

02-18-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

102671061

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

2-13-04

BH Capital Investments, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 9/13/02

2. Name and address of receiving party(ies)

Name: Turf Science Laboratories, Inc.

Internal

Address:

Street Address: 2121 Hoover Avenue

City: National City State: CA Zip: 91950

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2507389

Additional number(s) attached Yes No

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

Name: John H. Anderson, Esq.

Internal Address:

Law Offices of John H. Anderson

Street Address: 105 E. Mariposa

City: San Clemente State: CA Zip: 92672

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

John H. Anderson

Name of Person Signing

Signature

February 9, 2004

Date

Total number of pages including cover sheet, attachments, and document: 1

02/17/2004 RBETRACHE 00000099 2507389

40.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:6521

2004 FEB 13 AM 7:14
DPR/FINANCE

TRADEMARK
REEL: 002914 FRAME: 0377

ASSET PURCHASE AGREEMENT

COPY

THIS AGREEMENT, (the Asset Purchase Agreement, together with all exhibits, schedules and other documents attached hereto, hereinafter referred to as the "Agreement") is made by and between BH Capital Investments, L.P., for itself and as agent for other secured creditors ("Seller") and Turf Science Laboratories, Inc. existing under the laws of California, or an affiliate ("Purchaser"), on this 13th day of September, 2002.

WITNESSETH

WHEREAS, Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, certain of the assets, properties and rights acquired by the Seller through its non-judicial foreclosure of a blanket security interest in the assets of Eco Soil Systems, Inc. ("ESSI"), a California corporation. Specifically, by the transaction described in this Agreement, Seller desires to sell to Purchaser certain assets, properties and rights comprising the ESSI BioJect Business Unit which provides materials and equipment for use in supplementing irrigation to golf course greens (the "Business"). It is understood by Seller and Purchaser that the Agreement herein excludes any and all assets of any type or nature pertaining to the FreshPack line of Eco Soil Systems, Inc.

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

ARTICLE 1

Assets, Liabilities and Purchase Price

1.01 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, the Seller agrees to sell, transfer, convey, assign and deliver ("Transfer") to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Seller, all of the Seller's rights, titles, interests, properties, and assets of every kind, character and description, whether tangible or intangible, and wherever located, owned by the Seller and necessary for the operation of the Business (hereinafter collectively referred to as the "Transferred Assets") free and clear of all Liens of record (as defined in Section 3.04) and/or known possessory Liens, except as set forth in 1.02 and 1.03 below:

(a) all know-how, books and documents, related to or used in the manufacture, sale or other exploitation of the products and/or services of the Business to the extent necessary to manufacture, sell and otherwise exploit same as currently (or currently envisioned to be) manufactured, sold or exploited, as set forth in Schedule 1.01(a);

(b) all inventories of the Business, including, without limitation, all raw materials, work in process and finished goods (collectively, the "Inventories"), a summary of which is set forth on Schedule 1.01(b);

(c) all packaging materials, shipping materials, supplies and printed materials of the Business, a summary of which is set forth on Schedule 1.01(c);

(d) all machinery, equipment, molds, tools and spare parts of the Business that are reflected on Schedule 1.01(d);

(e) all of the following which shall be specifically set forth on Schedule 1.01(e):

(1) United States and foreign patents and all applications therefore, and inventions made by ESSI or employees of ESSI and which are used in the conduct of the Business and owned or licensed by ESSI;

(2) United States and foreign copyright rights and registrations and applications therefore, for copyright works created by ESSI or employees of ESSI and are used in the conduct of the Business and which works and copyright rights are in the possession of and/or owned or licensed by ESSI;

(3) United States and foreign trademarks, registered or unregistered, adopted for use solely in the conduct of the Business and development of products of the Business and are used in the conduct of the Business, which are owned or licensed by ESSI; and are not used by any persons in connection with any products or business outside of the Business; and any trademark registrations therefore (or applications for trademark registrations), together with the goodwill of the Business associated therewith;

(4) all un-patented inventions, trade secrets, confidential and proprietary information and know-how that originated out of, and are immediately prior to the Closing, in possession of, used in and owned by ESSI; and

