

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement
EFFECTIVE DATE:	09/19/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
North American Oil Company, Inc.		09/19/2005	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Cargo Chemical Corporation
Street Address:	1207 N. FM 3083 E.
City:	Conroe
State/Country:	TEXAS
Postal Code:	77303
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1619329	BLACK AGAIN
Registration Number:	1793304	BLACK JACK
Registration Number:	2446044	BRUSH-ON ELECTRICAL TAPE
Registration Number:	2499261	PURE CITRUS
Registration Number:	2715886	CITRASTAT
Registration Number:	2861494	QUICK & EASY

CORRESPONDENCE DATA

Fax Number: (404)888-7490
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: atltrademarks@wcsr.com
 Correspondent Name: Steven D. Kerr, Esq.
 Address Line 1: 1201 West Peachtree Street, Suite 3500
 Address Line 2: P. O. Box 7037, Atlanta, GA 30357-0037
 Address Line 4: Atlanta, GEORGIA 30309

CH \$165.00 1619329

ATTORNEY DOCKET NUMBER:	38325.0010.0
NAME OF SUBMITTER:	Steven D. Kerr
Signature:	/steven d. kerr/
Date:	04/23/2007
Total Attachments: 6 source=asp#page1.tif source=asp#page2.tif source=asp#page3.tif source=asp#page4.tif source=asp#page5.tif source=asp#page6.tif	

This **ASSET PURCHASE AGREEMENT** dated as of September 19, 2005, is entered into by and among Cargo Chemical Corporation, a Texas corporation ("Buyer"), North American Oil Company, Inc. a Florida corporation ("Seller") and Cal Yudin ("Yudin"), a resident of Alpharetta, Georgia.

WITNESSETH:

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, substantially all of the tangible and intangible properties and assets of Seller, all upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, Yudin wishes to sell, and Buyer wishes to purchase, all of Yudin's Personal Goodwill (as hereinafter defined); and

WHEREAS, capitalized terms used but not defined herein have the meanings specified in Appendix A hereto.

NOW, THEREFORE, in consideration of the premises and the covenants and other agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be contractually bound, hereby agree as follows:

1. SALE OF ASSETS

1.1. Assets to Be Sold. Except as otherwise provided in Section 1.2, upon the terms and subject to the conditions herein set forth, at the Closing, Seller will sell, assign, transfer, convey and deliver to Buyer all right, title and interest of Seller in and to the following:

- (i) all fixed assets as set forth on Schedule 1.1(i) attached hereto and all assignable warranties related thereto;
- (i) all Inventory set forth in Schedule 1.1(ii);
- (i) all contracts, licenses, sales orders, agreements with customers and vendors, purchase orders and other agreements set forth on Schedule 1.1(iii) (collectively, the "Assumed Contracts");
- (i) all Records;

- (v) all Intellectual Property;
- (vi) all sales, promotion, marketing and advertising rights and materials,
- (vii) customer lists, supplier lists, prospect lists, distributor and manufacturer's representative lists, mailing lists and other data with respect to the Business;
- (viii) all products sold by Seller (including products hereafter returned or repossessed and unpaid Seller's rights of rescission, replevin, reclamation and rights to stoppage in transit);
- (ix) all guaranties, representations, warranties, indemnities and similar rights in favor of Seller;
- (x) any and all goodwill and going concern value;
- (xi) all product lines including those set forth on Schedule 1.1(xi);
- (xii) all raw materials and work-in-progress;
- (xiii) prepaid expenses and deposits;
- (xiv) all Equipment and fixtures including that listed on Schedule 1.1(xiv);
- (xv) dies as set forth on Schedule 1.1(xv);
- (xvi) packaging;
- (xvii) all molds;
- (xviii) tangible and intangible assets of any kind;
- (xix) manufacturing processes;
- (xx) product and packaging designs, labels, brochures, marketing materials and videotapes (and the right to use such items bearing Seller's name);
- (xxi) formulations;
- (xxii) product certifications and test results;

- (xiii) computer equipment and software;
- (xiv) insurance policies;
- (xv) employee advances; and
- (xvi) registered trademarks, trademark applications and trade names; and
- (xvii) all Accounts Receivable and all payments received on or after the Closing Date relating to such Accounts Receivable.

All the foregoing rights, properties and assets to be sold, assigned, transferred, conveyed and delivered to Buyer hereunder are hereinafter collectively referred to as the "Assets." At the Closing, Buyer will purchase the Assets for the consideration set forth in Section 3.1 upon the terms and subject to the conditions set forth in this Agreement.

1.2. Retained Assets. All cash, all automobiles in Yudin's possession, all life insurance policies on Yudin, the Seller's profit sharing plan/trust and all documents related to legal and accounting advice given with respect to the transaction contemplated by this Agreement, as well as the assets listed on Schedule 1.2, will be excluded from the Assets to be sold, assigned, transferred, conveyed and delivered to Buyer hereunder and will not be included within the meaning of the term "Assets" (all of such excluded assets being hereinafter collectively referred to as the "Retained Assets").

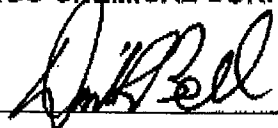
1.3. Instruments of Conveyance. In order to effectuate the sale, assignment, transfer and conveyance of the Assets, Seller will execute and deliver to Buyer at the Closing one or more of each of the Assignments.

NORTH AMERICAN OIL COMPANY, INC.
 SCHEDULE OF TRADEMARKS

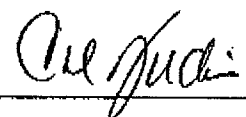
MARK	CLASS	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED
BLACK JACK	United States	Chemical coating for retail sale for tires to make tires look new; Class 1	73/802,676	5/25/1989	1,799,304	9/21/1993	Registered	Renewal	9/21/2013	
WHY THIS... TRY THIS	Australia	Chemical treatments for automotive windshields to improve visibility in conditions of rain or fog	744300	9/18/1997	744,300	5/9/1998	Registered	Renewal	9/18/2007	
VENT SCENTS	United States	Automotive windshield cleaner fluid for filling windshield fluid reservoirs within the engine compartments of vehicles; Class 3	74/592,710	10/31/1994	2,057,867	4/29/1997	Abandoned	N/A	N/A	
SCAMTHIN' ELSE	United States	Protective cleaner and restorer of vinyl, leather, rubber and plastic interiors of automobiles, trucks and boats; Class 3	74/168,561	5/20/1991	1,712,939	9/8/1992	Abandoned	N/A	N/A	
TERMINATOR	United States	Coating for coating battery terminals and other electrical connectors to prevent corrosion; Class 2	74/732,571	9/18/1995	N/A	N/A	Abandoned	N/A	N/A	


IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CARGO CHEMICAL CORPORATION

By: 
Name: David R. Bell, Ph.D.
Title: President

NORTH AMERICAN OIL COMPANY, INC.

By: 
Name: Cal Yudin
Title: President


Cal Yudin, Individually