

BILL OF SALE

BILL OF SALE, dated December 28, 1993, from **Sybron Chemicals Inc.**, a Delaware corporation ("Seller"), to **Gamajet Cleaning Systems, Inc.**, a Pennsylvania corporation ("Buyer").

KNOW ALL MEN BY THESE PRESENTS, that Seller, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, pursuant to Section 1.1 of the Asset Purchase Agreement (the "Agreement") among Seller and Buyer dated December 28, 1993, does hereby sell, assign, transfer, convey and deliver to Buyer and Buyer's successors and assigns, free and clear of all encumbrances, all of the Seller's right, title and interest, in and to all of the assets listed below.

All assets, properties and rights in existence as of the date hereof which are used exclusively in the Business (as defined in the Agreement), including, without limitation, all of the right, title and interest of Seller in the following assets used exclusively in the Business:

- (a) all accounts receivable whether or not evidenced by an instrument;
- (b) all rights and privileges of the Seller under any contracts or open orders with suppliers, vendors and customers;
- (c) all rights and privileges of Seller, including payments due to Seller, pursuant to a leasing agreement or similar arrangement whether or not evidenced by a written document;
- (d) all inventory;
- (e) all furniture, fixtures, equipment, computer hardware and software;
- (f) all leasehold interests and leasehold improvements created by all leases of personal property or real estate under which Seller is a lessee (the "Leases" including, without limitation Seller's rights under its lease agreement with North Hayward Corporate Center Associates for that certain premises situated at 20981 Cabot Boulevard Hayward, California;
- (g) all intellectual property, including (i) all logos, trade names, names and slogans used by Seller including, without limitation, all rights in and to the name "Gamajet" and (ii) all patents, copyrights, trademarks or other similar proprietary rights and applications therefor including, without limitation, all rights in and to the "Gamajet V" machine now

under development and (iii) all rights under the Trade Secret, Restrictive Covenant and Patent Agreements (or agreements in respect of the same subject matter) executed by the Hayward Employees (as defined in the Agreement);

(h) all customer and subscriber lists, files and records, warranty records, credit information and other information (whether recorded on computer, computer disc or other media);

(i) all other lists, files, invoices, statements and records of the Business (whether recorded on computer, computer disc or other media) including, without limitation, those relating to the Lease Receivables and accounts payable or receivable and copies of state sales tax exemption certificates;

(j) all prepaid expenses, advance payments, deferred charges, rights of offset, security and like deposits, and claims for refund, credits and the like;

(k) all contracts, licenses, claims, agreements (including restrictive covenant agreements and covenants not to compete), commitments, product warranty and service agreements (and benefits arising from any of the foregoing); and

(l) all other assets, properties and rights of every kind and nature exclusively of the Business owned or held by Seller on the Closing Date (including intangible assets) whether or not referred to specifically in this Agreement.

TO HAVE AND TO HOLD the Assets unto Buyer and Buyer's successors and assigns, to its and their own use and benefit forever, and Seller, for itself, its successors and assigns, covenants and agrees, subject to the provisions of the Agreement, to warrant and defend the sale, assignment, transfer, conveyance and delivery to Buyer and Buyer's successors and assigns of the Assets, against all and every person and persons whomsoever.

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

This Bill of Sale shall be binding upon Seller and Seller's successors and assigns and shall inure to the benefit of Buyer and Buyer's successors and assigns.

This Bill of Sale shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed effective as of the date first set forth above.

SYBRON CHEMICALS INC.

By: 
Gerald V. DeLaney