of ASCLD/LAB and the Company that might result from the transactions contemplated hereby.

8.5 Access. From the date hereof until the Closing Date, ASCLD/LAB shall provide the Company and its authorized officers, agents and representatives with information pertaining to the Transferred Assets and all properties, books, records, contracts, tax returns and documents of ASCLD/LAB for the purpose of enabling the Company to take such actions as the Company deems necessary to effect a smooth transition of the Business from ASCLD/LAB to the Company; provided, however, that the Company shall not have access to, or communicate with, any employees or independent contractors of ASCLD/LAB without the prior consent of the Executive Director of ASCLD/LAB.

8.6 Preservation of Business. From the date hereof until the Closing Date, ASCLD/LAB shall carry on the Business in the ordinary course of business consistent with past practice and shall use its commercially reasonable efforts to keep its business organization intact, including, without limitation, the preservation of existing relationships with its customers and maintaining the value of the Transferred Assets as a going concern.

8.7 Cooperation in Obtaining Consents. To the extent that ASCLD/LAB's rights under any Assumed Contract or government license, approval, permit or authorization constituting a Transferred Asset, or any other Transferred Asset, may not be assigned to the Company without the consent of a third party which has not been obtained prior to Closing (any such Transferred Asset, a "Non-Assignable Asset"), this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful; provided, however, that the Executive Director of ASCLD/LAB shall cause ASCLD/LAB: (a) promptly pay or cause to be paid to the Company all monies received by ASCLD/LAB with respect to any such Non-Assignable Asset; (b) use its commercially reasonable efforts, and the Company shall cooperate in all reasonable respects with ASCLD/LAB, to obtain all consents and waivers and to resolve all impracticalities of assignments and transfers necessary to convey any Non-Assignable Assets; and (c) cooperate with the Company in any reasonable arrangement designed to provide for the Company the benefits intended to be assigned to the Company under the relevant Non-Assignable Asset on a pass through basis, including enforcement, at the cost and for the account of the

Company, of any and all rights of ASCLD/LAB against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise; provided further that any Non-Assignable Asset which has not otherwise been transferred to the Company by September 30, 2016 (the "Dissolution Date") shall automatically be assigned to the Company as of the Dissolution Date with no further action required by either party hereto. The Company hereby acknowledges and releases ASCLD/LAB from the obligations of this Section 8.7 from and after the Dissolution Date.

8.8 Notice. ASCLD/LAB shall give the Company prompt written notice of any changes in any of the information contained in the representations and warranties made in Article IV of this Agreement or elsewhere in this Agreement or the attached Schedules arising from events occurring after the date hereof, which changes shall be deemed to timely update the Schedules, unless the Company has the right to terminate this Agreement by reason of such changes and exercises that right.

8.9 Dissolution and Use of Name. As soon as reasonably feasible after the Closing (taking into account ASCLD/LAB's obligations under Section 8.7), ASCLD/LAB shall (a) cease using the names "American Society of Crime Lab Directors" and "Laboratory Accreditation Board" or any variants or combinations thereof; (b) file articles of dissolution and take all actions necessary to dissolve itself, including filing its final Federal Tax Form 990; and (c) take all actions requested by the Company to enable the Company to use ASCLD/LAB's name in connection with the Company's operation of the Business.

8.10 Employees.

(a) Commencing on the Closing Date, ASCLD/LAB shall terminate all employees of ASCLD/LAB, and the Company shall either offer employment on an "at will" basis to, or enter into an independent contractor agreement (in form and substance mutually agreeable to the parties) with, all such employees at compensation and benefit levels, when taken as a whole, that are commensurate with existing compensation and benefit levels (subject in the case of such independent contractors, to each such independent contractor's status as an independent contractor and not an employee of the Company). The Company shall offer health insurance coverage without any break in coverage or preexisting condition waiting period to those employees who accept the Company's offer of employment and commence working for the Company. ASCLD/LAB shall bear any and all liability resulting from ASCLD/LAB's employment terminations pursuant to this Section 8.10.

(b) ASCLD/LAB shall be solely responsible, and the Company shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of ASCLD/LAB, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with ASCLD/LAB at any time on or prior to the Closing Date and ASCLD/LAB shall pay all such amounts to all entitled persons as and when due.

