

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alternia, Inc.		08/22/2000	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	David Christal LTD		
Street Address:	10620 South Highland, Suite 110-510		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89141		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2072615	ORGANICLEAN	
CORRESPONDENCE DATA			
Fax Number:	(702)990-3179		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	702-990-3055		
Email:	snyderkevj@aol.com		
Correspondent Name:	Kevin Snyder		
Address Line 1:	701 N. Green Valley Pkwy., #200		
Address Line 4:	Henderson, NEVADA 89074		
NAME OF SUBMITTER:	Kevin J. Snyder, Esq.		
Signature:	/Kevin J. Snyder/		
Date:	09/26/2005		

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Total Attachments: 7
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AGREEMENT

This Agreement is made as of August 22, 2000, by and between ALTERNA, INC., a California corporation ("Alterna" or "Seller"), and DAVID CHRISTAL LTD., a Nevada corporation ("Purchaser") with respect to the following facts and circumstances:

RECITALS

- A. Alterna owns the fictitious business name ORGANICLEAN, as filed and recorded in the Los Angeles County Recorder's Office on July 8, 1996, as Instrument No. 96-107136 (the "Name").
- B. Alterna owns the domain name organiclean.com (the "Domain Name").
- C. Alterna owns the rights to the U.S. Trademark number 74/732,886 for ORGANICLEAN (the "U.S. Trademark"), with a renewal date of June 17, 2007.
- D. Alterna holds the following foreign trademarks for the name ORGANICLEAN:

Country	Application No./Filing	Renewal Date
Australia	739514	July 21, 2007
Benelux	901602	September 24, 2007
Japan	146177	July 24, 2008
New Zealand	279850	July 22, 2004
Spain	2110143	August 13, 2007
Switzerland	6065/1997	July 25, 2007
United Kingdom	2140760	July 28, 2007

(the "Foreign Trademarks").

- E. Alterna has agreed to the Organiclean Supplemental Environment Project pursuant to a Consent Agreement and Consent Order with the United States Environmental Protection Agency requiring Alterna to place advertising or do certain tasks totaling \$181,000. After payment of Bill Communications, Inc. invoice number 0857011 for advertisements in the February through September 2001 Supermarket Business Magazine, the sum of \$943.91 remains to be expended (the "EPA Sum Due").
- F. Alterna has a patent pending for "Germicidal Composition," application control number 09/284,687 (the "Pending Patent").
- G. Alterna has determined that the proposed ORGANICLEAN products line does not mesh with its other business activities.

H. Alterna wishes to sell and assign to Purchaser, all of Alterna's right, title and interest in the Name, the Domain Name, the Trademark, the Foreign Trademarks, the Pending Patent, the formulation of the Organiclean products, the right, title and interest in manufacturing, selling and distributing any and all products commonly known as ORGANICLEAN, together with all good will attending said Name, Domain Name, Trademark, Foreign Trademarks and the Pending Patent (collectively the "Purchased Assets"). Purchaser desires to purchase the Purchased Assets as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, Alterna and Purchaser agree as follows:

1. Incorporation of Recitals. The foregoing recitals contained in Paragraphs A through H are incorporated herein by reference.
2. Consideration. Upon execution of this Agreement, Purchaser shall pay Alterna the sum of \$100 for the purchase and assignment to Purchaser of all of the Purchased Assets.
3. Further Advertisements. In completion of the Organiclean Supplemental Environmental Project, Purchaser shall provide Alterna a proposed advertisement in compliance therewith, and Alterna shall pay up to \$943.91 to Purchaser towards the cost of such compliance advertisement(s), to be completed in 2001.

4. Indemnification.

(a) Indemnification by the Purchaser. David Christal Ltd shall hold harmless and indemnify Alterna, Donald Christal, and their principals, agents, employees, attorneys, representatives, heirs, successors, assigns, parents, subsidiaries, officers, shareholders, directors, personal representatives, and others claiming through them (collectively the "Released Parties") from any and all claims, actions, causes of action, obligations, liabilities, indebtedness, breaches of duty, claims for injunctive or other equitable relief, suits, liens, losses, economic damages, including without limitation, consequential damages, lost profit, and good will damages, costs or expenses, including attorney's fees of any nature or kind whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, arising prior to, on, or after the date of this Agreement, which arise out of or are related to the manufacture, distribution, advertising, marketing or sale of ORGANICLEAN products, or any acts or omissions by any of the Released Parties (collectively the "Released Claims") arising after the date of this Agreement.

