

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
Environmental Biotech, Inc.		12/29/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Environmental Biotech International, LLC
Street Address:	1701 Biotech Way
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34243
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	74282763	
Serial Number:	74371243	SES
Serial Number:	74282629	ENVIRONMENTAL BIOTECH
Serial Number:	74495750	E CHEM
Serial Number:	74647284	GEL-OUT
Serial Number:	75147622	THE BUG TEAM
Serial Number:	75147623	
Serial Number:	74710792	ENVIRONMENTAL BIOTECH
Serial Number:	76050761	ENVIRONMENTAL BIOTECH
Registration Number:	2551047	GREASESAFE
Registration Number:	3082207	DIPSTICK-PRO

CORRESPONDENCE DATA

Fax Number: (239)261-0057

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900090644

**TRADEMARK
 REEL: 003651 FRAME: 0084**

OP \$290.00 74282763

Phone: (239) 262-1001
Email: usptomail@whitelawfirm.com
Correspondent Name: Jennifer L. Whitelaw
Address Line 1: 3838 Tamiami Trail North, Third Floor
Address Line 4: Naples, FLORIDA 34103

ATTORNEY DOCKET NUMBER:	ENVBIOINT'L - 11 ASSIGN
NAME OF SUBMITTER:	Kathleen L. Kolacz
Signature:	/Kathleen L. Kolacz/
Date:	10/31/2007

Total Attachments: 13

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into effective December 29, 2006, by and among Environmental Biotech, Inc., a Florida corporation (the "Seller") and Environmental Biotech International, LLC, a Florida limited liability company (the "Buyer").

Background

Seller is engaged in the business of lipid grease and waste remediation (the "Business").

Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Assets (as defined below) and rights used and useful in the operation of the Business other than the Excluded Assets (as defined below), upon the terms and subject to the conditions set forth in this Agreement.

Now, therefore, in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Terms

1. Assets Purchased and Sold. Seller agrees to sell, convey, assign and transfer to Buyer and Buyer agrees to purchase and acquire from Seller, on the Closing Date (as defined below), free and clear of all liens, liabilities, claims and encumbrances of any kind, all of the assets of Seller used or useful in the operation of the Business (the "Assets"), as set forth on Exhibit "A," other than the Excluded Assets (as defined below).
2. Assets Excluded From Sale. Notwithstanding anything herein to the contrary, following Closing, Seller shall retain cash and accounts receivable (collectively, the "Excluded Assets").
3. Purchase Price. In consideration for the Assets, Buyer shall pay to Seller an aggregate purchase price (the "Purchase Price") in the amount of [REDACTED], which shall be payable as follows:
 - (a) Seller hereby acknowledges the receipt of an earnest money deposit in the amount of [REDACTED] (the "Deposit"), which was delivered by Buyer to Seller upon the execution of that certain Letter of Intent [REDACTED] to be applied towards the Purchase Price at Closing (as defined below).
 - (b) At Closing, Buyer shall deliver to Seller, in the form of readily available funds, the cash amount of [REDACTED].
 - (c) At Closing, Buyer shall deliver to Seller a promissory note in the principal amount of [REDACTED].

the remainder of the Purchase Price (the "Promissory Note") in the form of Exhibit "B" attached hereto, payable as follows:

(i) Interest shall accrue at the rate of [REDACTED] per annum from [REDACTED] on the principal balance in the amount of [REDACTED] and Buyer shall pay to Seller three (3) monthly installments of interest only in the amount of [REDACTED] each commencing on [REDACTED] and on the same day of each month thereafter until [REDACTED]

(ii) On [REDACTED], Buyer shall pay to Seller a principal reduction in the amount of [REDACTED]

(iii) Interest shall accrue at the rate of [REDACTED] per annum from [REDACTED] on the principal balance in the amount of [REDACTED] and Buyer shall pay to Seller monthly installments of interest only commencing on [REDACTED] each, and any additional interest due shall be accrued; and