(c) ASCLD/LAB shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of

ASCLD/LAB or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring while the applicable individual employed by or rendering services to ASCLD/LAB is still in the employ of or engaged by ASCLD/LAB. ASCLD/LAB also shall remain solely responsible for all workers' compensation claims of any current or former employees, officers, directors, independent contractors or consultants of ASCLD/LAB which relate to events occurring while the applicable individual employed by or rendering services to ASCLD/LAB is still in the employ of or engaged by ASCLD/LAB. ASCLD/LAB shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

8.11 Release. The Company, on behalf of itself and its officers, directors, employees, successors, assigns, affiliates and any persons acting by, through or under any of them (collectively, the "Company Parties") hereby irrevocably releases and forever discharges the directors, officers, employees, members of ASCLD/LAB's delegate assembly, agents, attorneys, representatives, and any persons acting by, through or under each of them (each, a "Releasee" and, collectively, the "Releasees"), of and from any and all Claims (as defined below) arising from or related in any manner to the transactions contemplated by this Agreement, except to the extent arising from or related to fraud, criminal activity or willful misconduct. "Claims" means any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments, diminution in value and penalties (including all reasonable attorneys' and consultants' fees and expenses), of any nature whatsoever whether or not now known, claimed or suspected, fixed or contingent, arising or resulting from any manner of action or actions, cause or causes of action in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands and losses.

ARTICLE IX TERMINATION

9.1 Termination. This Agreement may be terminated only upon written notice by the terminating party to the other party at any time prior to the Closing and only in the following manner:

- (a) by mutual written consent of the Company and ASCLD/LAB;
- (b) by either the Company or ASCLD/LAB in the event the conditions to the terminating party's obligations under ARTICLE VI and ARTICLE VII, as the case may be, have not been met or waived by the terminating party on or prior to April 30, 2016, but only if the terminating party has not caused the condition giving rise to termination to be not satisfied through its own action or inaction; or
- (c) by either the Company or ASCLD/LAB if any decree, permanent injunction, judgment, order or other action by any court of competent jurisdiction or any governmental entity preventing or prohibiting consummation of the transactions contemplated by this Agreement shall have become final and nonappealable.

9.2 Effect of Termination.

- (a) Subject to Section 9.2(b), in the event of a termination of this Agreement pursuant to Section 9.1(a), this Agreement shall forthwith become void and there shall be no

liability under this Agreement on the part of the Company or ASCLD/LAB or any of their respective officers or directors and all rights and obligations of each party hereto shall cease.

(b) Termination of this Agreement shall not relieve either party from any liability for any misrepresentation or breach, existing as of the date of the termination, of any of such party's representations, warranties, covenants and/or agreements made under this Agreement.

ARTICLE X

MISCELLANEOUS

10.1 Entire Agreement. This Agreement (together with the Exhibits and Schedules attached hereto and the other documents delivered pursuant hereto) constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, regardless of such state's conflict of laws principles.

10.3 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.4 Expenses. Each party shall pay its own expenses incurred in connection with the negotiation of this Agreement and the consummation of the transactions contemplated hereby.

10.5 Notices. Any and all notices, demands and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a party at the earlier of: (a) when personally delivered to such party or sent by e-mail, (b) three days after being mailed to such party by registered or certified United States mail, return receipt requested, at the address designated below for such party (or to such other address for such party as such party may have substituted by notice pursuant to this section) or (c) one day after being sent to such party by overnight courier and addressed to such party at the address designated below for such party (or to such other address for such party as such party may have substituted by notice pursuant to this section):

if to the Company:

ANSI-ASQ National Accreditation Board, LLC
c/o Mr. John Knappenberger
600 N. Plankinton Avenue, Suite 300
Milwaukee, WI 53203
Email: jknappenberger@anab.org

with a copy to (which shall not constitute notice):

Reinhart Boerner Van Deuren s.c.