(5) all rights to sue third parties for infringement with respect to the foregoing;

(f) all marketing and sales materials, advertising materials, catalogs and sales brochures of the Business;

(g) all permits, licenses, license applications, approvals, product registrations and product clearances, and all drafted and filed applications of any of the foregoing, that are used in the conduct of the Business including those that are set forth of Schedule 1.01(g); and

(h) all books, records, manuals, files and other documentation, whether written, electronic or otherwise, of the Business, including without limitation, customer records, supplier lists, distributor lists, purchase and sale records, price lists, correspondence, quality

control records, research and development files, drawings, blue prints, designs and accounting records.

(i) It is understood that Purchaser shall assume no liabilities in respect of the Assets which exist as of the closing date or which arise thereafter from the conduct of the Business prior to the closing date, except that Purchaser shall assume the continuing service obligations under the Business' agreements with its customers as of the closing date.

(j) All accounts receivables, billed and unbilled, as reflected on Schedule 1.01(j), to become the property of Purchaser as of the date of Closing. Seller makes no representations or warranties in regard to the accuracy of accounts receivables reflected on Schedule 1.01(j).

(k) Seller acknowledges that there are approximately 78 contracts in place with golf course properties and sod farms that are currently using BioJect. The Seller also acknowledges that it is the intention of both parties to this Agreement that Purchaser will inherit the rights, if any, to those contracts that are transferable as listed on Schedule 1.01(k). Seller agrees to facilitate and cooperate in the transfer of said contracts to Purchaser.

1.02 Right of First Refusal. The parties acknowledge that Seller remains the owner of a certain quantity of BioJect Units (estimate 300) which are not the subject of this Asset Purchase Agreement. As to any Seller retained BioJect Units not covered by this Agreement, Seller hereby grants a Right of First Refusal to purchase any or all of those Units. The Right of First Refusal shall be exercised within 48 hours of first notification by Seller to Purchaser. Seller agrees that before it sells any of its remaining BioJect Units to a third party it will first offer those Units to Buyer at the same terms and conditions that it offers to a third party. Seller agrees that it will not sell any of the remaining BioJect Units to any individual or entity that is in the "Professional Turf Business" which is defined as any individual or entity involved in the building and operating of a golf course and/or sod business.

1.03 Patent Violations. Seller further covenants that it will not sell any of its remaining BioJect Units to any third party who in the use of the same would violate any of the patents concerning those Units which are being transferred to Purchaser as a result of the sale. However, in the event Seller sells any BioJect Unit(s) to any individual or entity not in the Professional Turf Business, Purchaser agrees to grant without cost (except for direct expenses) a license to the buyer of said BioJect Unit(s) in order that said buyer will not be in violation of the patents.

1.04 Purchase Price. The aggregate purchase price (the "Purchase Price") for the Transferred Assets to be paid by the Purchaser to the Seller shall be FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00), the terms of which to be as follows:

- (a) Purchaser to deposit THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) into a Trust Account of the Law Offices of John H. Anderson at or before the time of signing of the Agreement.

- (b) Purchaser to execute a secured note in favor of Seller in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) bearing interest at a rate of 6% per annum all due and payable on or before December 31, 2002 with the right to prepay without penalty at any time. This Note is not subject to any offsets or deductions of any kind or nature. Notwithstanding the foregoing, this Note shall be reduced by the amount of accounts receivables of Eco-Soil Systems, Inc., collected by Seller after August 23, 2002.
- (c) Immediately upon Closing, Purchaser shall cause to be disbursed to Seller the amount of \$300,000.00 from the Trust Account of the Law Offices of John H. Anderson.
- (d) Immediately upon Closing, Purchaser shall cause to be disbursed from the Trust Account of John H. Anderson the sum of \$50,000.00 to Allstate Moving Systems. Upon payment to Allstate Moving Systems storage facility, Purchaser is to identify by serial number the 78 BioJect Units referenced on Schedule 1.01(b) and to provide acknowledgment of same to Seller within 24 hours of the Closing.