(iv) Commencing on [REDACTED], Buyer shall pay twenty four (24) monthly installments of principal and interest, computed by fully amortizing the outstanding balance of principal and accrued interest on [REDACTED] months at the rate of [REDACTED] with the entire balance of principal and all accrued interest being due and payable on [REDACTED]

The Promissory Note shall be secured by the following: (i) the Assets being purchased hereunder; (ii) assignment of all of the intellectual property of [REDACTED] including [REDACTED] by [REDACTED] pursuant to that certain Intellectual Property Purchase Agreement of even date herewith by and [REDACTED] of a Federal limited liability company [REDACTED] of a Security Agreement, made part of Exhibit [REDACTED]

4. Liabilities. Buyer and Seller acknowledge and agree that Buyer is not assuming any liabilities of Seller existing prior to the Closing Date, with the exception of those that are specifically assumed by Buyer. Seller shall indemnify and hold Buyer harmless for claims, liabilities, actions or losses that arise from actions prior to the Closing Date, and Buyer shall indemnify and hold Seller harmless for claims, liabilities, actions or losses that arise from actions following the Closing Date.

5. Closing. The closing (the "Closing") of this transaction shall take place effective December 29, 2006 (the "Closing Date") at the offices of Abel Band, Chartered, located at 240 S. Pineapple Avenue, 10th Floor, Sarasota, Florida 34236, or at such other time and place as mutually agreed upon by the parties. At the Closing, Buyer shall deliver to Seller the following: (i) the cash sum set forth in Section 3(b); (ii) the fully executed Promissory Note; (iii) the fully executed Security Agreement; and (iv) the fully executed Guaranty. At the Closing, Seller shall deliver to Buyer a Bill of Sale, in the form of Exhibit "E" attached hereto, transferring the Assets to Buyer.

6. Allocation of Purchase Price. It is expressly acknowledged and agreed that the Purchase Price for the Assets being sold, transferred and conveyed hereunder shall be allocated as set forth on Exhibit "F" attached hereto.

Buyer and Seller agree to prepare and file all state, federal and local tax returns and filings required for their respective entity in a manner consistent with such allocation. Seller and Buyer each agree to give notice to the other in the event that the income tax return for the year of sale of Seller or Buyer is examined by the Internal Revenue Service or any other taxing authority or of any proposed adjustments to such returns.

7. Seller's Warranties and Representations. As a material part of the consideration for the purchase of the Assets and a material inducement to Buyer to enter into this Agreement and to consummate the transaction contemplated herein, Seller hereby represents and warrants to Buyer, as follows.

(a) Authority. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to carry on its business as it is presently being conducted, to own and use all of the Assets, to enter into this Agreement, and to carry out and perform the terms and provisions of this Agreement.

(b) Authorization. The execution and delivery of this Agreement to Buyer and the carrying out of the provisions hereof have been duly authorized by any necessary corporation actions of Seller. This Agreement is, and each other agreement or instrument of Seller contemplated hereby, when executed and delivered by Seller in accordance with the terms thereof, will be, the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms subject to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity.

(c) Title. Seller is the owner of and has good and marketable title to all of the Assets, and the Assets are, or as of Closing will be, free and clear of all debts, liens, claims and encumbrances.

8. Buyer's Warranties and Representations. As a material part of the consideration for the sale of the Assets and a material inducement to Seller to enter into this Agreement and to consummate the transaction contemplated herein, Buyer hereby represents and warrants to Seller, as follows.

(a) Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to carry on its business as it is presently being conducted, to own and use all of its assets free and clear of all liens and encumbrances, to enter into this Agreement, and to carry out and perform the terms and provisions of this Agreement.

(b) Authorization. The execution and delivery of this Agreement to Seller and the carrying out of the provisions hereof have been duly authorized by all necessary company actions of Buyer. This Agreement is, and each other agreement or instrument of Buyer contemplated hereby, when executed and delivered by Buyer in accordance with the terms thereof, will be, the legal, valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms subject to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity.

