

**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>
Creto International, Inc.		05/27/2006	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Browning Investments, Inc.
<b>Street Address:</b>	720 N. Lapeer Road, Suite 202
<b>City:</b>	Lake Orion
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48362
<b>Entity Type:</b>	CORPORATION: MICHIGAN

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78861373	
Serial Number:	78840666	RMO
Serial Number:	78959030	PERMANENT AS THE PYRAMID
Serial Number:	78877798	CRETO SINCE 1918
Serial Number:	78846313	PERMANENT AS THE PYRAMIDS
Serial Number:	78845080	LIQUID CHINA
Registration Number:	2941897	TOPSEAL
Registration Number:	3198015	CRETO

**CORRESPONDENCE DATA**

Fax Number: (248)647-5210  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 248-647-6000  
 Email: docket@patlaw.com  
 Correspondent Name: Thomas E. Anderson  
 Address Line 1: P.O. Box 7021

CH \$215.00 78861373

Address Line 4: Troy, MICHIGAN 48007-7021

ATTORNEY DOCKET NUMBER:

EMMC-01000/08

NAME OF SUBMITTER:

Thomas E. Anderson

Signature:

/tea/

Date:

03/29/2007

**Total Attachments: 18**

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**PURCHASE AND SALE AGREEMENT BETWEEN  
BROWNING INVESTMENTS, INC. AND CRETO INTERNATIONAL, INC.**

This Agreement (the "Agreement") is made on May 31, 2006 (the "Effective Date") among **Creto International, Inc.** by William Myers ("Seller" or "CRETO"), Creto International, Inc. has its principal office at 125 East Reno #1, Las Vegas, Nevada 89119, and **Browning Investments, Inc.** by Edward May ("Purchaser" or "BROWNING"), Browning Investments, Inc. has as its principal office 720 N. Lapeer Road, Ste 202, Lake Orion, Michigan 48362 (collectively, the "Parties"). If reference is intended to be made to an individual Seller or Purchaser, to the exclusion of another Seller or Purchaser, an appropriate reference will be made. Otherwise, any reference to a party shall be deemed to include the appropriate individual party under the circumstances.

Recitals

This Agreement is made with reference to the following facts and circumstances:

- A. Seller owns and operates a certain manufacturing business and the assets used in connection with such business (collectively referred to as the "Personal Property" or the "Business") under the name of **CRETO** (the "Name"), together with certain trademarks, patents, and formulae, including, but not limited to the trade or product names of; DPS, Deep Penetrating Solution, RMO, Liquid China, Cement Sealer and Wood Sealer. Marketed or sold under the name CRETO or a licensed product thereof;
- B. Seller desires to sell and Purchaser desires to purchase Seller's interest in the Business as a going concern, including the transfer by Seller to Purchaser of all Trademarks, Patents, Copyrights, product names and the exclusive right to manufacture, market and/or sell any product utilizing the name CRETO or DPS or any derivative or variation thereof;
- C. **CRETO**, and its owners/shareholders, William Myers and Randall Thompson, of Seller (collectively, the "Owner"), will receive a substantial economic benefit derived from Purchaser's purchase of the Purchased Assets, as defined in this Agreement, from Seller. In exchange, Owner agrees to make the representations, warranties, covenants, and indemnifications set forth in this Agreement. In addition, Seller and Owner agree not to compete with Purchaser in the conduct of the Business as provided in a non-competition agreement as described in this Agreement as a condition to Purchaser's purchase of the Purchased Assets from Seller;
- D. As an additional term of this agreement, the parties recognize that a non-party, Ecobitan, an company located in Europe, currently has the right to exercise on option to purchase the Trade Secret known as "FORMULA 1918" and that such option expires on June 30, 2006. In the event that Ecobitan does not properly and timely exercise such Option described above, that effective July 1, 2006 through December 31, 2006 Purchaser shall purchase FORMULA 1918 under the terms contained in the Agreement and no other person, company, government or entity shall have an option to purchase FORMULA 1918 from Seller.
- E. The Parties have set forth their agreement in writing as follows:

## Agreement

### 1. Agreement to Purchase and Sell.

1.1 Personal Property. At the Closing (as defined in this Agreement), Purchaser shall purchase and Seller shall sell, assign, convey, transfer, set over, and deliver (by appropriate instrument of transfer, such as transfer of title) to Purchaser all of the assets, rights, and interests of every conceivable kind or character whatsoever, whether tangible or intangible, that on the Closing Date (as defined in this Agreement) are owned by Seller or in which Seller has an interest of any kind. These include, without limitation, the following (excluding, however, those assets specifically identified in this Agreement as the "Excluded Assets") and such will be transferred or provided to Purchaser at the time of closing or a mutually agreed upon date thereafter:

- A. Trade Fixtures. Trade fixtures and equipment, as defined in the Nevada Uniform Commercial Code, (the "UCC");
- B. Miscellaneous Items. All patents, logos, slogans, trademarks, copyrights, know-how, processes, trade secrets, formulae, inventions, telephone numbers, telephone listings, computer programs, software programs, software and technical libraries, engineering data, electronic data bases, all drawings, license agreements and all other intellectual and/or proprietary information and property and applications therefore or licenses thereof, used in connection with the Business, including Internet addresses for the Business, if any (collectively, the "Miscellaneous Items");
- C. Purchase Orders. Any existing customer purchase orders which have not been completed prior to the Closing;
- D. Customer List and Miscellaneous Records. Any records, files, lists and other tangible assets that pertain to the Business, including lists and records pertaining to any one or more of the following: Seller's customers, suppliers, advertising, promotional material, sales, services, delivery, and/or operations, except those items, if any, required to be retained by law, including accounting records and returns (collectively, the "Customer List and Miscellaneous Records"). Seller specifically agrees to introduce and aid Buyer or its agents in meeting with an transitioning in regard to all sub-manufactures, agents, distributors and customers of CRETO products, including but not limited to all such individuals or entities within the United States and Canada, Europe, Asia (and specifically China) or elsewhere CRETO products are marketed or sold;
- E. Contracts. All contracts and service agreements (collectively, the "Contracts");
- F. Sales, Contracts and Service Records. All contracts and service records for sales, services, or leasing relating to the Business (collectively, the "Sales Contracts/Service Records"); and
- G. Goodwill. The goodwill, telephone and fax numbers, yellow-page advertisements, and Seller's right to use the registered name CRETO and any products produced by CRETO or utilizing CRETO products, including but not limited to DPS and any variation of DPS, and all related names and derivations, including the Business Internet addresses, if any (collectively, the "Goodwill").