1.05 Expenses. It is understood between the parties that the Purchaser will continue to employ, at will, six of the eight employees currently employed by the Business. Purchaser shall not be responsible for any of the Business' debts acquired and/or accrued before Sept 1, 2002, with the exception of the accrued employee benefits and salaries of the six retained employees. The Purchaser assumes all of the Business' debts acquired and/or accrued on and after September 1, 2002, including accrued employee benefits of the six retained employees.

ARTICLE II Closing

2.01 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will be on or about September 13, 2002. Seller and Purchaser agree that faxed copies of signatures to this Agreement faxed to The Law Offices of John H. Anderson, phone: (949) 492-9944, fax: (949) 492-9958 will constitute acknowledgment of the execution of this Agreement. The original signatures of the parties, or copies thereof, need not be found on the same sheet of paper. Seller and Purchaser shall cooperate in providing original signatures to this Agreement as soon as possible, after Closing, by sending the same to The Law Offices of John H. Anderson, 105 East Mariposa, San Clemente, California, 92672-3904, U.S.A.

2.02 Conveyance and Transfer. At the Closing, the Seller shall deliver to the Purchaser such bills of sale, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in a form reasonably satisfactory to the Purchaser, effective to vest in the Purchaser all of the Seller's right, title, and interest in and to the Transferred Assets. Purchaser shall be responsible for the physical relocation of the Transferred Assets from their present locations to Purchaser's own facilities.

2.03 Further Assurances. Upon Closing, Seller shall initiate and complete a transfer of the Patent rights contained in Schedule 1.10(a) to Purchaser. Seller shall, without further consideration, diligently execute and deliver any instruments of conveyance, assignment, transfer and delivery, including but not limited to the transfer of said Patent rights, and take such other actions as the Purchaser may reasonably request in order to more effectively Transfer to the Purchaser the rights, properties, assets of the Business intended to be Transferred hereunder.

ARTICLE III Representations and Warranties of the Seller

Except as set forth in the disclosure schedule attached hereto (the "Disclosure Schedule") the Seller hereby represents and warrants to the Purchaser as follows:

3.01 Corporate Existence. The Seller is a private investment company with power and authority to conduct its business as it is now being conducted and to own or lease its properties and assets.

3.02 Title to Properties; Encumbrances. Seller is owner of the assets subject to the Agreement by way of foreclosure under California Commercial Code, Article 9.

3.03 Patents, Trademarks, Trade Names. Schedule 1.01(a) contains a true and complete list of (a) all present patents, trademark registrations and copyright registrations originating out of and owned by and material to the Business, all applications for registration thereof and all intellectual property license agreements relating thereto and (b) all material agreements in existence on today's date relating to technology, know-how or processes that are necessary to conduct the Business that the Business is licensed or authorized to use by third parties or licenses or authorizes others to use. No licenses, sub-licenses or agreements with third parties exist that were entered into by the Business granting rights in such patents, trademarks or copyrights included in the Transferred Assets, except as described in Schedule.

3.04 Title to Properties; Encumbrances. The Seller has good and marketable title to all of its properties and assets constituting the Transferred Assets. None of the Transferred Assets are subject to any lien of record with the exception of the lien of First National Bank of which the security interest has been assigned to Seller. Seller shall provide Purchaser at Closing with the appropriate documentation waiving any future right to foreclosure against the purchased assets subject to the liens of First National Bank. When used in this Agreement, "Lien" shall mean any mortgage, pledge, security interest, conditional sale or other title retention agreement, encumbrance, lien, easement, claim, right, covenant, restriction, right of way, warrant, option or charge of any kind.

3.05 Broker's and Finder's Fees. The Seller is not a party to, nor is any obligated to make any payment relating to, any contract for the payment of any broker's or finder's fee in connection with the origin, negotiation, execution or performance of this Agreement.

ARTICLE IV
Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Seller as follows:

4.01 Existence. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has full corporate power and authority to conduct its business as it is now being conducted and to own or lease its properties and assets.