(b) Indemnification by the Alterna. Alterna shall hold harmless and indemnify David Christal, David Christal Ltd., and their principals, agents, employees, attorneys, representatives, heirs, successors, assigns, parents, subsidiaries, officers, shareholders, directors, personal representatives, and others claiming through them (collectively the "Released Parties") from any and all claims, actions, causes of action, obligations, liabilities, indebtedness, breaches of duty, claims for injunctive or other equitable relief, suits, liens, losses, economic damages, including without limitation,

consequential damages, lost profit, and good will damages, costs or expenses, including attorney's fees of any nature or kind whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, liquidated or unliquidated, arising prior to, on, or after the date of this Agreement, which arise out of or are related to the manufacture, distribution, advertising, marketing or sale of ORGANICLEAN products, or any acts or omissions by any of the Released Parties (collectively the "Released Claims") arising after the date of this Agreement.

(c) **Claims Procedures.** A party entitled to indemnification hereunder shall notify the indemnifying party of any claim of such indemnified party for indemnification under this Agreement (other than in respect of third party claims referred to in Section 4(d) below) within thirty (30) days of the date on which a party first receives actual notice of the existence of such claim. Such notice shall specify the nature of such claim in reasonable detail, and the indemnifying party shall be given reasonable access to any documents or properties within the control of the indemnified party as may be useful in the investigation of the basis for the claim. The failure to so notify the indemnifying party within such thirty-day period shall be deemed to be a waiver of the indemnifying party's rights of indemnification under this Section 4 only to the extent the indemnifying party has been actually prejudiced by such failure to receive notice.

(d) **Third Party Claims.** If a claim by a third party is made against any of the indemnified parties, and if such indemnified party intends to seek indemnity with respect thereto under this Section 4, such indemnified party shall promptly notify the indemnifying party of such claim. The indemnifying Party shall have thirty (30) days after receipt of the above-mentioned written notice to commence to undertake, conduct and control, through counsel of its own choosing and at its expense, the settlement or defense therefor, and the indemnified party shall cooperate in connection therewith; provided that: (a) Indemnifying party shall not thereby permit to exist any lien, encumbrance or other adverse charge upon any asset of any indemnified party, (b) the indemnifying party shall permit the indemnified party to participate in such proceeding through counsel chosen by the indemnified party, and (c) the indemnified party shall have the right to employ its own counsel, at indemnifying party's expense, if such indemnified party reasonably concludes that such action, suit or proceeding involves to a significant extent matters beyond the scope of the indemnity agreement contained in this Section 4, or that there may be defenses available to it (or him) which are different from or additional to those available to the indemnifying party. So long as the indemnifying party is reasonably contesting any such claim in good faith, the indemnified party shall not pay or settle any such claim. If the indemnifying party does not notify the indemnified party within thirty (30) days after receipt of the indemnified party's written notice of a claim of indemnity hereunder that it elects to undertake the defense thereof, the indemnified party shall have the right to contest, settle or compromise the claim in the exercise of its exclusive discretion at the expense of the indemnifying party, which expense shall be promptly paid upon the written demand of the indemnified party. The indemnified party shall, however, notify the indemnifying party in writing of any compromise or settlement of any such claim.

(e) **Survival of Obligations.** The obligations under this Section 4 shall survive this Agreement and continue in full force and effect.

5. Sale or Transfer Within Three Years. Should Purchaser enter into a contract to, or sell, transfer or convey same or all of its interest in the Purchased Assets ("Transfer") on or before August 21, 2003, Purchaser shall pay to Alterna within five (5) business days of the Transfer, the greater of (a) fifty percent (50%) of all compensation received for such Transfer, including proceeds received or to be received by David Christal and/or his spouse for employment contract(s), consulting fees, non-competition and non-solicitation, or (b) fifty percent (50%) of the fair market value of the purchased interest, including good will. For this purpose, any dissolution, merger, consolidation or reorganization of David Christal Ltd., a Nevada corporation, or the sale or transfer of a controlling percentage of the capital stock of Purchaser, or the sale of more than an aggregate twenty-five percent (25%) of the value of the assets of Purchaser shall constitute a Transfer. As used herein, the term "controlling percentage" means the ownership of, and the right to vote, stock possessing more than an aggregate of twenty-five percent (25%) of the total combined voting power of all classes of Purchaser's capital stock issued, outstanding and entitled to vote for the election of directors.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the representatives, successors and assigns of Alterna and Purchaser. Alterna and Purchaser each represent and warrant that this Agreement and the transactions contemplated hereunder have been duly authorized by all necessary corporate action on their part.