1.2 Covenant Not to Compete. Neither Seller nor its principals, William Myers or Randall Thompson shall establish, engage in, or become interested in, directly or indirectly, as an owner, partner, agent, shareholder, employee, independent contractor, consultant, or otherwise in any similar business, trade, or occupation for a period of at least five (5) years. The parties acknowledge that the Purchase of CRETO by BROWNING is intended for the world-wide marketing, sale and distribution of CRETO products and competition by Sellers anywhere in the world will cause the value of such purchase to be impaired. At the Closing, Seller and Owner shall execute an agreement pertaining to the foregoing which shall be in the form attached as Exhibit 1 (the "Non-Competition Agreement").

1.3 Leases; Assignment.

The only existent lease is for the plant in Las Vegas, NV which is on a month to month basis.

1.4 Transfer of License(s) together with certain trademarks, patents, and formulae, including, but not limited to the trade or product names of; DPS, Deep Penetrating Solution, RMO, Liquid China, Cement Sealer and Wood Sealer. Marketed or sold under the name CRETO or a licensed product thereof, and specifically the products DPS or any variation of DPS, with the exception of FORMULA 1918 which is excluded only in the event that Ecobitan exercises its option prior to June 30, 2006

1.4b Additional Term regarding license(s): In regards to FORMULA 1918, this provision will be expanded to include the world wide market, for FORMULA 1918 following beginning July 1, 2006 in the event that Ecobitan fails to properly and timely exercise it's option.

1.5 Excluded Assets. Except as otherwise set forth in this Agreement, this Agreement contemplates the purchase and sale, inclusive of assignments, of the Purchased Assets. This Agreement specifically excludes, however, the following assets (collectively, the "Excluded Assets"):

- A. Seller's cash, cash equivalents, and investments not relating to the operation of the Business;
- B. Seller's books of account, all accounts receivable, prepaid expenses, prepaid taxes, credit plan reserves, lease deposits (except that deposits pertaining to any leases being assigned by Seller shall also be assigned), and deferred tax credits of Seller;
- C. The liabilities and debts of Purchaser to Seller, including lease obligations prior to assignment of any lease, and all liens and encumbrances granted by Purchaser in favor of Seller to secure any debts to Seller pursuant to the payment terms described in this Agreement;
- D. Additional Asset: Except as set forth elsewhere herein the Trade Secret known as "FORUMLA 1918" is excluded from this Agreement IF Ecobitan exercises it's current option to purchase FORMULA 1918 in a proper and timely manner PRIOR to June 30, 2006. In the event such option is not properly and timely exercised by Ecobitan, Purchaser will purchase FORMULA 1918 by December 31, 2006, and this exclusionary clause becomes void and this asset shall be included in paragraphs 1.1 – 1.4b.

## 1.6 Liabilities Assumed and Excluded.

- A. Assumed Liabilities. As of the Closing Date, Purchaser shall assume, pay, and perform in due course the liabilities of Seller under the Contracts arising after the close of business on the Closing Date and those trade payables and other liabilities specifically identified to Purchaser by Seller prior to the closing (the "Assumed Liabilities"). At the Closing, such list shall be updated and delivered by Seller to Purchaser; and Purchaser, at Purchaser's election, may assume any liabilities specifically agreed to in writing by Purchaser.
- B. Excluded Liabilities. Except for the Assumed Liabilities, Purchaser does not assume nor shall Purchaser be obligated for any other liabilities or responsibilities whatsoever of Seller or the Business as conducted by Seller through the Closing Date, inclusive of obligations or liabilities resulting from Seller's total or partial withdrawal from any pension, profit sharing, or retirement plans (the "Excluded Liabilities").

## 2. Purchase Price.

2.1 Purchase Price: Allocation of Assets. The purchase price for the Purchased Assets, including the Non-Competition Agreement, is [REDACTED] (the "Purchase Price"). The Purchase Price is allocated in the manner as set forth in paragraph 3:

2.1.1 Additional payment by way of stock: Seller, and specifically, William Myers and Randall Thompson, shall upon completion of this agreement shall receive stock shares equal to [REDACTED] Percent of the newly formed company replacing CRETO after Purchaser takes possession. Seller is to determine how such shares equaling [REDACTED] are to be divided between William Myer and Randall Thompson and advise Purchaser prior to such transfer taking place. In the event sellers engage in a competing business, such shares of stock shall be relinquished to Purchaser.

2.2. Additional Purchase Term: In the event that non-party Ecobitan fails to exercise its option with CRETO set to expire on June 30, 2006, BROWNING will pay to CRETO the sum of [REDACTED] Dollars for the complete and exclusive patent, trademark and rights to FORMULA 1918 at any time between July 1, 2006 and December 31, 2006. During such time period the right of BROWNING in regard to the option on FORMULA 1918 is exclusive. Once this shall be completed by Purchaser, Seller shall immediately transfer all patents, trademarks, formulae and rights to FORMULA 1918 to Seller, such purchase shall also include the world-wide rights under all prior paragraphs.