4.02 Corporate Power and Authority. The Purchaser has full corporate power and authority to enter into this Agreement, perform its obligations hereunder, purchase the transferred Assets and carry out the transactions contemplated herein. The execution and delivery of this Agreement, the performance by the Purchaser of its obligations hereunder and the consummation of the transactions contemplated herein have been duly authorized by all corporate, shareholder and other actions on the part of the Purchaser required by applicable law, its certificate of incorporation and its by-laws. This Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms, except (1) as the same may be limited by bankruptcy, insolvency reorganization, moratorium or similar laws now or hereafter in effect relating to creditor's rights generally and (2) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

4.03 No Violation. Neither the execution and delivery of this Agreement nor the performance by the Purchaser of its obligations hereunder nor the consummation of the transactions contemplated hereby will (a) contravene any provision of the certificate of incorporation or by-laws of the Purchaser; (b) violate, be in conflict with, constitute a default under, permit the termination of, cause the acceleration of the maturity of any debt or obligation of the Purchaser under, require the consent of any other party to, constitute a breach of, create a loss of a material benefit under, or result in the creation or imposition of any Lien upon any property or assets of the Purchaser under any mortgage, indenture, lease, contract, agreement, instrument or commitment to which the Purchaser is a party or by which the Purchaser, or any of its assets or properties may be bound; (c) to the Purchaser's knowledge, violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority to which the Purchaser is subject or by which the Purchaser, or any of its assets or properties are bound; (d) result in the loss of any license, privilege or certificate benefiting the Purchaser; (e) violate any contract or agreement to which any of the Purchaser's directors, officers or shareholders are bound; or (f) violate any stock exchange or commission rule or regulation.

4.04 Brokers and Finder's Fees. The Purchaser is not a party to, nor in any way obligated to make any payment relating to, any contract for the payment of any broker's or finder's fee in connection with the origin, negotiation, execution or performance of this Agreement or the Ancillary Documents.

ARTICLE V
Certain Post Closing Covenants

5.01 Books and Records; Access.

(a) Unless otherwise consented to in writing by the Seller, for a period of seven (7) years after the Closing, the Purchaser shall not destroy, alter or otherwise dispose of any original books or records of the Business included in the Transferred Assets without first offering to surrender such books and records to the Seller and shall maintain such books and records in good condition in a reasonably accessible location. The Purchaser shall allow the Seller reasonable access during normal business hours to examine and copy such books and records.

(b) Unless otherwise consented to in writing by the Purchaser, for a period of seven (7) years after the Closing, the Seller shall not destroy, alter or otherwise dispose of any original books or records of the Business without first offering to surrender such books and records to the Purchaser and shall maintain such books and records in good condition in a reasonably accessible location. The Seller shall allow the Purchaser reasonable access during normal business hours to examine and copy such books and records.

5.02 Cooperation. The Seller shall use its best efforts to seek the consent of customers to assign customer agreements. The Seller shall give prompt notice to the Purchaser of any written notice from any third party alleging that the consent of such third party is or may be required in connection with the transaction contemplated by this Agreement.

5.03 Assets. After the Closing, the Seller shall turn over to the Purchaser any and all Transferred Assets that are or come into the possession of the Seller.

ARTICLE VI
Condition to Purchaser's Obligations

6.01 Shareholder Approval. The Purchaser's obligations under this Agreement are conditioned upon receipt of signed written consent by each of Seller's shareholders in the form attached hereto as Schedule 6.01, as evidence of unanimous shareholder approval of this transaction. This condition may be waived by Purchaser as to any individual shareholder at its sole discretion.

ARTICLE VII
Miscellaneous Provisions

7.01 Public Announcements. Except as the other party hereto shall authorize in writing or as required by law, including without limitation, applicable securities laws, the parties hereto shall not, and shall cause their respective officers, directors, employees, affiliates and advisors to disclose any matter or matters relating to this transaction to any person not an officer, director, employee, affiliate or advisor of such party. The Purchaser and Seller shall agree about the content of any statement or communication to the public or the press prior to issuing any

statement or communication to the public or the press regarding the transactions contemplated by this Agreement.