1000 North Water Street, Suite 1700
Milwaukee, WI 53202
Attn: Timothy P. Reardon, Esq.
Email: treardon@reinhartlaw.com

and if to ASCLD/LAB:

ASCLD/LAB
c/o Ms. Pam Bordner
ASCLD/LAB
139 Technology Drive, Suite J
Garner, NC 27529
Email: pbordner@asclld-lab.org

with a copy to (which shall not constitute notice):

Hirschler Fleischer, P.C.
The Edgeworth Building
2100 E. Cary Street
P.O. Box 500
Richmond, VA 23223 (mail 23218-0500)
Attn: Andrew M. Lohmann, Esq.
Email: alohmann@hf-law.com

10.6 Amendment, Modification and Waiver. This Agreement may not be modified, amended or supplemented except by mutual written agreement of all the parties hereto. The failure of any party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

10.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrase or to replace any invalid or unenforceable term or provision with a term or provision that is valid or enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed

10.8 Specific Performance. Each of the parties hereto acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each of the parties hereto agree that the other parties shall be entitled to specific performance, injunction and/or other equitable relief to prevent breaches (whether anticipatory, continuing or future) of the

provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court in the United States or in any state having jurisdiction over the parties without any bond or other security being required and the matter in addition to any other remedy to which they may be entitled pursuant hereto

10.9 Counterparts; Facsimile Signatures. This Agreement may be executed by facsimile or other electronic means (*e.g.*, .pdf format) and in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

7715831-8 041415 00001

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be executed as of the date and year first written above.

COMPANY:

ASCLD/LAB

ANSI-ASQ NATIONAL ACCREDITATION
BOARD, LLC

AMERICAN SOCIETY OF CRIME LAB
DIRECTORS/LABORATORY
ACCREDITATION BOARD

BY 

John Knappenberger, President and CEO

BY _____

Pam Bordner, Executive Director

[Signature Page to Affiliation Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be executed as of the date and year first written above.

COMPANY:

ASCLD/LAB

ANSI-ASQ NATIONAL ACCREDITATION
BOARD, LLC

AMERICAN SOCIETY OF CRIME LAB
DIRECTORS/LABORATORY
ACCREDITATION BOARD

BY _____
John Knappenberger, President and CEO

BY *Pamela L. Bordner*
Pam Bordner, Executive Director

[Signature Page to Affiliation Agreement]

GENERAL BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, by this General Bill of Sale made and entered into as of April 21, 2016, AMERICAN SOCIETY OF CRIME LAB DIRECTORS/LABORATORY ACCREDITATION BOARD, a Missouri nonprofit corporation ("ASCLD/LAB"), for good and valuable consideration paid to it as of the date hereof by ANSI-ASQ NATIONAL ACCREDITATION BOARD, LLC, a Wisconsin limited liability company operating on a nonprofit basis (the "Company"), the receipt and sufficiency of which consideration is hereby acknowledged by ASCLD/LAB, pursuant to the terms and provisions of that certain Affiliation Agreement dated as of April 5, 2016 by and between the Company and ASCLD/LAB (the "Affiliation Agreement"), does hereby bargain, grant, sell, convey, assign, transfer and deliver to the Company and its successors and assigns all of the Transferred Assets (as defined in the Affiliation Agreement).

TO HAVE AND TO HOLD, the Transferred Assets conveyed hereby unto the Company, its successors and assigns, absolutely and unconditionally, and ASCLD/LAB does hereby bind itself, its successors and assigns to warrant the title to the Transferred Assets to ASCLD/LAB and its successors and assigns against every person lawfully making claim thereto.

ASCLD/LAB shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, such further documents and instruments and shall do and perform such further acts as may be reasonably necessary to give full effect to the intent of this document.

The provisions of this General Bill of Sale are subject, in all respects, to the terms and conditions of the Affiliation Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this General Bill of Sale.

IN WITNESS WHEREOF, Seller has executed this General Bill of Sale as of the day, month and year first above written.

