

**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>
Enviro Tech International, Inc.		03/25/2010	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Baron-Blakeslee SFC, Inc.		
<b>Street Address:</b>	2900 MacArthur Blvd.		
<b>City:</b>	Northbrook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2228959	BARON BLAKESLEE	
Registration Number:	0868814	BARON BLAKESLEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)648-1212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-648-2300		
<b>Email:</b>	bruce.bell@sfnr.com		
<b>Correspondent Name:</b>	Bruce E. Bell		
<b>Address Line 1:</b>	222 S. Riverside Plaza		
<b>Address Line 2:</b>	Suite 2100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Bruce E. Bell		
<b>Signature:</b>	/Bruce E. Bell/		
<b>Date:</b>	05/25/2010		

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**Total Attachments: 36**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of the ~~25th~~ day of March, 2010, by and between BARON-BLAKESLEE SFC, INC., an Illinois corporation (the "Buyer"), and ENVIRO TECH INTERNATIONAL, INC., an Illinois corporation (the "Seller").

### RECITALS:

The Seller owns certain assets which it previously used in the production of industrial machinery certain of which assets are currently located at 200 Armstrong Avenue, Williamstown, West Virginia 26187 (the "Premises"); and

The Seller desires to sell, and the Buyer desires to purchase, the aforesaid assets, as more particularly described below;

NOW, THEREFORE, in consideration of the foregoing premises and of the representations, warranties, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale of Assets. On the Closing Date, as hereinbelow defined, the Seller shall sell, convey, transfer, and assign unto the Buyer, and the Buyer shall purchase and accept from the Seller, all of the following assets of the Seller (the "Purchased Assets"), other than the Excluded Assets, as hereinbelow defined, which Purchased Assets include, without limitation:

(a) Leased Assets. (1) King Commercial Finance Leased Equipment. All equipment, engineering computers and software located in Melrose Park, Illinois, Bowling Green, Kentucky and other locations of the Seller's business including, without limitation, Williamstown, West Virginia, which are the subject of that certain lease with King Commercial Finance (now known as Axis Capital) ("King"), a copy of which is set forth on Schedule 4a attached hereto. The Buyer acknowledges and agrees that a significant portion of these assets are currently under the control of the Buyer and have been used by the Buyer under that Certain Interim Operating Agreement between the parties dated July 6, 2009 (the "Interim Operating Agreement"). The Buyer also acknowledges that a certain amount of the subject computer equipment, regardless of its current geographical location, may already be past its useful life and that certain computer equipment has or may have failed to operate prior to the date of this Agreement. Therefore, the Buyer acknowledges and agrees that certain computer equipment may not be available to transfer to the Buyer. The Seller will use its best efforts to account for all computer equipment subject to the King lease which the Seller has control of in its facility in Melrose Park, Illinois. The Buyer shall provide for the removal of any assets referred to in this Section 1(a)(1) from the Seller's facility in Melrose Park, Illinois, at the Buyer's sole cost. The Buyer shall be solely responsible for the cost of transferring licenses or warranties, if any, associated with this equipment, computers and/or software into the name of the Buyer. The sale of all equipment referred to in

this Section 1(a)(1) is subject to the assumption of all Seller's liabilities associated with the King lease as described on Schedule 4a attached hereto.

(2) Key Equipment Leased Software. All software licenses which are the subject of the Key Equipment lease, as described on Schedule 4a attached hereto. The Buyer shall be solely responsible for the cost of transferring licenses or warranties, if any, associated with this software into the name of the Buyer. The sale of all software licenses referred to in this Section 1(a)(2) is subject to the assumption of the Seller's liabilities associated with the Key equipment lease as described on Schedule 4a attached hereto.