## 3. Terms of Payment.

3.1 Deposit. Simultaneous with the execution of this Agreement, Purchaser has already deposited with Seller the sum of [REDACTED] Dollars, which shall be applied toward payment of the total Purchase Price set forth in Paragraph 2.

3.2 Payment. The Purchase Price, including the Non-Competition Agreement shall be paid as follows:

- A. Initial Payment. In accordance with paragraph 3.1, the parties acknowledge that the sum of [REDACTED] Dollars has already been paid prior to this closing as the initial payment upon the Purchase Price. The deposit shall be applied as the Initial Payment.

- B. Unpaid Balance following Closing. Except as set forth in this Agreement, [REDACTED] Dollars shall be paid as follows; [REDACTED] Dollars payable to CRETO by BROWNING within five (5) business days of the completed execution of this agreement by all parties and payment of [REDACTED] Dollars payable to CRETO by BROWNING within thirty-five (35) business days of the completed execution of this agreement by all parties.
- C. Additional Payment Term: In the event that non-party Ecobitan fails to exercise its option with CRETO set to expire on June 30, 2006, BROWNING will pay to CRETO the sum of [REDACTED] Dollars for the complete and exclusive patent, trademark and rights to FORMULA 1918 at any time between July 1, 2006 and December 31, 2006. During such time period the right of BROWNING in regard to the option on FORMULA 1918 is exclusive. Once this is completed by Purchaser, Seller shall immediately transfer all patents, trademarks, formulae and rights to FORMULA 1918 to Seller.

#### 4. Inventory and Accounts Receivable.

4.1 Inventory. Included in the purchase and sale of the Purchased Assets, Seller shall sell and Purchaser shall purchase the inventory of saleable merchandise of Seller. The Parties further agree as follows: Purchase and Sale of Merchandise Inventory. An inventory, if any exists, of all merchandise shall be made upon the date of transfer, or some otherwise mutually agreeable date, and Seller shall sell, transfer, and deliver to Purchaser all of the merchandise. As used in this Agreement, the "Merchandise" shall include all tangible products of or utilizing CRETO or DPS (or any variation thereof) in any location utilized by CRETO or any of its representatives, sub-manufacturers, distributors or agents world wide.

4.1b Additional Inventory: Once Purchaser has exercised its option under paragraphs 1.5D, 2.2 and 3.2C, then paragraph 4.1, shall be read to include FORMULA 1918 along with all patents, trademarks, formulae and products, world wide to be included in the Inventory.

4.2 Accounts Receivable. All accounts receivable for transactions occurring for sale and distribution before the Closing Date shall remain the property of the Seller irrespective of any payment for it to Purchaser. If Purchaser receives payment for any accounts receivable existing as of the Closing Date, Seller shall forward payment directly to Seller.

#### 5. Adjustments.

At the Closing, the following shall be adjusted or apportioned and, to the extent practicable, all such prorations shall be computed and paid at the Closing, and to the extent not practicable, as soon as practicable after the Closing:

5.1 Taxes on Purchased Assets. Purchaser shall pay all taxes and assessments, extraordinary as well as ordinary, that may be levied on any Purchased Assets which become due after the Closing Date and which arise from actions of Purchaser after the Closing; provided that Seller shall pay for all taxes upon Purchased Assets that arise from Seller's ownership or operation of the Business on or before the Closing and which may be due on, before, or after the Closing Date.

5.2 Miscellaneous Business Taxes. No such taxes or liabilities exist.

5.3 Miscellaneous. Not Applicable.

5.4 Transfer Fees; Sales Taxes. Not applicable in Nevada

5.5 Timing of Adjustment. Not applicable.

## 6. Title.

At the Closing, title to the Purchased Assets shall be free, clear, and unencumbered, as specifically set forth in this Agreement.

- A. Lien Search. Seller asserts that there are no liens upon these assets.
- B. Application for Conditional Tax Clearance. Not needed in State of Nevada

## 7. Creditors of Seller.

7.1 Agreement of Payment. Seller asserts that there are no current creditors. However, in addition to the warranties and representations contained in this Agreement, if for any reason any creditor or third party who is owed a debt by Seller on or before the Closing, or who otherwise possesses any type of right or interest in the Purchased Assets arising from the ownership or operation of the Business, including the Purchased Assets, by Seller prior to the Closing, holds or obtains a lien on the Purchased Assets, then the following shall apply:

- A. Seller, on written notice given by Purchaser to Seller, shall pay such monies arising from the ownership or operation of the Business, including the Purchased Assets, by Seller prior to the Closing required to obtain the release of any lien on the property within Twelve (12) months of such notice or before the seizure of the property, whichever occurs earlier;
- B. In the event of default by Seller as to the foregoing, Purchaser, on written notice given by Purchaser or Seller, shall have the right to pay for the same and/or obtain the release of lien, if any, and receive a credit toward the payment of any obligations owing by Purchaser to Seller until the indebtedness is paid in full or satisfied; and
- C. If the indebtedness is paid in full or satisfied by Purchaser, then Seller shall immediately reimburse Purchaser for any payment made by Purchaser.

7.2 Disclosure. At the time of Closing, Seller shall furnish to Purchaser a true and complete list of all existing creditors, should any exist. This list shall set forth the names and addresses of all of Seller's creditors and shall contain information regarding the nature and extent of the claim or claims of each creditor. Seller shall afford to Purchaser or Purchaser's authorized representative's access to Seller's books and records related to each claim and shall furnish Purchaser with such financial and operating data and other information regarding each such claim as Purchaser may from time to time reasonably request.