7.02 Amendment; Waiver. Neither this Agreement, nor any of the terms or provisions hereof, may be amended, modified, supplemented or waived, except by a written instrument signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver. No failure of either party to insist upon strict compliance by the other party with any obligation, covenant, agreement or condition contained in this Agreement shall operate as a waiver of, or estoppels with respect to, any subsequent or other failure.

7.03 Fees and Expenses. Each of the parties shall bear and pay its own costs and expenses incurred in connection with the origin, preparation, negotiation, execution and delivery of this Agreement and the agreements, instruments, documents and transactions referred to in or contemplated by this Agreement including, without limitation, any fees, expenses or omissions of any of its advisors, agents, finders or brokers. The Purchaser shall indemnify the Seller against any claims of third parties of any brokerage, finder's agent's or similar fees or commissions in connection with the transactions contemplated hereby insofar as such claims are alleged to be based on arrangements or contacts made by, to or with the Purchaser or its respective advisors or representatives. The Seller shall indemnify the Purchaser against all such claims insofar as they are alleged to be based on arrangements or contacts made by, to or with the Seller or its advisors or representatives.

7.04 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and mailed by certified mail, faxed with a copy by certified mail or delivered by courier with signature required for delivery:

(i) If to the Seller, to: Credit Managers Association of California
40 E. Verdugo Avenue
Burbank, CA 91502

Attention: Michael L. Joncich, as agent
Fax: (818) 972-5301

(ii) If to the Purchaser, to: Turf Science Laboratories, Inc.

Turf Science Laboratories, Inc.
2121 Hoover Avenue
National City, CA 91950
Attention: Bert E. Hocking, Jr.


All notices that are addressed as provided in this Section 7.04 (1) if delivered personally against proper receipt or by fax with copy by certified mail shall be effective upon delivery and (2) if delivered by certified by registered mail with postage prepaid or by Federal Express or similar Courier service with courier fees paid by the sender shall be effective upon receipt.

7.05 Assignment. This Agreement and all of the provisions hereof shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by the parties hereto without the prior written consent of the other party. Any assignment that is in violation of this Section 7.05 shall be void abinitio.

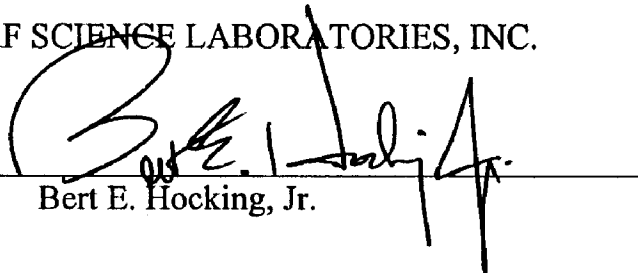
7.06 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties have executed this agreement, effective as of the date first set forth above.

CREDIT MANAGERS ASSOCIATION OF
CALIFORNIA, as agent of
BH CAPITAL INVESTMENTS, L.P.

By: 
Robert J. Hoder, Secretary

TURF SCIENCE LABORATORIES, INC.

By: 
Bert E. Hocking, Jr.

Technology

Schedule 1.01 (a)

1. All intellectual property, including formulas research data, test results for the product lines of BioJect.
2. All intellectual property associated with the following patents:

BioJect Patents

5,227,067	issued 7-13-93
5,227,068	" 7-13-93
5,314,619	" 5-24-94
5,447,866	" 9-5-95
5,739,031	" 4-4-98

3. Lists of sources of all raw materials used in the process of producing the products associated with the patents listed above.
4. All microbial assets purchased under the AGRIMUM, INC. agreement dated July 29, 1999 with the exception of the two organisms (Riz Up and At Ease).
5. Library of Bacteria.