(b) Fixed Assets. General computers, furniture, fixtures, machinery and office equipment, currently located in the Williamstown, West Virginia facility. The Fixed Assets include, but are not limited to, all machinery included on Schedule 1 attached hereto which, to the best of the Seller's knowledge, is located in the Williamstown, West Virginia facility and is currently under the control of the Buyer. The list of Fixed Assets set forth on Schedule 1 has been prepared by the Buyer and Seller has no information or knowledge of any kind regarding the condition or presence of the Fixed Assets in the West Virginia facility. Notwithstanding any thing else to the contrary in this Agreement, the Seller makes no representation or warranty as to the presence of the Fixed Assets in the West Virginia facility or to the condition of any of the Fixed Assets located in the West Virginia facility. It is the intent of the parties to this Agreement that all personal property located in the West Virginia facility be transferred to the Buyer from the Seller. Therefore, Seller shall have no claim regarding any of the Fixed Assets or other personal property located in the West Virginia facility after the Closing Date and shall bear no duty or responsibility of any kind for any costs or expenses of the Fixed Assets and other personal property located in the West Virginia facility. The Buyer shall be solely responsible for the cost of transferring any licenses, certificates of title, warranties etc., if any, associated with the Fixed Assets into the name of the Buyer.

(c) Other Tangible Assets. The 2007 Ford van subject to the assumption of the amount owed to Ford Credit with respect to such van as described on Schedule 4a and the Buyer shall be solely responsible for the cost of transferring any licenses, certificates of title, warranties and related documentation, if any, associated with such transfer.

(d) Intangible Assets. All goodwill, customer lists, internet websites, domain names which include the terms "Baron-Blakeslee" or any variation thereof, trade secrets and know-how, logos and trademarks of the Seller's Baron-Blakeslee Division but specifically excluding any such intangible assets which pertain exclusively to the Seller's dry chemical business;

(e) Intellectual Property. US Trademark Registration Number 868,814 for the mark "Baron Blakeslee" in Classes 7 and 9, and US Trademark Registration Number 2,228,959 for the mark "Baron Blakeslee" in Class 37 and the trademark issued by the Government of Hong Kong for vapor degreasing and ultrasonic cleansing machines in Class 7. The Buyer shall be solely responsible for the cost of transferring, recording or otherwise memorializing the transfer of said trademarks to the Buyer. The Seller hereby authorizes Marshall, Gerstein & Boron, of Chicago, Illinois, the Seller's attorneys, to disseminate and discuss with the Buyer any information

regarding any domestic and/or foreign trademark regarding the term Baron Blakeslee or Baron Blakeslee logos at the Buyer's sole discretion and cost.

(f) Other Assets. All engineering drawings and production materials, specifically excluding however, any engineering drawings and production materials regarding, relating to or connected with any equipment, machinery or supplies that may be used in the dry cleaning industry, and also telephone numbers, business records and files, financial records and internal systems pertaining to the Purchased Assets which are currently located in the Williamstown, West Virginia facility and under the control of the Buyer, as well as those stored in the Seller's Melrose Park facility. Within thirty (30) days of the Closing Date, the Buyer shall provide for the removal of all other assets referred to in this Section 1(f) from the Seller's facility in Melrose Park, Illinois, at Buyer's sole cost, which the Buyer chooses to retain and if the Buyer does not provide for the removal of the same, then such assets shall not be transferred to the Buyer and the Buyer shall have no obligation with respect thereto and the Seller shall have no obligation to retain such assets or transfer them to the Buyer.

All of the Purchased Assets are to be sold free and clear of all liens, claims, encumbrances and any other security interests of any kind except for liens existing pursuant to liabilities to be assumed by the Buyer as set forth on Schedule 4a attached hereto. The Purchased Assets are listed on Schedule 1 attached hereto. The Purchased Assets are listed and described on Schedule 1 attached hereto.

2. Excluded Assets. The Seller shall not sell to the Buyer, and the Buyer shall not purchase or acquire, the following, which are sometimes collectively referred to herein as the "Excluded Assets": (a) any refunds for any taxes paid by the Seller, (b) any assets held in any employee benefit plan or trust, and (c) any assets regarding, relating to, pertaining to or connected exclusively with the Seller's dry chemical business.

