

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Finova Mezzanine Capital, Inc.	FORMERLY Successor in interest to Sirrom Investments, Inc.	11/05/2004	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Palouse Holdings, L.L.C.
Street Address:	181 W. Aqua Ave.
City:	Coeur D'Alene
State/Country:	IDAHO
Postal Code:	83815
Entity Type:	LIMITED LIABILITY COMPANY: IDAHO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2201156	O-ZONE ACTIVATED OXYGEN ODOR NEUTRALIZER
Registration Number:	1786424	THERMOFINISH
Registration Number:	1786423	THERMOBUFF
Registration Number:	1888132	THERMOSHIELD
Serial Number:	75306360	O-ZONE ACTIVATED OXYGEN ODOR NEUTRALIZER
Registration Number:	0681064	
Serial Number:	80681064	

CORRESPONDENCE DATA

Fax Number: (509)458-2728
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 509-624-5265
Email: cgw@wkdttlaw.com
Correspondent Name: Christopher G. Varallo
Address Line 1: 422 W. Riverside Suite 1100

OP \$190.00 2201156

Address Line 4: Spokane, WASHINGTON 99201

NAME OF SUBMITTER: Christopher G. Varallo

Signature: /Christopher G. Varallo/

Date: 12/18/2006

Total Attachments: 8

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November 16, 2004

FINOVA MEZZANINE CAPITAL INC.

500 CHURCH STREET, SUITE 200
NASHVILLE, TN 37219

TEL 615 256 0701

FAX 615 726 1208

www.finova.com

Douglas Hauff, President
Palouse Holdings, L.L.C.
181 W. Aqua Avenue
Cocur d' Alene, Idaho 83815

Re: Loan from Sirrom Investments, Inc. to Palouse Holdings, L.L.C.

Dear Doug:

Enclosed please find the following documents in connection with the recent payoff of the above-referenced loan:

1. UCC-3 termination statements (5) for filing in the appropriate jurisdictions;
2. Secured Promissory Note dated September 1, 1998 in the amount of \$3,150,000;
3. Amended and Restated Secured Promissory Note dated December 31, 2002 in the amount of \$2,400,000;
4. Warrant dated September 1, 1998; and
5. Remainder of loan documents.

Should you have any questions, please give me a call.

Very truly yours,

A handwritten signature in black ink, appearing to read "P. Clark", written over a horizontal line.

Philip S. Clark
Vice President - Deputy General Counsel

NOTE AND WARRANT REPURCHASE AGREEMENT

This NOTE AND WARRANT REPURCHASE AGREEMENT (the "Agreement"), dated as of November __, 2004, is by and between PALOUSE HOLDINGS, L.L.C., an Idaho limited liability company ("Company"), and FINOVA MEZZANINE CAPITAL, INC., a Tennessee corporation and successor in interest to Simom Investments, Inc. ("FINOVA").

RECITALS

A. FINOVA is the holder of an Amended and Restated Secured Promissory Note dated September 1, 1998 in the original amount of \$3,150,000.00, of which \$2,400,000 is still outstanding (the original, together with any amendments and restatements, the "Note") from the Company pursuant to that certain Loan Agreement between FINOVA and Company dated September 1, 1998, as amended (the "Loan Agreement") and the other Loan Documents (as defined in the Loan Agreement).

B. FINOVA is the holder of that certain Warrant (Limited Liability Company), dated September 1, 1998 between Company and FINOVA, as amended, pursuant to which FINOVA has the right to acquire certain membership interests of Company (as amended, the "Warrant").

C. FINOVA desires to sell to Company, and Company desires to repurchase from FINOVA, the Note, Warrant, Loan Agreement, and all of the Loan Documents, pursuant to the terms and conditions set forth in this Agreement for the purpose of settling the loan evidenced by the Note and all of Company's obligations to FINOVA.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties to this Agreement, the parties agree as follows:

Article 1 - Terms and Rules of Interpretation

1.1 Capitalized Terms.

"Closing Date" shall mean not later than November 5, 2004.

"Person" shall mean any individual, firm, trust, corporation or other business entity.

Other capitalized terms used in this Agreement shall have the meanings ascribed to them wherever such terms first appear in this Agreement, or, if no meanings are so ascribed, the meanings customarily associated with such terms.

1.2 Rules of Interpretation. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. A reference to a Person includes its permitted successors and permitted assigns. Accounting terms have the meanings assigned to them by U.S. generally accepted accounting principles, as applied by the accounting entity to which they refer. The words "include", "includes" and "including" are not limiting. References to any document, instrument or

agreement (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (c) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in any document shall refer to such document as a whole and not to any particular provision of such document. References to "days" shall mean calendar days, unless the term "Business Days" shall be used. "Business Days" shall mean all days other than any Saturday, Sunday or legal holiday in Nashville, Tennessee. References to a time of day shall mean such time in Nashville, Tennessee, unless otherwise specified. This Agreement is the result of negotiations among, and has been reviewed by, Company and FINOVA. Accordingly, this Agreement shall be deemed to be the product of all parties thereto, and no ambiguity shall be construed in favor of or against any party.