9. Expenses; Brokers. Each party shall pay its respective costs and attorneys fees incurred in connection with the preparation of the documents and consummation of this transaction. Each party represents and warrants that neither party has engaged the services of a broker in connection with this transaction. Buyer shall pay all documentary stamp taxes and fees incurred in connection with the Promissory Note and the filing of the UCC-1 Financing Statement.

10. Notices. Any notice permitted or required hereunder shall be delivered to the parties personally or by United States Mail, with postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Seller: Environmental Biotech, Inc.
Attn: William F. Hadley
1701 Biotech Way
Sarasota, FL 34243

With a copy to: Jenifer S. Schembri, Esq.
Abel Band, Chartered
P.O. Box 49948
240 S. Pineapple Avenue, 10th Floor
Sarasota, FL 34230-6948

If to Buyer: Environmental Biotech International, LLC
Attn: Aziz Tejpar

With a copy to:

11. Strict Performance. No waiver of or failure to enforce a breach of this Agreement is a waiver of any other or subsequent breach. No extension of time granted under this Agreement to perform a part of it extends the time for performance of another part or any subsequent performance of any part. Time is of the essence of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and any action brought to enforce any provision of this Agreement shall be brought in a court having jurisdiction in and for Sarasota County, Florida.

13. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter hereof and any transactions contemplated hereby. The parties hereto may by mutual agreement in writing (a) extend the time for the performance of any of the obligations of the parties hereto, (b) waive any inaccuracies in the warranties and representations contained in this Agreement, and (c) waive compliance with any of the covenants contained herein and so waive performance of any of the obligations of the parties hereto.

14. Persons Bound. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. Whenever required by the context, the singular number shall include the plural, the plural the singular, and the use of any gender shall include any other gender as appropriate in the context.

15. Assignability. This Agreement, or any portion hereof, shall not be assignable by Seller or Buyer without the prior written consent of the other party hereto, which consent may not be unreasonably withheld.

16. Attorney's Fees. If a dispute arises between the parties relative to the terms of this Agreement or any closing document, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the non-prevailing party.

17. Interpretation. This Agreement is the product of a joint negotiation of the parties and no rule of construction or interpretation shall be adopted to construe this Agreement against one party or the other as the purported drafter.

18. Representation. The parties acknowledge and agree the Abel Band, Chartered represents Seller in connection with this transaction and does not represent Buyer, and that Buyer

has been advised and given a reasonable opportunity to consult with independent legal counsel in connection with this transaction and review of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESSES:

Paul Everett

SELLER:

Environmental Biotech, Inc., a Florida corporation

By: *William F. Hadley*
William F. Hadley, as its President

BUYER:

Environmental Biotech International, LLC, a Florida limited liability company

By: *Aziz Tejpar*
Aziz Tejpar, as its Manager

By: *Riz Tejpar*
Riz Tejpar, as its Manager

SALE OF ENVIRONMENTAL BIOTECH, INC.
TO
ENVIRONMENTAL BIOTECH, INTERNATIONAL

ATTACHMENT (A)

ASSET BREAKDOWN

Equipment

Trademark
(Detail Attached)

Inventory
(Detail Attached)

Goodwill

CONFIDENTIAL

A	B	C	D	E	F	G	H	I	J
1									
2	Environmental Biotech, Inc.	GES	USPTO	37	US TRADEMARK PORTFOLIO BELOW	74317634			
3	Environmental Biotech, Inc.	E-CHEM and globe design	USPTO	3		74317643			
4	Environmental Biotech, Inc.	(GES) GREASE ERADICATION SYSTEM	USPTO	37		74654951			
5	Environmental Biotech, Inc.	GES	USPTO	31		74378010			
6	Environmental Biotech, Inc.	KEEPFUL SERVICE	USPTO	3, 5, 37		74495682			
7	Environmental Biotech, Inc.	GEL-OUT	USPTO	31		74647676			
8	Environmental Biotech, Inc.	Environmental Biotech Logo	USPTO	37, 42		74282753			
9	Environmental Biotech, Inc.	SES	USPTO	31		74371243			
10	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH	USPTO	37, 42		74282629			
11	Environmental Biotech, Inc.	E-CHEM and globe design	USPTO	3, 5, 37		74495750			
12	Environmental Biotech, Inc.	GEL-OUT	USPTO	37		74647284			
13	Environmental Biotech, Inc.	THE BUG TEAM	USPTO	31		75147822			
14	Environmental Biotech, Inc.	Bugs and World Design mark	USPTO	3		75147623			
15	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	USPTO	37, 42		74710792			
16	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH	USPTO	37, 42		76050761			

