

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
Thermal Equipment Corporation		02/06/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Enviro Tech International, Inc.		
Street Address:	2525 W. LeMoyn		
City:	Melrose Park		
State/Country:	ILLINOIS		
Postal Code:	60160		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0868814	BARON BLAKESLEE	
CORRESPONDENCE DATA			
Fax Number:	(312)474-0448		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124746300		
Email:	janderfuren@marshallip.com		
Correspondent Name:	Marshall, Gerstein & Borun LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	6300 Sears Tower		
Address Line 4:	Chicago, ILLINOIS 60606-6357		
ATTORNEY DOCKET NUMBER:	29006/61500		
NAME OF SUBMITTER:	Jill Anderfuren		
Signature:	/ja/		
Date:	10/26/2009		

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Total Attachments: 4
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AGREEMENT OF SALE

This Agreement of Sale of Intellectual Property ("Agreement") is entered into by and between Thermal Equipment Corporation, a California corporation with principal offices at 1301 West 228 Street, Torrance, California 90501 ("Seller") and Enviro Tech International, Inc., an Illinois corporation with principal offices at 2525 W. LeMoyne, Melrose Park, Illinois 60160 ("Buyer") with reference to the following:

WHEREAS, Seller is the owner of the Baron Blakeslee line of business for vapor degreasers and related items, and is the registered owner of the Registered Trademark "Baron Blakeslee" as evidenced by Registration Numbers 2228959 and 868814 with the United States Patent and Trademark Office ("Trademark") as well as all related trade dress, designs, logos, equipment plans, parts lists, customer lists (including contact information, address etc.), vendor lists and internet domain names together with the goodwill of the business to which the Mark pertains, as well as all rights of enforcement and recovery for past infringement and other intangible intellectual property (collectively "Other Intellectual Property"); and,

WHEREAS, Buyer desires to acquire the Baron Blakeslee line of business, including but not limited to the Trademark and Other Intellectual Property while both Seller and Buyer contemplate that Seller will continue to manufacture large, custom made vapor degreasers that Buyer places orders for, the parties hereto desire to set forth a procedure for an ongoing business relationship; and,

WHEREAS, Seller is willing to transfer to Buyer the Trademark, Other Intellectual Property and other property in order to effectuate said sale contemplated herein, Seller, Buyer and other necessary parties have entered into a contemporaneous agreement known as RELEASE OF SECURITY INTEREST & ASSIGNMENT OF TRADEMARK ("Release") of date same day herewith;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. *Sale of Trademark, Intellectual Property and Associated Goodwill.* a) Seller, in consideration of a total payment of _____ paid as set forth below and receipt of which is acknowledged, hereby transfers to Buyer the Trademark, Other Intellectual Property, and associated goodwill for the purposes of Buyer engaging in the manufacture and sale of all Baron Blakeslee products. Seller shall execute all documents reasonably necessary for Buyer to record the transfer of the Trademark and Other Intellectual Property with the proper authorities. Seller shall also provide technical and engineering assistance to Buyer from time to time as necessary, regarding the manufacturing of Baron Blakeslee products.

b) Upon signing that certain Release of same day herewith, attached as Exhibit A and incorporated as if set forth in full herein, Buyer agrees to and does pay to DDI (DDI being DELAWARE CAPITAL FORMATION, INC. and DOVER DIVERSIFIED, INC., collectively, as set forth in the Release) the sum of _____ by wire transfer of immediately available funds (the "DDI Payment").

c) Further, Buyer agrees to pay to Seller the sum of _____ by wire transfer on or before February 7, 2006, at Buyer's discretion, of immediately available funds (the "Thermal Payment"). Upon payment, Seller shall immediately transfer to Buyer all purchased property described herein.

2. **Limited Exclusive Vendor.** a) In order to protect the goodwill associated with the Trademark and Other Intellectual Property and to avoid confusion in the marketplace, Seller and Buyer agree that Seller shall be the exclusive vendor to Buyer for the construction and manufacture of large, custom made vapor degreasers to the extent that Seller agrees to build the specific product requested by Buyer. Seller shall have the sole discretion to determine whether Seller desires to provide a Quote in response to a request from Buyer or to manufacture any equipment requested by Buyer. All vapor degreasers and/or associated equipment manufactured by Seller shall be sold exclusively to Buyer as set forth herein.

b) Buyer shall request a Quote for Manufacture ("Quote") from Seller for each large, custom made vapor degreaser Buyer wishes to sell into the world marketplace, which shall include all pertinent information and terms necessary for Seller to provide an appropriate Quote. In the case Seller receives an inquiry or request for quote directly from an interested buyer, Seller shall immediately provide said inquiry or request to Buyer. Seller shall not provide a Quote to and/or manufacture vapor degreasers of any description or related products for any person or entity other than Buyer.

c) Seller shall be responsible for providing a Warranty on all equipment manufactured by Seller pursuant to this agreement. Said Warranty shall be provided to Buyer within the Quote. Seller shall be solely responsible for warranty repair and service on all equipment manufactured by Seller pursuant to this Agreement. Further, Seller shall be solely responsible for all costs for parts and service necessary for said warranty service and repairs.

d) In the event Seller determines it will provide a Quote and/or manufacture an item or items requested by Buyer, Seller shall provide the Quote for same to Buyer. If said Quote is accepted by the ultimate end user purchasing the equipment from Buyer, Buyer shall issue a purchase order to Seller for the requested product which shall contain the terms of purchase ("Purchase Order"). Thereafter, Buyer shall purchase such product from Seller in accordance with the terms of the Purchase Order. Buyer acknowledges that Buyer is solely responsible for payment of the purchase price of any product ordered from and delivered by Seller pursuant to Buyer's Purchase Order and that all risk of loss regarding cancellation or non-payment from the ultimate end user purchasing the equipment from Buyer shall be borne by Buyer once a Purchase Order has been issued by Buyer to Seller.

e) In the event that Seller a) decides not to offer a Quote or manufacture a certain product requested by Buyer, or b) cannot provide for the manufacture of the product under the terms of the Buyer's request, including but not limited to terms concerning price and/or date of delivery, Seller shall provide Buyer with a written notice as set forth in the Request for Quote. Upon said notice from Seller, Buyer may, at Buyer's sole discretion, immediately make arrangements with any other entity, including itself, to quote on and/or manufacture that certain product or products which Seller chose not to or cannot provide.