## 8. Representations, Covenants, and Warranties of Seller.

Seller and Owner (as evidenced by the signature of Owner) represent, covenant, and warrant the following to be true, which representations, covenants, and warranties shall survive the Closing:

8.1 Status of Seller. Seller is a Nevada corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada; and, further, is properly authorized, according to its Articles of Incorporation or Bylaws, and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement. Furthermore, Seller has not in the last one (1) year used or assumed any other name in connection with the conduct of the Business that has not been disclosed to Purchaser. A certified copy of Seller's Articles of Incorporation and any amendments to date, along with a Certificate of Good Standing and a copy of Seller's by-laws will be provided upon request.

8.2 Authority. When executed, this Agreement and all instruments necessary to carry out the transactions contemplated by this Agreement (the "Related Documents") will be legal, valid, and binding obligations of each party signing such instruments on behalf of Seller.

8.3 Financial Statements. Upon Purchaser's written notice, Seller shall provide seller with financial statements concerning the Business as of the fiscal year preceding the Effective Date (together with any subsequently prepared financial statements supplied by Seller to Purchaser, collectively, the "Financial Statements"). The Financial Statements (1) fairly present both the financial position of Seller as of the respective dates indicated and the results of operations, retained earnings, and changes in financial position of Seller for the respective periods indicated, and (2) have been prepared in accordance with generally accepted accounting principles, as modified by Seller's standard accounting practices.

8.4 Absence of Undisclosed Liabilities. Notwithstanding anything contained in this Agreement to the contrary, as of the dates of and except to the extent reserved or reflected in the Financial Statements, Seller had no known liabilities or obligations. Seller represents that Seller does not know or have reasonable grounds to know of any basis for the assertion against Seller, as of such dates, of any liability of any nature or in any amount not fully reserved or reflected in the Financial Statements.

8.5 Title to Properties. Seller has good and marketable title to all its assets.

8.6 Seller's Name. Seller agrees that from and after the Closing Date, Purchaser shall have the exclusive right to use in or in connection with the conduct of any business (whether carried on by Purchaser directly or through any affiliate) (1) the Name; or (2) any part or portion of the Name, either alone or in combination with one or more other words. Seller warrants to Purchaser that it has taken all necessary action to protect the Name in the State of Nevada and other locations where such was necessary, and agrees to take or cause to be taken any and all steps or actions that shall be or become permissible, proper, or convenient to enable or permit Purchaser to use the Name, or any portion of the Name, either alone or in combination with one or more other words, except as presently restricted. It is contemplated that on or as soon as practicable after the Closing Date, Seller will terminate Seller's interest in the Name. After the Closing Date, Seller agrees that it will not use the Name directly or indirectly, either alone or in combination with one or more other words, in or in connection with any business, activities, or operations that Seller directly or indirectly may carry on or conduct.

8.7 Status of Contracts. Seller has, to the best of Seller's knowledge, complied with all of the provisions of contracts described in this Agreement and of all other contracts and commitments to which Seller is a party. Further, that Seller has disclosed all unfulfilled contracts to Purchaser, in writing, prior to closing.

8.8 Insurance. All assets owned by Seller are and will be adequately insured against fire and casualty to the Closing Date; and, in addition, the leased premises occupied by Seller are and will be adequately insured for fire and extended coverage, personal liability, and property damage (collectively, the "Policies"). Further, the Policies are and will be outstanding and duly enforced and the premiums to become due on the Policies to the Closing Date will be paid when due. Seller has not received any notice of any cancellation of the Policies.

8.9 Taxes: Unemployment Liabilities: Tax Returns and Audits.

- A. Taxes. All Federal Income Taxes due and payable by Seller on or before the Closing Date have been or will have been paid or provided for by Seller. Seller is not subject to any other taxes including State Income Tax, UIA or property tax. Seller is responsible for all unpaid taxes incurred prior to the closing date.
- B. Tax Returns: Audits. Seller has, and as of the Closing Date will have, filed all taxes and reports required to be filed by Seller pursuant to the operation of the Business with all such taxing authorities. Seller does not have any outstanding or unsatisfied deficiency assessments with respect to any taxes, and there are no current audits or investigations by or disputes with any authority with respect to any taxes.
- C. No Dispute. Seller is not involved in any dispute with any tax authority on the amount of taxes due, nor has it received any notice of any deficiency, audit, or other indication of deficiency from any tax authority not disclosed to the Parties to this Agreement.

8.10 Licenses and Permits. Seller presently possesses and will continue to possess at the Closing Date all governmental licenses, permits, certificates of inspection, other authorizations, filings, and registrations which are necessary for Seller to own and operate the Business as presently conducted.

8.11 Litigation or Insolvency Proceedings.

- A. Litigation. There is one ongoing legal dispute with H-CAP, that was previously disclosed by seller to purchaser and seller remains responsible for any damages incurred by this dispute after the closing date. Other than this disclosed matter, there are no actions, suits, claims, investigations, or legal, administrative, or arbitration proceedings pending or, to the best of Seller's and Owner's knowledge, threatened or likely to be asserted by or against Seller or relating to the Purchased Assets, this Agreement and/or the transactions contemplated hereby, before any court, governmental agency, or other body, including any quasi-judicial or administrative forum, and no judgment, order, writ, injunction, decree, or other similar command of any court, governmental agency, or body has been entered against or served upon Seller or upon any individual Owner.

- B. Insolvency Proceedings. Seller is not involved in any proceeding by or against it in any court under the Bankruptcy Code or any other insolvency or debtor's relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, or other similar official of Seller or Seller's property.