3. Purchase Price; Allocation of Purchase Price.

(a) Purchase Price. Subject to prorations and credits hereinafter provided, the purchase price (the "Purchase Price") for the Purchased Assets shall be the scheduled balance needed as of the Closing Date to pay the Seller's liabilities which will be assumed by the Buyer (the "Assumed Liabilities") as provided in Section 4 hereof which shall include, without limitation, the Seller's existing loans from the West Virginia Economic Development Authority ("WEDA") and Williamsmtown Bank & Trust ("Williamstown"), which Purchase Price shall be payable and allocated, subject to adjustment, as provided herein; provided, however, the Buyer is not assuming any other obligation of the Seller including, without limitation, the Seller's obligation to repay the line of credit owed to Williamstown. To the extent the Buyer is allowed to assume the Assumed Liabilities, then the assumption of such Assumed Liabilities shall be treated as payment of the Purchase Price and to the extent the Buyer is unable to assume the Assumed Liabilities, then the Buyer shall provide for the payment of the same on the Closing Date by wire transfer of immediately available funds. The Buyer shall pay any and all fees and/or charges associated with any application made by the Buyer to assume the Seller's loans from WVEDA and Williamstown and the Buyer shall pay any and all fees or charges associated with the assumption of such loans. Except for the

Assumed Liabilities and the amounts described in this Section, Section 1 and Section 5, the Buyer shall not be obligated to pay any other liability of the Seller.

(b) Allocation of Purchase Price. The Purchase Price shall be allocated among all of the Purchased Assets as set forth on Schedule 3(b) attached hereto, and the parties shall file their respective tax returns consistently with the allocation set forth on such Schedule. The parties acknowledge and agree that the Buyer's affiliate, Berg Realty Limited Partnership, an Illinois limited partnership ("Berg Realty"), is acquiring certain real estate owned by the Seller and the consideration therefor will be the amount set forth in that certain Real Estate Purchase Agreement of even date herewith (the "Real Estate Purchase Agreement"). The Buyer and the Seller acknowledge and agree that the Seller's liabilities to WEDA and Williamsburg are cross collateralized by certain of the Purchased Assets and the real estate being acquired by Berg Realty. Accordingly, the parties acknowledge and agree that the portion of the Purchase Price allocable to the Purchased Assets shall be Three Hundred Thousand Dollars (\$300,000).

4. Assumption of Liabilities. (a) The Assumed Liabilities shall be those liabilities of the Seller pertaining to the Purchased Assets which are set forth on Schedule 4(a) attached hereto. With respect to the Assumed Liabilities, the amount owed to each such creditor as of the date hereof is set forth on Schedule 4(a).

(b) Excluded Liabilities. Except for the Assumed Liabilities expressly specified as being assumed by the Buyer in Section 4(a) above and except for those liabilities expressly assumed by the Buyer as provided in Section 1 hereof, the Buyer shall not assume, whether by assignment, express or implied contract, by operation of law or otherwise, or be obligated to pay, perform, discharge or guarantee, any liabilities of the Seller or any other person or entity, whether arising or incurred before, on, or after the Closing Date including, without limitation:

- (i) any liability with respect to any pension or other employee benefit plan;
- (ii) any liability for any federal, state, local or foreign income, gross receipts, license, payroll, excise, stamp, occupation, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto;
- (iii) any liability for (A) wages, bonuses, commissions or any similar payments to employees, including, without limitation, obligations accruing prior to Closing within the pay cycle which includes the Closing Date but which are payable after the Closing in the ordinary course of business, (B) severance pay, or (C) any employee remuneration or payment triggered by or made as a result of or in connection with the consummation of the transactions contemplated by this Agreement;
- (iv) any principal, interest or other obligations on account of any borrowed money, except as provided on Schedule 4(a);