Schedule 1.01 (d)

Fermentation Lab

One New Brunswick Fermenter (40 gallon capacity)

Model #BF-5000 40L
Serial Number: 690348301

AMSCO Electric Steam Boiler
Model CH530AS-146655-774
Serial Number: 20376

Airflow Hood
Contamination Control
Model 768 19 ½" x 72"
Serial Number: 17961B

True – Refrigerator Glass Door Upright
Serial Number: 967875
Model OD11-72 For samples

Walk-in refrigerator Ace 541-2623
Kool Star
Serial Number: 8518 WP-C
Manufacture Date: 1-19-99

Freezers

Kelvinator 12CF Upright -70 degrees
Serial Number: 348549

Kelvinator 12CF Upright -70 degrees
Serial Number: 90356133

Kelvinator 12CF Upright -70 degrees
Serial Number: 343241

Kelvinator 12CF Chest type -70 degrees
Serial Number: 415950

Schedule 1.01 (d) (cont.)

Growth Chambers

Model PGW36 Right Entry
Serial Number: 8J6245W

Model PGW36 Left Entry
Serial Number: 8K3227W

Hassmann Chest type 22CF -10 degrees F
For icepacks

Airflow Hood
Contamination Control, Inc.
Model #868 30" x 72"
Serial Number: 18753

8 x 12 building for B1-b (Soil Cond.) packaging

Electrode Package Sodium Ion
PH Meter & Lab Equipment
ISE Meter
591 Turfgrass Tissue Analysis Com
Electrode Calcium & Electrode Nitrate
¼ HP 1PH 117 SPM
Electrode Comb Ross Suref Sod.
SwitchBox 607 & Bio-Mixer Homoge
1 Four Tank Fertigation System
40 Mister & Bleeder Assemblies
DR/2000 Spectrophotometer
Fume Scrubber 115V/60 & Digital Di
Digesdahl Apparatus 115V & Phosv
Fume Scrubber 115V/60
Fume Scrubber 115V/60
Coke Purchase
Olympus Phase Contrast Microscope
BioJect Analytical Equipment
30x40 Display with Case to Table C
DD-100 DLX Water Swivel DD-10
Black Cutting Reel
32 Plug-Nema5-15P

52 HUB HBL5266C
32 NFS40-7615
Equipment
28 NFS40-7615
Cardy Sodium Na+ Meter
Environmental Shaker
Gilford, Staser and Large Spectroph
Sorvall Centrifuge
Environmental Shaker
LiquiBox 1000-CIT-W Filing Equipment
Cleanstation CS84-F-100
28XX F/D Louver & Punch
Lab Scale
Lab Dishwasher
Incubator
Biohazard Lab Hood
Laminar Flow Hood
Vortex Shaker
Gas Chromatograph w/FD
Environ Shaker
Scale (covered)
Centrifuge
Centrifuge Rotor RC5B
Centrifuge Rotor RC5B
Centrifuge Rotor RC5B
Tabletop Centrifuge
Centrifuge Rotor T600B
Incubator
Incubator
Convection Incubator
Balance, Tribble Beam
Spectrophotometer
Spectrophotometer
Orbit Shaker
Laminar Flow Hood
Microscope
Microscope
Microscope
Shaker
Incubator
Laminar Flow Hood
Shaker
Shaker
Laminar Flow Hood
Fermentor 40Ltr
Microscope

Generator
Scale
Laminar Flow Hood
Scale (500g)
Pump
Chromatopac
Pump, peristaltic
Plate Reader
Microscope
Shaker
Scale (32kg)
Scale
Biocommand
Tool Chest and Tools
Cleanstation CS84-F-100(Downpay
Koolmate 40 Cooler for Inoculom
8'x8' Shed
8'x8' Shed
Atomic Absorption Spectrofotometer
Incubator Shaker
Stearn Sterilizer 12" Chamber
Biological Containment Hood
Biological Containment Hood
Cutting Die Equipment

The intent of the parties is that buyer acquire all laboratory equipment, the growth chambers, one fermenter and a total of 98 biojects. The seller does not warrant the accuracy of this itemized list.