Article 2 - Purchase and Sale

2.1 Purchase of the Note, Loan Documents and Warrant. Subject to the terms and conditions of this Agreement, FINOVA hereby agrees to sell, transfer and deliver to Company, and Company hereby agrees to repurchase, the Note, Loan Agreement, Loan Documents, and Warrant (the "Assigned Documents") from FINOVA.

2.2 Purchase Price. The total purchase price (the "Purchase Price") for the Assigned Documents shall be One Million Eight Hundred Thousand and no/00 Dollars (\$1,800,000) in immediately available funds pursuant to wire transfer instructions provided to Company by FINOVA before the Closing Date. Upon receipt of the Purchase Price, all obligations and liabilities owed by Company and all rights in favor of FINOVA under the Loan Agreement, Loan Documents and the documents related thereto shall be extinguished, terminated and of no further force and effect.

Article 3 - Representations and Warranties of FINOVA

FINOVA represents and warrants to Company as of the Closing Date as follows:

3.1 Title to Transferred Documents. FINOVA has, and at the Closing will have, good and marketable (legal and beneficial) title to the Assigned Documents, free and clear of all liens, pledges, proxies, voting trusts, encumbrances, security interests, claims, charges, and restrictions whatsoever.

3.2 Authorization.

(a) FINOVA has full right, power, authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes valid and legally binding obligations of FINOVA, enforceable in accordance with its terms.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the obligations and undertakings hereunder by FINOVA shall not violate any provision of (i) FINOVA's articles of incorporation, bylaws or other formation documents, (ii) any applicable law, ordinance, rule or regulation of any governmental body, or (iii)

any agreement or undertaking to which FINOVA is a party or by which FINOVA may be bound, or of any judgment, decree, writ, injunction, order or award of any arbitration panel, court or governmental authority applicable to FINOVA.

Article 4 - Representations and Warranties of Company

Company represents and warrants to FINOVA as follows:

4.1 Authority.

(a) Company has full right, power, authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement constitutes valid and legally binding obligations of Company, enforceable in accordance with its terms.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the obligations and undertakings hereunder by Company shall not violate any provision of (i) Company's operating agreement, or other formation documents, (ii) any applicable law, ordinance, rule or regulation of any governmental body, or (iii) any agreement or undertaking to which Company is a party or by which it may be bound, or any judgment, decree, writ, injunction, order or award of any arbitration panel, court or governmental authority applicable to Company.

Article 5 - Conditions to Obligations of Company

The obligations of Company to consummate the transactions contemplated to be completed by the Closing Date under this Agreement shall be subject to the satisfaction of each of the following conditions at or before the Closing Date:

5.1 Representations, Warranties and Covenants. The representations and warranties of FINOVA contained herein shall be true on the Closing Date, with the same effect as though made at such time, except to the extent of changes permitted by the terms of this Agreement. FINOVA shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the Closing Date.

5.2 Statutory Requirements. All statutory requirements for the valid consummation by Company of the transactions contemplated in this Agreement shall have been fulfilled, and all authorizations, consents and approvals of all federal, state, local and foreign governmental agencies and authorities required to be obtained in order to permit the consummation by Company of the transactions contemplated by this Agreement shall have been obtained.

5.3 Closing. The closing of the transactions contemplated hereby (the "Closing") shall occur on or before the Closing Date, as such date may be mutually extended in writing by Company and FINOVA. Upon receipt of the Purchase Price, FINOVA shall deliver the original Loan Documents to Company, and further release any and all security interests it may have in connection with the Assigned Documents and terminate any and all filings evidencing such security interests.

Article 6 - Conditions to Obligations of FINOVA

The obligations of FINOVA to consummate the transactions contemplated to be completed by the Closing Date under this Agreement shall be subject to the satisfaction of each of the following conditions at or before the Closing Date:

6.1 Representations, Warranties and Covenants. The representations and warranties of Company contained herein shall be true on the Closing Date, with the same effect as though made at such time, except to the extent of changes permitted by the terms of this Agreement. Company shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the Closing Date.

6.2 Statutory Requirements. All statutory requirements for the valid consummation by FINOVA of the transactions contemplated in this Agreement shall have been fulfilled, and all authorizations, consents and approvals of all federal, state, local and foreign governmental agencies and authorities required to be obtained in order to permit the consummation by FINOVA of the transactions contemplated in this Agreement shall have been obtained.

6.3 Payment. At or before the Closing Date, Company shall pay to FINOVA the Purchase Price in accordance with Section 2.2.