7. Further Assurances. Both parties to this Agreement agree that, without further consideration, they will perform any further acts and execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

8. Notices. All notices and other communications hereunder will be in writing and will be given by delivery in person, facsimile or other standard form of telecommunications, by overnight courier, or by registered or certified mail, return receipt requested, to the parties at their respective addresses, set forth, with copies as follows:

If to Purchaser:

David Christal Ltd.
9030 W. Sahara Avenue, #169
Las Vegas, NV 89117
Attn: David Christal
Fax: (702) 804-0800

If to Seller:

Alterna, Inc.
10877 Wilshire Boulevard
Twelfth Floor
Los Angeles, CA 90024
Attn: Peter Brinkman
Chief Operations Officer
Fax: (310) 824-0082

With a copy to:

Leonard, Dicker & Schreiber
Limited Liability Partnership
9430 Olympic Boulevard
Suite 400
Beverly Hills, CA 90212-4519
Attn: Lee T. Dicker
Fax: (310) 551-1987

Notice given by mail shall be deemed given three (3) business days after deposit with the United States Postal Service; notice given by overnight courier shall be deemed given one business day after delivery into the custody and control of such overnight courier service for next day delivery, and notice delivered in person or by facsimile shall be deemed given one business day after such delivery or receipt.

Any party hereto may change the address to which any notice or other communication shall be given by a notice to such effect complying with this Section 8.

9. Remedies. In the event of any breach or attempted breach of this Agreement or any dispute between the parties, each party shall, in addition to any other remedy, be entitled to equitable relief, including but not limited to, injunctive relief and specific performance.

10. Arbitration. The parties hereto agree that any claims, controversies or disputes which may arise by reason of this Agreement shall be resolved by a single arbitrator in an arbitration proceeding conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Los Angeles, California. In the arbitration proceeding, the parties agree to select a retired judge of the Los Angeles Superior Court as designated on the Directory of Independent Retired Superior Court Judges available for alternative dispute resolution as published from time to time in the Los Angeles Daily Journal (the "Gold Card") to be the arbitrator. If the parties cannot agree on the selection of an arbitrator, the Presiding Judge in the Los Angeles Superior Court shall appoint a retired judge of that Court to act as arbitrator. This arbitration provision is intended by the parties to be exclusive and fully applicable to every dispute or claim arising out of or relating to this Agreement. The arbitrator's award may include injunctive relief and/or specific performance, and attorney's fees to the prevailing party, and the award shall be enforceable by an order of any court of competent jurisdiction upon application of the party prevailing in the arbitration.

11. Miscellaneous.

(a) Rights Confined to Parties. Nothing expressed or implied herein is intended or shall be construed to confer upon or give to any person, other than the parties hereto, and their respective heirs, executors, administrators, successors and assigns as permitted hereunder, any right, remedy, or claim under or by reason of this Agreement or of any term, covenant, or condition hereto, and all the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns as permitted hereunder.

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(b) Entire Agreement. This Agreement, together with the Exhibit hereto, and the agreements entered into in accordance with the terms hereof constitute the entire understanding between the parties hereto with respect to the subject matter hereof and thereof and supersede any and all prior agreements between the parties hereto with respect to the subject matter hereof and thereof.

(c) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision in such jurisdiction or the validity or unenforceability of such provision in any other jurisdiction.

(d) Governing Law; Jurisdiction. The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of California, with venue in Los Angeles County. Purchaser consents to the non-exclusive jurisdiction of the arbitration and any state or federal court located within the County of Los Angeles, State of California and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement may be arbitrated or litigated in such courts and forum. The Purchaser accepts for himself and in connection with his properties, generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

(e) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

(f) Construction. Seller and Purchaser each acknowledges that each of them has been represented or has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated hereof. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against a party that drafted it has no application and is explicitly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Seller and Purchaser.

(g) Amendments and Waivers. No amendment, modification, waiver or course of conduct shall be effective unless the same is approved in writing and duly executed by all of the parties hereto and then such amendment, modification or waiver shall be effective only with respect to the specific instance and for the specific purpose for which it was given.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused

same to be executed by their respective officers or other representatives thereunto duly authorized, as of the date first above written.

PURCHASER:

DAVID CHRISTAL LTD.
A Nevada Corporation

By 

DAVID CHRISTAL
Its President

SELLER:

ALTERNA, INC.

By 

Name: Donald Christal
Title: Chairman

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RECORDED: 09/26/2005