8.12 Labor Relations—Employees.

- A. Seller has no employees and no labor issues.

8.13 Environmental Matters. To the best of Seller's knowledge, there is no Hazardous Material in, on, or under the Location. In addition, there are no presently pending or threatened administrative or enforcement actions, investigations, compliance orders, claims, demands, actions, or litigation based on environmental laws or regulations or otherwise related to the presence of Hazardous Material, in, on, or under the Location. Seller makes no other environmental representations or warranties, but Seller acknowledges that neither Party is required to close the transactions contemplated by this Agreement unless satisfied with the environmental reports or assessments conducted in accordance with this Agreement. For purposes of this paragraph, the term "Hazardous Material" shall mean any toxic or hazardous waste or substance (including without limitation asbestos and petroleum products) which is regulated by applicable local, state, or federal environmental laws or regulations.

8.14 Conduct of Business. From the date of the most recent Financial Statements delivered by Seller to Purchaser to the Effective Date, the Business of Seller has been (and until the Closing Date shall be) open and conducted by Seller in a normal and regular manner; and further, Seller has not:

- A. Amended its Articles of Incorporation or Bylaws;
- B. Entered into any contract or commitment extending beyond the Closing, except normal commitments made in the ordinary course of business, such as standard sales agreements;
- C. Modified the compensation or benefits payable to or to become payable by Seller to any officer, employee, or agent;
- D. Encumbered any Purchased Assets;
- E. Experienced any adverse change or any material damage, destruction, or loss affecting its assets or the Business; and/or
- F. Entered into any agreement not in the ordinary course of business or agreed to do any of the foregoing.

8.15 Condition of Purchased Assets. The following representations are made with respect to the Purchased Assets:

- A. The Purchased Assets are presently operating and have been regularly maintained and will be in the same working condition as of the Closing Date.
- B. There are no known defects that have not been disclosed to Purchaser.
- C. There are no known outstanding citations issued by any health, building, or other governmental agency, under the Occupational Safety and Health Act and/or under the Americans with Disabilities Act having jurisdiction over the operation of the Purchased

Assets and/or the Business, including any claims of any violation of any federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements.

8.16 No Violation or Breach. The performance of this Agreement will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, nor is the performance of this Agreement in violation of the conditions or restrictions in effect for financing pursuant to any loan documents, whether any such loan is secured or unsecured.

8.17 ERISA Plans. Seller has no employee benefit plans now in effect which are subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Seller has no employees.

8.18 Full Disclosure. This Agreement and any other information furnished to the Purchaser in connection with the transactions contemplated by this Agreement neither contain any untrue statement of material fact nor omit to state any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

8.19 Competitors. Neither Seller nor any individual Owner has any direct or indirect interest in any person or entity engaged or involved in any business which is competitive with the Business.

8.20 Broker's or Finder's Fees. No agent, broker, investment banker, person, or firm acting on behalf of Seller is or will be entitled to any broker's or finder's fees or any other commission or similar fee directly or indirectly from either of the Parties in connection with the sale of the assets contemplated hereby.

8.21 Patents, Trademarks, etc. of Seller. Seller will immediately upon payment under this agreement transfer ownership of any all trademarks, patents, copyrights or the like pertaining to CRETO, Pyramid (trademark), DPS, Deep Penetrating Solution, RMO, Liquid China, Cement Sealer, Wood Sealer to Purchaser. Such transfer shall be world wide, without limitation and shall be exclusive, subject to earlier limiting provisions regarding FORMULA 1918.

8.21.1 Additional Patent, Trademark, etc. of Seller. Once Purchaser exercises its option in regard to FORMULA 1918, then the provisions of paragraph 8.21 shall apply to FORMULA 1918.

8.22 Customer List of Seller. Seller shall provide Purchaser with a customer list and, to that end, Seller authorizes the release of pertinent information pertaining to the customer list to Purchaser. Seller is in a position to know and knows of no intention on the part of any customer of Seller to terminate the existing contracts. Seller shall assist in the smooth transition of business ownership and shall introduce Purchaser to all sub-manufacturers, representatives, distributors or agents, including, but not limited to; such individuals or entities anywhere in the world, including, but not limited to; North America, Europe, Africa, Asia, including China. In the event that Ecobitan does not timely and properly exercise its option in regard to FORMULA 1918, on July 1, 2006 this will be expanded to include such rights of Purchaser as to FORMULA 1918.

8.23 Assumed Name of Seller. The name under which the Business is conducted is Creto International, Inc.. The foregoing name has been properly filed with the appropriate agency having jurisdiction over the filing of the name.

8.24 No Violation or Breach. The performance of this Agreement will not be in violation of any laws, statutes, local ordinances, state or federal regulations, court or administrative order, or ruling, not is the performance of this Agreement in violation of any loan document's conditions or restrictions in effect for financing, whether secured or unsecured.

8.25 Reliance. The foregoing representations and warranties are made by the Seller with the knowledge and expectation that Purchaser is placing complete reliance on them.

#### 9. Representations, Covenants, and Warranties of Purchaser.

Purchaser represents, covenants, and warrants the following to be true, which representations, covenants and warranties shall survive the Closing:

9.1 Status of Purchaser. Purchaser is a Michigan corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan; and, further, is properly authorized, according to its Articles of Incorporation or Bylaws and duly adopted Resolution, to enter into and carry out the transactions contemplated by this Agreement. Upon request of Seller, Purchaser shall provide certification of the foregoing.

9.2 Authority. This Agreement and all Related Documents when executed will be legal, valid, and binding obligations of each party signing such instruments on behalf of Purchaser.