3. **Parties Not to Compete.** a) Buyer acknowledges and agrees that Buyer shall not engage in the sale and/or manufacturing of large, custom made vapor degreasers without the consent of Seller or as otherwise set forth herein. Notwithstanding the above, should at any time Seller cease business, cease manufacturing or otherwise refuse to produce products or equipment ordered by Buyer, or enter into bankruptcy proceedings, Buyer shall have the right to i) immediately declare the terms and conditions of this Paragraph 3 null and void and of no effect,

and ii) immediately engage in the sale and/or manufacturing of any or all products as Buyer sees fit and without further notice to Seller.

b) Seller acknowledges and agrees that it and/or any related entity, including but not limited to any parent company, affiliate, subsidiary, division, officer or shareholder, shall not engage in the sale or manufacturing of vapor degreasing machines which compete in the world marketplace with those manufactured by Buyer or its agents under the Baron Blakeslee name without the consent of the Buyer.

4. **Warranties.** Seller represents and warrants that (1) it is the registered owner of the Trademark as evidenced by Registration Number 2228959 with the United States Patent and Trademark Office; (2) that the registration for the Trademark remains valid as of the date of this Agreement; (3) that it has the full right and authority to enter into this Agreement; (4) that it has not granted to any third party a license to manufacture or sell any items using the Trademark or Other Intellectual Property; and (5) that to the best of its knowledge, the Trademark does not infringe upon any registered trademark of any third party and (6) that to the best of its knowledge, that all terms and conditions concerning Seller set forth in the Release and Assignment signed the same day herewith have been or will be met as soon as is practicable. Buyer represents and warrants that (1) it has the full right and authority to enter into this Agreement, and (2) that it has fully satisfied itself with such due diligence and investigation as it deemed warranted, that the Trademark and Other Intellectual Property subject to this Agreement has value and is suitable for Buyer's business purposes and (3) that to the best of its knowledge, that all terms and conditions concerning Seller set forth in the Release and Assignment signed the same day herewith have been or will be met as soon as is practicable.

5. **Indemnification.** a) Seller acknowledges that Buyer was in no way involved in the manufacture or sale of any Baron Blakeslee products or equipment prior to the date of this Agreement. Seller agrees to indemnify and hold Buyer harmless from and against any claims, suits, demands, costs, compensation, actions, liabilities, judgments or settlements, including attorney fees and costs, incurred with respect to any claims arising from the manufacture of any Baron Blakeslee products or related products of any kind which were manufactured or sold by Seller or any predecessor in interest prior to the date of this Agreement.

b) Further, Seller agrees to indemnify and hold Buyer harmless from and against any claims, suits, demands, costs, compensation, actions, liabilities, judgments or settlements, including attorney fees and costs, incurred with respect to any claims arising from the manufacture by Seller of any equipment manufactured by Seller pursuant to this Agreement.

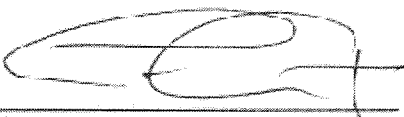
c) Buyer acknowledges that Seller will not be and is not involved in any way in the manufacture or sale of any Baron Blakeslee or related products other than that equipment specifically manufactured by Seller pursuant to this Agreement. Buyer agrees to indemnify and hold Seller harmless from and against any claims, suits, demands, costs, compensation, actions, liabilities, judgments or settlements, including attorney fees and costs, incurred with respect to any claims by any third party arising out of or regarding Baron Blakeslee products manufactured by Buyer or any agent or sub-contractor of Buyer using the Trademark or Other Intellectual Property subsequent to the date of this Agreement.

d) Buyer and Seller agree to continue in full force their respective current Product Liability Insurance policies which cover the equipment and products discussed herein.

6. *Governing Law; Waiver; Relationship of the Parties; Amendments Integration, Attorney Fees; Arbitration.* This Agreement shall be construed in accordance with the laws of the State of Illinois. The waiver of any provision of this Agreement by any party shall not be construed as a waiver of any other provision of this Agreement. Neither party to this Agreement is the agent, servant or employee of the other for any purpose whatsoever, except as set forth herein. No amendment, revision, change or discharge of this Agreement shall be binding on any party unless the same shall be in writing and executed by the party to be bound thereby. This Agreement contains the entire understanding of the parties, and supersedes all prior or contemporaneous negotiations, communications and understandings between the parties with respect to the terms contained herein. Any dispute or controversy that shall arise between the parties hereto with respect to the meaning, effect, performance, enforcement or breach of any provision of this Agreement, shall be determined by a single neutral arbitrator in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association at the time the demand for arbitration is made and venued at Los Angeles, California. The prevailing party in any arbitration shall be entitled to reasonable attorneys fees in an amount to be determined by the arbitrator.

Dated: February 6, 2006

Thermal Equipment Corporation

by: 
Lee Courtney, its President

Enviro Tech International, Inc.

by: 
Lawrence A. Clark, its President