Field computer equipment (4)

Schedule 1.01 (e)

BioJect Patents

5,227,067	issued	7-13-93
5,227,068	"	7-13-93
5,314,619	"	5-24-94
5,447,866	"	9-5-95
5,739,031	"	4-4-98

Schedule 1.01 (g)

1. All BioJect product registrations with each State in the United States and also any foreign registrations in existence.
2. All EPA registrations that apply to the BioJect product lines. Additionally, any other regulatory permits, licenses, authorizations, declarations, or other approvals pertaining to the production, distribution or legal sales of the aforementioned product lines./7

Schedule 1.01(j)

Listing of Accounts Receivables:

1. Aberdeen Golf and Country Club	\$ 872.91
2. Amsod, Inc.	\$10,810.00
3. Army-Navy Country Club – Fairfax	\$ 6,270.00
4. B.C. Abalone	\$ 1,327.30
5. Baker Hill	\$ 3,500.00
6. Bear Lakes	\$ 1,696.00
7. Black Sheep Golf Course	\$11,040.00
8. Boca Country Club	\$ 1,570.92
9. Boca Raton Resort	- \$ 775.92
10. Caves Valley Golf Course	\$ 6,500.00
11. Chalet Hills	\$ 9,790.00
12. Chestnut Ridge Country Club	\$ 6,615.00
13. City of Coronado Golf Course	\$ 2,602.42
14. Colonial Springs Golf Course	- \$ 3,198.50
15. Country Club of Detroit	\$ 9,540.00
16. Deer Creek Golf Course	\$ 4,976.51
17. Eagle Creek Golf Course	\$ 7,950.00
18. Eagle Brook Golf Course	\$ 890.40
19. Emerald Dunes Golf Course	\$ 2,812.91
20. Encinitas Ranch Golf Course	\$ 1,515.36
21. Floridian	\$ 1,926.00
22. Four Seasons – Avaria	\$ 1,831.75
23. Fox Chase Golf Course	\$ 1,918.34
24. Glen Arbor Golf Course	\$ 6,109.95
25. GreenValley Country Club	\$ 6,360.00
26. Green Spring Valley Hunt	\$ 1,869.16
27. Groff Farm Golf Course	\$ 1,830.00
28. Gulph Mills Golf Course	\$ 3,180.00
29. Hawk’s View Golf Course	\$ 5,502.88
30. Hayfield’s Country Club	\$ 3,150.00
31. Huron Clinton Metro Auth.	\$21,600.00
32. La Grange Country Club	\$ 7,040.00
33. Lakewood Country Club	\$ 3,150.00
34. Lancaster Country Club	\$ 4,392.00
35. Legacy Club at Alaqua	\$ 1,290.48
36. Mink Meadows Golf Course	\$ 3,318.31
37. Morning Star Golf Course	\$ 3,153.00
38. Ocean Pines Country Club	\$ 4,112.50
39. Old Memorial Golf Course	\$ 2,140.00
40. Palm Beach Country Club	\$ 976.26
41. Pine Ridge Golf Course	\$ 3,000.00
42. Prestwick Village Golf Course	\$ 3,684.98

43. Redgate Golf Course	\$ 3,000.00
44. Regents Glen Country Club	\$ 4,426.99
45. River Run Country Club	\$ 8,225.00
46. Royal Fox Country Club	\$19,580.00
47. Ruth Lake Country Club	\$ 4,277.61
48. Saratoga Golf and Polo	\$ 1,326.17
49. Seminole Club	\$ 4,780.60
50. Southern Dunes Golf and Country Club	\$ 4,240.48
51. Suburban Country Club	\$ 2,184.17
52. Sullivan Resorts, LLC	\$ 5,518.67
53. Summer Glen Golf Course	\$ 286.50
54. The Floridian Club	\$ 1,926.00
55. The Rookery	\$ 3,916.69
56. Treadwell Golf Association	\$ 3,825.66
57. True Shot, LLC	\$ 2,124.11
58. Vineyard Golf Course	\$ 1,453.33
59. Waynesborough Country Club	\$ 795.00
60. Westchester County Parks	\$54,000.00
61. White Oak Plantation	\$ 103.53
TOTAL:	\$303,831.44

Schedule 1.01 (k)

1. All contracts currently in place (78 in total) to supply inoculum to BioJect customers and to supply service to those same BioJect Units