9.3 Awareness of Purchaser. Purchaser acknowledges the following:

- A. During the negotiations prior to the execution of this Agreement, Seller furnished to Purchaser financial data and other data which Purchaser considers necessary or advisable to enable Purchaser to form a decision concerning the purchase of the Business, including the Purchased Assets.
- B. Purchaser has had an opportunity to examine the Purchased Assets and agrees to accept the same "As Is," subject to the remaining conditions and other provisions of this Agreement.
- C. Purchaser has, either individually or through agents or employees of Purchaser, sufficient knowledge, expertise, and financial capacity to operate the Business; and, further, Purchaser is capable of evaluating the merits and risks of the purchase of the Business.

9.4 Litigation. There are no actions, suits, or proceedings pending or, to Purchaser's knowledge, threatened or likely to be asserted, against the Purchaser, before any court, administrative agency, or other body; and no judgment, order, writ, injunction, decree, or other similar command of any court or governmental agency has been entered against or served upon Purchaser relating to this Agreement and/or the transactions contemplated by this Agreement.

9.5 Broker's or Finder's Fees. No agent, broker, investment banker, person, or firm acting on behalf of Purchaser is or will be entitled to any broker's or finder's fees or any other commission or similar fee directly or indirectly from either of the Parties in connection with the sale of the assets contemplated by this Agreement.

9.6 Reliance. The foregoing representations and warranties are made by Purchaser with the knowledge and expectation that Seller is placing complete reliance on them.

## 10. Pre-Closing Actions and Miscellaneous Covenants.

From the Effective Date until the Closing:

10.1 Purchaser's Access. Seller shall permit Purchaser and Purchaser's representatives to make a full business, financial, accounting, and legal review of the Business, the Purchased Assets, and Seller's tax returns to the extent Purchaser deems necessary (the "Due Diligence Review"). Seller shall take all reasonable steps necessary to cooperate with Purchaser in undertaking the Due Diligence Review. Except as set forth in this Agreement or as agreed by the Parties, the Due Diligence Review by Purchaser or Purchaser's representatives shall not affect the representations and warranties of Seller or Purchaser's reliance on them.

### 10.2 Due Diligence Review by Purchaser.

- A. Review Period. Purchaser has completed its Due Diligence. (the "Review Period") to conduct the Due Diligence Review.
- B. Satisfaction of Conditions. If (1) the Purchased Assets are not in satisfactory condition, and/or (2) records do not substantiate the information previously furnished by Seller to Purchaser, Purchaser may, upon written notice to Seller, terminate this Agreement and shall be entitled to a full refund of Purchaser's deposit. If no written objection or written notice of non-satisfaction by Purchaser is delivered to Seller within the Review Period, then such right of termination is waived as of the close of business on the last day of the Review Period.
- C. Ongoing Duty to Provide Information. Seller's duty to provide information to Purchaser shall continue through the Closing even if the Review Period has ended.

10.3 Accuracy of Representations and Warranties; Satisfaction of Conditions. Seller will immediately advise Purchaser in writing if (1) any of Seller's representations or warranties are untrue or incorrect in any material respect or (2) Seller becomes aware of the occurrence of any event or any state of facts that results in any of the representations and warranties of Seller being untrue or incorrect as if Seller were then making them. Seller will not take any action, or omit to take any action, that would result in any of Seller's representations and warranties set forth in this Agreement to be untrue or incorrect as of the Closing Date. Seller will use its best efforts to cause all conditions within Seller's control that are set forth in this Agreement to be satisfied as promptly as practicable under the circumstances.

10.4 Conduct of Business. Except as otherwise specifically provided in this Agreement, Seller will use all reasonable efforts to keep the Business organization intact; to preserve the relationships with Seller's customers, suppliers, and others having business dealings with Seller; and to preserve the services of Seller's employees, agents, and representatives, if any. Without limitation of the foregoing:

- A. Seller shall not undertake any action without the prior written consent of Purchaser that, if taken before the date of this Agreement, would have been required to be disclosed on any Exhibit or required to be disclosed pursuant to the provisions of this Agreement; and
- B. Seller will not undertake any action which would alter the nature of the Business or result in any change in the Purchased Assets, other than in the ordinary course of business consistent with past practices.

10.5 Environmental Studies and Remediation Activities

- A. Environmental Studies. The parties agree that no environmental studies are required.

11. Conditions Precedent to Obligations of Purchaser at Closing.

The obligations of Purchaser to perform this Agreement at the Closing are subject to the satisfaction at or prior to the Closing of the following conditions, unless waived in writing by Purchaser:

11.1 Accuracy of Representations and Warranties. The representations and warranties of Seller contained in this Agreement and all Related Documents shall be true and correct at and as of the Closing Date as though such representations and warranties were made on the Closing Date. Further, upon request of Purchaser, Seller shall deliver to Purchaser a certificate certifying that as of the Closing Date all of the representations and warranties of Seller contained in this Agreement are true and correct.

11.2 Performance of Covenants. Unless otherwise agreed or waived, Seller shall have in all respects performed and complied with all covenants, agreements, and conditions that this Agreement and all Related Documents require to be performed or complied with before or on the Closing Date. In addition, Seller and Owner shall have properly executed and delivered the Non-Competition Agreement.

11.3 Lien Search. Purchaser shall have the right to conduct a UCC search in form and content satisfactory to Purchaser. If objection to title is made by Purchaser based upon a written opinion of Purchaser's attorney that title is not in the condition as required for performance hereunder, Seller shall have ten (10) days from the date Seller is notified in writing of the particular defects claimed either (1) to remedy title, or make arrangements to remedy title at the Closing; or (2) upon written demand made by Purchaser, to refund any Deposit in full termination of this Agreement, if unable to remedy title. Purchaser may, however, elect to complete the purchase and sale and reserve any right to recover any damages arising out of the defect in title.