AMERICAN SOCIETY OF CRIME LAB
DIRECTORS/LABORATORY
ACCREDITATION BOARD

BY *Pamela P. Bordner*
Pam Bordner, Executive Director

**DISCLOSURE SCHEDULE
DATED AS OF APRIL 5, 2016**

**TO THE
AFFILIATION AGREEMENT**

AS OF APRIL 5, 2016

BY AND AMONG

**ANSI-ASQ NATIONAL ACCREDITATION BOARD, LLC
A WISCONSIN LIMITED LIABILITY COMPANY OPERATING ON A NONPROFIT BASIS
(THE "COMPANY")**

AND

**AMERICAN SOCIETY OF CRIME LAB DIRECTORS/LABORATORY ACCREDITATION BOARD
A MISSOURI NONPROFIT CORPORATION
("ASCLD/LAB")**

This Disclosure Schedule is made and given pursuant to the Affiliation Agreement, dated as of April 5, 2016 (the "Agreement"), by and between the Company and ASCLD/LAB. ANAB and ASCLD/LAB may be individually referred to herein as a "Party" and collectively as the "Parties." All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. References to sections of the Disclosure Schedule generally correspond to the section numbers of the representations and warranties contained in Article IV of the Agreement, provided, however, that any information disclosed in the Disclosure Schedule under any section number shall be deemed to be disclosed and incorporated into any other section number of the Disclosure Schedule where it is reasonably apparent on the face of such disclosure that such disclosure would be applicable in such other section of the Disclosure Schedule.

Inclusion of any item in this Disclosure Schedule (i) does not represent a determination that the item is material or establish a standard of materiality, (ii) does not represent a determination that the item did not arise in the ordinary course of business, and (iii) shall not constitute, or be deemed to be, an admission to any third party concerning the item. This Disclosure Schedule may include brief descriptions or summaries of certain agreements and documents, copies of which have been provided to the Company.

SCHEDULE 4.15

INTANGIBLE ASSETS

Registered Intellectual Property

1. ASCLD/LAB is a registered trademark of ASCLD/LAB, registered with the U.S. Patent and Trademark Office (“USPTO”) on February 8, 2005 under registration number 2925383.
2. The ASCLD/LAB International design logo is a registered trademark of ASCLD/LAB, registered with the USPTO on October 20, 1998 under registration number 2980958.
3. The ASCLD/LAB design logo is a registered trademark of ASCLD/LAB, registered with the USPTO on August 2, 2005 under registration number 2197548.
4. The American Society of Crime Laboratory Directors/Laboratory Accreditation Board is a registered trademark of ASCLD/LAB, registered on November 17, 1998 under registration number 2203896.
5. The ASCLD/LAB accreditation design logo is a registered trademark of ASCLD/LAB, registered with the USPTO on October 20, 1998 under the registration number 2198234.
6. The “Quality Matters” tagline is a registered trademark of ASCLD/LAB, registered with the USPTO on January 6, 2015 under the registration number 4665450.
7. ASCLD/LAB has registered copyrights on the following published works:
 - a. Supplemental Requirements for the Accreditation of Forensic Science Testing Laboratories, 2011 Edition
 - b. Supplemental Requirements for the Accreditation of Forensic Science Calibration Laboratories Breath Alcohol Measuring Instruments (2016)
 - c. Crosswalk for the Supplemental Requirements for the Accreditation of Forensic Science Calibration Laboratories Breath Alcohol Measuring Instruments (2016)
 - d. 2007 Supplemental Requirements for the Accreditation of Breath Alcohol Calibration Laboratories
 - e. Program Overview, Version 5.0 (2016)

Unregistered Intellectual Property

1. The following websites are unregistered intellectual property rights of ASCLD/LAB:
www.asclcd-lab.org

2. ASCLD/LAB holds unregistered copyrights in all of its accreditation policies, standards and guidance.

Infringement Claims

1. ASCLD/LAB resolved certain third party opposition to its "Quality Matters" trademark application through that certain Co-Existence Agreement, dated October 20, 2014, among ASCLD/LAB and MarylandOnline, Inc.

Licenses Used by ASCLD/LAB

ASCLD/LAB has been granted certain intellectual property licenses pursuant to the following agreements:

1. Postage Meter Rental Agreement, dated December 29, 2015, among NeoPost USA, Inc. and ASCLD/LAB.
2. 35 ESET Endpoint Antivirus Licenses, dated October 16, 2014
3. Master Agreement, dated October 2, 2013, among Qualtrax and ASCLD/LAB.
4. Network License Agreement, dated October 1, 2013, among American National Standards Institute, Inc. and ASCLD/LAB.