6.4 Closing. The Closing shall occur on or before the Closing Date on a date mutually agreed upon in writing by the parties hereto.

Article 7 - Release

7.1 Effective upon receipt of the Purchase Price pursuant to Section 2.2 and in accordance with the terms of this Agreement, each party to this Agreement releases each and every other party to this Agreement, its subsidiaries, affiliates, and each of their respective officers, directors, employees, agents, representatives and attorneys from any and all claims, causes of action, demands and liabilities of any kind whatsoever, whether direct or indirect, fixed or contingent, liquidated or non-liquidated, disputed or undisputed, known or unknown, which each party has or may acquire in the future relating in any way to the Loan Agreement, the Note, and the Warrant but excluding the obligations under this Agreement.

Article 8 - Miscellaneous

8.1 Entire Agreement. This Agreement, including all amendments, schedules, annexes and attachments hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous, oral or written agreements or understandings with respect to the subject matter hereof. No extension, change, modification, addition or termination of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

8.2 Benefit and Assignment. This Agreement shall bind and benefit Company and FINOVA and their respective successors and assigns; provided, however, that no party to this Agreement shall assign its rights or obligations hereunder to any Person other than an affiliate or a lender without the express written consent of the other parties, which consent shall not be unreasonably withheld, and that FINOVA and Company shall not be released from their respective obligations hereunder as a result of any such assignment by such party, and the assignee shall be bound to comply with all covenants of the assignor under this Agreement.

8.3 Notices. All notices under this Agreement (each a ANotice@) shall be given (i) by personal delivery; (ii) by facsimile transmission with evidence of receipt; (iii) by registered or certified air mail, postage prepaid, return receipt requested; or (iv) by internationally recognized overnight or other express courier services. Either FINOVA or Company may change its address by Notice to the other party.

If to FINOVA:

FINOVA Mezzanine Capital, Inc.
4800 North Scottsdale Road
Scottsdale, AZ 85251
Attention: Richard Lieberman
Facsimile: (480) 636-5036

If to Company to:

Palouse Holdings, L.L.C.
181 W. Aqua Avenue
Coeur d' Alene, Idaho 83815
Attention: Douglas Hauff, President
Facsimile: (208) 772-0577

With a copy to:

Witherspoon, Kelly, Davenport & Toole, P.S.
1100 U.S. Bank Building
422 West Riverside
Spokane, WA 99201-0302
Attention: Joe H. Wessman, Esq.
Facsimile: (509) 458-2728

8.4 Headings. The headings used in this Agreement have been included solely for case of reference and shall not be considered in the interpretation or construction of this Agreement.

8.5 Counterparts. This Agreement may be executed in two or more counterparts, including by means of facsimile, each of which shall be an original, but all of which together

shall constitute one and the same instrument.

8.6 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without referring to choice of law principles. Each party hereto agrees that any action brought in connection with this Agreement against the other shall be filed and heard in Davidson County, Tennessee, and each party hereto hereby submits to the jurisdiction of the state court of Davidson County, Tennessee and the U.S. District Court for the Middle District of Tennessee

8.7 Severability. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision and of all other provisions and applications hereof shall not in any way be affected or impaired. If any court shall determine that any provision of this Agreement is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

8.8 Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement shall pay its own costs and expenses (including, without limitation, the fees and expenses of its agents, representatives, counsel, accountants, brokers and finders) necessary to its preparation, negotiation and performance of, and compliance with, this Agreement.

8.9 No Consequential Damages. Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential damages, or any damages other than, or in addition to, actual damages.

8.10 Waiver. No waiver or failure to insist upon strict compliance with any obligation, condition, representation, warranty, undertaking, covenant or agreement set forth herein shall operate as a waiver of, or an estoppel with respect to, any subsequent or other failure to strictly comply, unless such waiver is set forth in writing. If any party hereto expressly waives in writing an unsatisfied obligation, condition, representation, warranty, undertaking, covenant or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, liabilities or expenses, including, without limitation, legal and other expenses, from the other parties with respect to the matter or matters so waived.

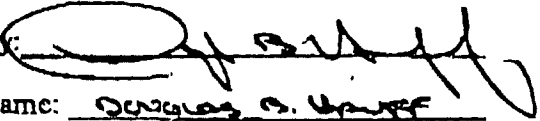
8.11 No Third-Party Beneficiary. This Agreement is for the benefit of, and may be enforced only by, FINOVA and Company and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed or caused their duly authorized representatives to sign this Agreement, effective as of the date first set forth above.

Company:

PALOUSE HOLDINGS, L.L.C.

By: 

Name: Douglas S. Huff

Title: President

FINOVA:

FINOVA MEZZANINE CAPITAL INC.

By: 

Name: Philip S Clark

Title: Vice President and Deputy General Counsel

WarrantRepur_2