11.4 Closing Documents: Instruments of Transfer, Etc. Purchaser shall have received the following:

- A. All bills of sale, general instruments of transfer, conveyances, assurances, transfers, assignments, approvals, consents by third parties, and any other instruments and documents containing the usual and customary covenants and warranties of title that are consistent with the requirements and the warranties of Seller in this Agreement and that shall be convenient, necessary, or reasonably required to effectively transfer the Purchased Assets to Purchaser with good title, free and clear of all encumbrances.
- B. Acknowledgment of each party in possession of any Remote Assets of Seller's ownership of the Remote Assets, free of any claims, set-offs, or charges, and the transfer of the Remote Assets to Purchaser.
- C. Resolutions of the Owner and Seller's board of directors approving and authorizing this Agreement and the transactions contemplated hereby, and identifying the officer[s] authorized to execute all documents.

11.5 Certificate Regarding Tax Returns by State of Nevada. No State taxes are applicable to Seller.

11.6 Key Management Employee.

The only Key Management employees are William Myers and Randall Thompson who will be hired as consultants as set forth in the consulting agreement attached as Exhibit 2.

11.7 Due Diligence Satisfaction. Purchaser shall be satisfied, in Purchaser's sole discretion, with the result of Purchaser's Due Diligence Review, inclusive of the inspection and valuation of the Purchased Assets.

11.8 Environmental Reports or Assessments. The Parties agree that no environmental reports or studies are applicable.

11.9 UIA Forms. Not applicable. Seller has no employees.

11.10 No Litigation. No action, suit, or other proceeding, other than the H-CAP issue previously disclosed, shall be pending or threatened before any court, governmental authority, or other lawful body seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in connection with this Agreement, or involving a claim that consummation of this Agreement shall be in violation of any law, decree, or regulation. No other material adverse actions or proceedings shall have been instituted or threatened against Seller or the Business.

11.11 No Material Adverse Change. Except as described in this Agreement, there shall have been no material adverse change or development in the Business, its properties, results of operations, financial condition, assets, or volume of sales or service orders; and no fact or condition shall exist or be contemplated or threatened which will, or in Purchaser's reasonable judgment will be likely to, cause such a change or development.

11.12 Fire or Other Casualty/Risk of Loss.

- A. Assumption of Risk—Seller. Except as set forth in this Agreement, Seller assumes all risks of destruction, loss, or damage due to any casualty, including any liability arising out of ownership of the Purchased Assets, up to the time of the Closing.
- B. Assumption of Risk—Purchaser. Notwithstanding the foregoing, Purchaser assumes all risks of destruction, loss, or damage due to any casualty caused by Purchaser's negligence and in such event Purchaser assumes all risks of destruction, loss, or damage pertaining to any of the Purchased Assets placed in the possession of Purchaser prior to the Closing except defects in the Purchased Assets, ordinary wear and tear which results from Purchaser's ordinary use of the Purchased Assets to assist Seller in the Business prior to Closing.
- C. Insurance. In the event of casualty or malfunction of any of the Purchased Assets prior to Closing, Seller's insurance shall be applied toward repair or replacement of any such property. Any liability of Purchaser shall be limited to damages in excess of any insurance proceeds received by Seller or Purchaser and applied toward repair or replacement of the property. Seller shall expeditiously file a claim with its insurance carrier upon notice of any such casualty or malfunction covered by insurance.

11.13 Possession. Purchaser shall have received operating control and possession of all of the Purchased Assets.

12. Conditions Precedent to Obligations of Seller at Closing.

The obligations of Seller to perform this Agreement at the Closing are subject to satisfaction at or prior to the Closing of the following conditions, unless waived in writing by Seller:



12.1 Representations and Warranties. The representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date.

12.2 Performance of Obligations of Purchaser. Purchaser shall have performed all obligations required to be performed by it under this Agreement prior to the Closing.

12.3 Closing Documentation. Purchaser shall receive the items described above. Seller shall have received the payments described above.

### 13. Confidentiality.

Purchaser acknowledges that, pursuant to the right to inspect Seller's books, records, and other documents and materials, Purchaser may become privy to confidential information of Seller, and that communication of such confidential information to third parties (whether or not such communicated information is authorized by Purchaser) could injure Seller's business in the event that this transaction is not completed. Purchaser agrees to take reasonable steps to ensure that such information about Seller, obtained by Purchaser, shall remain confidential and shall not be disclosed or revealed to outside sources, and further agrees not to solicit any customers of Seller disclosed from such confidential information. As used in this Agreement, "confidential information" includes information ordinarily known only to Seller's personnel, and information such as customer lists, supplier lists, trade secrets, channels of distribution, pricing policy and records, inventory records, and other information normally understood to be confidential or designated as such by Seller.

### 14. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class postage prepaid, to Seller, at Seller's address given in this Agreement, or to Purchaser, at Purchaser's address given in this Agreement, or to any other address that Purchaser or Seller shall designate in writing.

#### 14.1 Notice and Disclosure of Attorney:

Notice is hereby given that this document was drafted by Berton K. May, a principal attorney at May & Sucher, P.L.L.C. (Attorney(s)) located in the State of Michigan. Berton K. May hereby discloses that he is licensed attorney in the State of Michigan and is the natural son of Edward May a principal with the Purchaser BROWNING. Such Notice is provided to allow all interested parties an opportunity to have this agreement reviewed by the attorney of their own choosing and to avoid any future claim that such relationship was not fully disclosed. By executing this agreement, all parties waive any claim that the Attorneys failed to disclose any potential conflict of interest.