CONFIDENTIAL

	A	B	C	D	E	F	G	H	I	J
1	Environmental Biotech Inc.	GREASESAFE	USPTO	11/8&15 due 2008-03-19	Registered; Awaiting Instructions as to filing of Sec 9		5	2551047		
18	Environmental Biotech Inc.	DIPSTICK-PRO	USPTO	9/Regist 8&15 due 2012-04-18		7	3082207			
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30	Environmental Biotech, Inc.	Environmental Biotech Logo	UTAH					232302007B		
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STATE TRADEMARK PORTFOLIO

CONFIDENTIAL

	A	B	C	D	E	F	G	H	I	J	
1					FOREIGN TRADEMARK PORTFOLIO						
33	Environmental	ENVIRONMENTAL	Australia	40.		579230					
34	Biotech, Inc.	BIOTECH logo	Australia								
35	Environmental	ENVIRONMENTAL	Australia	40		579231					
36	Biotech, Inc.	ENVIRONMENTAL	Benelux	37, 42		789501					
37	Biotech, Inc.	ENVIRONMENTAL	Canada	42		705241					
38	Biotech, Inc.	BIOTECH and design	Columbia	37		229888					
39	Environmental	GES	CTM	3, 37, 42		2634160					
40	Biotech, Inc.	SES	CTM	3, 42		2634948					
41	Environmental	GEL-OUT	CTM	3, 42		2610814					
42	Biotech, Inc.	ENVIRONMENTAL	CTM	3, 37, 42		65425					
43	Environmental	GES	Ecuador	37		77498					
44	Environmental	ENVIRONMENTAL	Ecuador	37		57709					
45	Biotech, Inc.	BIOTECH and design	France	42		9246553					
46	Environmental	ENVIRONMENTAL	Germany	42		E3251842WZ					
47	Biotech, Inc.	GES	Indonesia	37		10120372					
48	Biotech, Inc.	ENVIRONMENTAL	Indonesia	37		10120731					
49	Biotech, Inc.	BIOTECH and design	Indonesia	37		2073					

CONFIDENTIAL

	A	B	C	D	E	F	G	H	I	J
1	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Israel	37		136366				
50	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Israel	37		136367				
51	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and logo	Japan	37		12766/94				
52	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and logo	Japan	42		177412/92				
53	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Japan	37		3695/95				
54	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Japan	42						
55	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Malaysia	37		MA/2225/98				
56	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Malaysia	42		MA/2224/98				
57	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Malaysia	37		MA/2226/96				
58	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Malaysia	42		MA/2227/98				
59	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Mexico	37		165391				
60	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Mexico	37		144531				
61	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	New Zealand	37		610661				
62	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	New Zealand	42		810662				
63	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	New Zealand	37						
64	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	New Zealand	42						

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1	Environmental	ENVIRONMENTAL BIOTECH and design	New Zealand	40		614803				
65	Biotech, Inc.	ENVIRONMENTAL BIOTECH	New Zealand	37		614804				
66	Biotech, Inc.	GES	Panama	3		84167				
67	Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Panama	37		84163				
68	Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Republic of Korea	37		94-3079				
69	Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Singapore	37		S/A970/94				
70	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Slovenia	37, 42		Z-9770201				
71	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Slovenia	37, 42						
72	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	United Kingdom	37		1521928				
73	Environmental Biotech, Inc.	ENVIRONMENTAL BIOTECH and design	Venezuela	37		16,451-93				
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RECORDED: 10/31/2007