

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Truco Enterprises, Inc.		10/01/2001	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Napier Environmental Technologies Inc.		
<b>Street Address:</b>	720 Eaton Way		
<b>City:</b>	Delta, BC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V3M 6J9		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2425341	REMOVAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(604)632-4743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	604-631-4743		
<b>Email:</b>	dingalls@van.fasken.com		
<b>Correspondent Name:</b>	Doran J. Ingalls		
<b>Address Line 1:</b>	1075 West Georgia Street		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Vancouver, CANADA V6E 3G2		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			
<b>Address Line 4:</b>			

OP \$40.00 2425341

NAME OF SUBMITTER:	Doran J. Ingalls
Signature:	/Doran J. Ingalls/
Date:	05/11/2005
Total Attachments: 2 source=NAPIER#page1.tif source=NAPIER#page2.tif	



**Environmental Technologies Inc.**

Annacis Business Park, 720 Eaton Way, Delta BC V3M 6J9

604-526-0802, 1-800-858-5011 604-526-7772 fax

October 1, 2001

Truco Enterprises, Inc.  
10515 King William Drive  
Dallas, Texas 75220

Attention: David Silver, President

**Subject: Settlement Agreement**

Dear David:

This letter is prepared in a form that both parties can signoff on an agreed settlement. Accordingly you are asked at the bottom of this letter to sign and return to my attention after you have reviewed and agreed to the under noted terms.

**Terms of Settlement:**

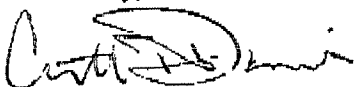
- 1) Accounting. By mutual agreement, Truco has an accounts payable to Napier of US\$ [REDACTED].
- 2) Inventory. Truco's assessment of the inventory status is as follows: total inventory - US\$ [REDACTED]; bad inventory - US\$ [REDACTED]; good inventory US\$ [REDACTED]. Truco to provide details of quantities and valuation prior to or at the time of signing this letter agreement. All of the inventory to be returned to Napier, at which time Napier shall have the opportunity to verify inventory details as provided by Truco. Credit notes for the entire inventory to be issued by Napier's accounting department forthwith upon receipt and verification of the inventories.
- 3) Discount (restocking fee) of 15% to be applied against only the good inventory - US\$ [REDACTED].
- 4) Truco to pay for freight of all returned good merchandise, the cost of the freight for the return of good merchandise is currently estimated by Truco to be approximately US\$ [REDACTED]. All merchandise is to be returned within 20 days of signing this letter agreement with all issues of agreement executed. Truco will be responsible only for the return of good merchandise and the related cost.
- 5) Napier assumes US distribution.
- 6) Napier assumes liability for all inventory that has been sold in the US. Truco agrees to disclose  
[REDACTED]

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
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- 7) To this point in the summary of settlement balances above, the amount of US\$ \_\_\_\_\_ is owing by Napier to Truco. This sum is to be paid at the same time as the signing of this letter agreement. Any differences arising from verification of inventories received by Napier shall be settled on an expedited basis between the parties.
- 8) Truco to turn over all materials and information regarding the sales structure and organization as well as the data base of customer information. This is to be done prior to or within 5 working days of the signing of this letter agreement.
- 9) Truco to transfer ownership of the "Removall" brand, including Trademark, URL, artwork and plates relating to Removall. Truco will execute an agreement developed by Napier of the assignment of intellectual rights to Napier from Truco. This separate agreement will be signed within 5 days of signing this letter agreement. Any and all third party costs of transfer are to be assumed by Napier.
- 10) Upon signing of this letter agreement Napier to grant to Truco options to purchase \_\_\_\_\_ common shares of Napier, exercisable at the then current market price. This option package shall have an expiration date of 10/1/2003.
- 11) Both parties to execute all of the above on an expedited basis.

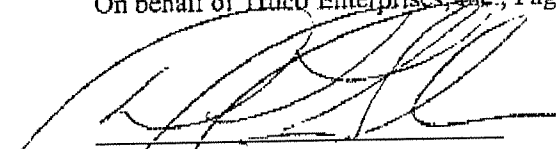
If you are in agreement with the above terms of settlement, please sign in the space provided below and return to the attention of Cliff T. Davis, CEO, Napier Environmental Technologies Inc., 720 Eaton Way, Annacis Business Park, Delta, British Columbia, Canada, V3M 6J9. fax 604 526 7772

Yours truly,



Cliff T. Davis, Chief Executive Officer  
NAPIER ENVIRONMENTAL TECHNOLOGIES INC.

On behalf of Truco Enterprises, Inc., I agree to the above terms of settlement:



Signature

DAVID L. SNEE, PRESIDENT

Name & Title

10/7/01

Date