### 15. Indemnification.

15.1 Indemnification by Seller. Seller shall defend, indemnify, and hold harmless Purchaser and Purchaser's agents and employees, heirs, representatives, successors, and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from:

- A. All debts, liabilities, and obligations of Seller, whether accrued, absolute, contingent, known, unknown, or otherwise;
- B. Any inaccuracy in any representation or breach of any warranty of Seller contained in this Agreement or the Non-competition Agreement; and
- C. Any failure by Seller to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by the Seller under this Agreement or the Non-Competition Agreement.

15.2 Indemnification by Purchaser. Purchaser shall defend, indemnify, and hold harmless Seller and Seller's agents and employees, heirs, representatives, successors and assigns from and against any and all costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from:

- A. All debts, liabilities, and obligations of Purchaser, whether accrued, absolute, contingent, known, unknown, or otherwise;
- B. Any inaccuracy in any representation or breach of any warranty of Purchaser contained in this Agreement; and
- C. Any failure by Purchaser to perform or observe in full, or to have performed or observed in full, any covenant, agreement, or condition to be performed or observed by the Purchaser under this Agreement.

16. Consultation. Owner, (William Myers and/or Randall Thompson) as independent contractors engaged by Seller, shall provide to Purchaser consultation, customer relations, general assistance, and informational services pertaining to Seller on an ongoing basis, as reasonably requested by Purchaser, as set for the attached agreements.

17. Termination of Agreement. Except as otherwise specifically set forth in this Agreement:

17.1 Right of Termination. This Agreement may be terminated at any time before the Closing Date as follows:

- A. By Purchaser and Seller in a written instrument;
- B. By Purchaser or Seller if the Closing does not occur on the Closing Date;
- C. By Purchaser or Seller if there has been a material breach of any of the representations or warranties set forth in this Agreement on the part of the other Party, and such breach by its nature cannot be cured before the Closing; or
- D. By Purchaser or Seller if there has been a breach of any of the covenants or agreements set forth in this Agreement on the part of the other Party, and this breach is not cured within ten (10) business days after the breaching Party or Parties receive written notice of the breach from the non-breaching Party.

- 17.2 Effect of Termination: Election of Remedies. If this Agreement is terminated:
- A. As provided in subparagraph 17.1A., this Agreement shall forthwith become void and have no effect, except for provisions of next succeeding sub-paragraph.
  - B. As provided in subparagraphs 17.1B.-D., no Party shall be relieved or released from any liabilities or damages arising out of such Party's breach of any provision of this Agreement; however, in the event of Purchaser's breach, Seller, at Seller's option, may by

written notice declare a forfeiture and retain the deposit as liquidated damages, or may elect any other remedy allowed by law.

17.3 Exclusion. Notwithstanding anything contained to the contrary in this Agreement, (1) the terms of any previously executed confidentiality agreement shall survive the Closing and (2) each Party will not, during the six-month period following the termination, directly or indirectly solicit any employee, if any, of the other Party to leave the other Party's employment.

#### 18. Closing.

18.1 Closing Date. The Closing shall be held on May 26, 2006 or such later date as may be agreed upon by the Parties (the "Closing Date")

18.2 Closing Location. The Closing shall be held on the Closing Date at such location as may be agreed upon by the Parties.

18.3 Documents. At the Closing and at any time after it, the Parties shall execute all documents necessary to put into effect the terms of this Agreement.

#### 19. Miscellaneous.

19.1 Amendment. This Agreement shall not be amended, altered, or terminated except by a writing executed by each Party.

19.2 Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Michigan and Sellers waive any and all objections to Venue and Jurisdiction for any claims under this agreement being within the State of Michigan.

19.3 Headings. The paragraph headings used in this Agreement are included solely for convenience.

19.4 Entire Agreement. This Agreement sets forth the entire understanding of the Parties; further, this Agreement shall supersede and/or replace any oral or written agreement(s) relating to this subject matter entered into by the Parties before the date of this Agreement.

19.5 Waiver. The waiver by any party of any breach or breaches of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

19.6 Binding Effect. This Agreement, inclusive of its terms and provisions, shall survive the Closing and shall be binding on and inure to the benefit of, and be enforceable by, the respective heirs, legal representatives, successors, and assigns of the Parties.

19.7 Construction of Agreement. Each Party and its respective legal counsel has reviewed and revised this Agreement and has had equal opportunity for input into this Agreement. Neither Party nor their respective legal counsel shall be construed to be the drafter or primary drafter of this Agreement. In the event of any dispute regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation shall not be construed more in favor of one Party than the other; rather, questions of interpretation shall be construed equally as to each Party.

19.8 Consent. Unless otherwise provided, any required consent of a Party shall not be unreasonably withheld or delayed by such Party.

Purchaser and Seller have executed this Agreement on the following dates to be effective as of the "Effective Date":

SELLER Creto International, Inc.

Dated: 05-27-06

By: *William Myers*  
William Myers  
Its: President

Dated: 5-31-06

PURCHASER Browning Investments,  
Inc.  
By: *Edward May*  
Edward May  
Its: President

CONSENT OF SELLER'S SHAREHOLDERS

The undersigned shareholders of Seller, for good and valuable consideration, the receipt of which is acknowledged, joins in the above Agreement for the purpose of binding the undersigned to deliver the required Non-Competition Agreement as set forth in this Agreement and for the purpose of committing the undersigned to the indemnification provisions of this Agreement, but only to the extent of the Purchase Price.

Dated: 05-27-06

*William Myers*  
William Myers

Dated: \_\_\_\_\_

*X*  
~~William Myers~~

~~\_\_\_\_\_~~  
~~This Agreement is made on May 27, 2006 at \_\_\_\_\_, Las Vegas, Nevada by \_\_\_\_\_ and \_\_\_\_\_~~