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103462689

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11.19.07

1. Name of conveying party(ies):

Martin Smith Consulting Group, LLC
601 Riverview Drive
Benton Harbor, MI 49022

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Michigan

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 5, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ethnometrics Corp.

Internal _____

Address: _____

Street Address: 601 Riverview Drive

City: Benton Harbor,

State: MI

Country: USA Zip: 49022

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Michigan
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
3,042,301

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ETHNOMETRICS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Viad Corp

Internal Address: Law Department

Attention: Dianne Shay

Street Address: 1850 N. Central Avenue, Suite 800

City: Phoenix,

State: AZ Zip: 85004-4545

Phone Number: 602 207-5611

Fax Number: 602 207-5480

Email Address: dshay@viad.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Tina D. Wilcox
Signature

Tina D. Wilcox

Name of Person Signing

11/15/2007

11/20/2007 REGISTRATION SECTION 3042301

Number of pages including cover sheet, attachments, and document: 40.30

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into this 5th day of November, 2007 by and between **Martin Smith Consulting Group, LLC**, a limited liability company formed under the laws of the state of Michigan, with offices at 601 Riverview Drive, Benton Harbor, Michigan 49022 ("Assignor") and **Ethnometrics Corp.**, a Michigan corporation with offices at 601 Riverview Drive, Benton Harbor, Michigan 49022 ("Assignee") (collectively the "Parties").

Whereas, Assignor is the owner in the United States of the trademark ("Mark") identified as: ETHNOMETRICS, registered in the United States Patent and Trademark Office, Reg. No. 3,042,301, dated January 10, 2006, and claiming first use of August 4, 2004; and

Whereas, Assignee has been a permitted user of said Mark and is desirous of acquiring ownership of said Mark, and Assignor wishes to assign the Mark to Assignee;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, including but not limited to the sum of \$10.00 (ten dollars) paid by Assignee to Assignor, and additional consideration that may benefit the managers of Assignor, in their capacity as constituents of Assignee, upon the execution of that certain Asset Purchase Agreement contemplated between Assignee and Metrics Services Inc., the Parties agree as follows:

1. Assignor hereby assigns, sells and transfers to Assignee all rights, title and interest in and to the Mark, the goodwill of the business symbolized by the Mark, along with the registration thereof.
2. Assignor represents and warrants (i) that Assignor is the exclusive owner of the Mark; (ii) that Assignor possesses all rights, title and interest in and to the Mark; (iii) that Assignor has the power and authority to enter into this Assignment; (iv) that to the knowledge of Assignor the Mark does not infringe on the rights of any other person or entity, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
3. Assignor agrees to assist Assignee, upon request and at Assignee's expense, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
4. The covenants contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed in duplicate the day and year first above written.

ASSIGNOR:

[Signature]

(signature)

MARTIN SMITH

(print name)

President

(title)

ASSIGNEE:

[Signature]

(signature)

Kevin R. Smith

(print name)

Partner + CEO

(title)

ASSIGNOR'S JURAT

State of Georgia

ss.

County of Dekalb

Subscribed and sworn to before me on this 7 day of November 2007, by Terrence Gory, generally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me, serving as the Martin Smith President of Assignor and that (s)he signed this document on behalf of Assignor.

[Signature]
NOTARY

(seal)

MY COMMISSION EXPIRES
JULY 25, 2008
DEKALB COUNTY GEORGIA

ASSIGNEE'S JURAT

State of Nevada

ss.

County of Clark

Subscribed and sworn to before me on this 5th day of November 2007, by Kevin Rabbitt, generally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me, serving as the _____ of Assignee and that (s)he signed this document on behalf of Assignee.

[Signature]
NOTARY

(seal)