(v) any liability with respect to any suits, claims, workers' compensation claims or arbitration or other proceedings arising out of any act or omission of the Seller;

(vi) any claim for injury to any person or property, regardless of when made or asserted, that arises out of or is based upon any express or implied representation, warranty, agreement or guarantee made by the Seller on or prior to the Closing, or that is imposed by operation of law in connection with any service performed by or on behalf of the Seller on or prior to the Closing including, without limitation, any amount owed to Micro Power;

(vii) any liability under or in connection with any Excluded Asset;

(viii) any liability to give credits or take other remedial actions in connection with services provided by the Seller on or prior to the Closing Date; and

(ix) any other liability, regardless of when made or asserted, that is not specifically assumed hereunder.

5. Payoff of Liabilities. There are various amounts due and owing by the Buyer and the Buyer's affiliate, Service Filtration Corp., an Illinois corporation ("Serfilco"), to the Seller and there are certain amounts due and owing by the Seller to the Buyer and Serfilco. Attached hereto as Schedule 5 is a reconciliation of the amounts due and owing to the parties and Serfilco and amounts due and owing to the Seller by the Buyer and Serfilco. The net amount due and owing shall be paid in full on the Closing Date. Schedule 5 shall be updated to and through the Closing Date.

6. License Agreement. Following the Closing, the parties shall enter into good faith negotiations with one another to enter into a license agreement pursuant to which the Seller will be providing certain specifications to the Buyer to enable the Buyer to manufacture certain dry cleaning machinery.

7. Closing. (a) The consummation of the transactions contemplated hereby (the "Closing") shall occur on May 6, 2010 or on such other date as the parties shall mutually agree (the "Closing Date"); provided, however, the Closing shall occur simultaneously with the closing of the transactions described in the Real Estate Purchase Agreement.

(b) Seller's Deliveries. On the Closing Date, the Seller shall deliver or cause to be delivered to the Buyer:

(i) An Assignment and Bill of Sale signed by the Seller substantially in the form of Exhibit A attached hereto, conveying the Purchased Assets to the Buyer;

(ii) A certificate executed by the Seller certifying that all of the representations, warranties and covenants of the Seller contained in this Agreement shall be true and accurate as of the Closing Date;

(iii) Such other documents, instruments and agreements as the Buyer may reasonably request prior to the Closing;

(iv) Documentation executed by the Seller which is reasonably satisfactory to the Buyer that the continued employment by the Buyer of SILVIO PIOLI and PATRICK OLIVER will not violate any restrictive or other agreement such persons previously entered into with the Seller; and

(v) With respect to the Assumed Liabilities, as provided in Section 4(a) hereof, written confirmation furnished to the Buyer from each creditor of the Seller whose liability is being assumed by the Buyer stating the specific amount owed by the Seller to such creditor as of the date of the Closing detailing the unpaid principal and accrued interest thereon and any other amounts due and owing along with an acknowledgment from such creditor that the Seller is not default in the payment of such liability, in whole or in part, nor is Seller in default in any other manner pursuant to such obligation.

(c) Buyer's Deliveries. On the Closing Date, the Buyer shall deliver to the Seller such documents, instruments and agreements as the Seller may reasonably request prior to the Closing.

(d) Transfer Costs. The Buyer acknowledges and agrees that it shall be responsible for and shall pay any and all costs incurred to memorialize the transfer of ownership of the trademarks transferred pursuant to this Agreement and shall pay all other costs for the continuation of said trademarks beyond the Closing Date.

8. Representations and Warranties of the Seller. To induce the Buyer to enter into this Agreement, the Seller makes the following representations and warranties:

(a) Organization. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and is duly qualified to do business under the laws of each state where it is required by law to maintain such qualification.

(b) Authorization. All necessary corporate and other actions have been taken by the Seller to authorize it to enter into this Agreement and perform in accordance with this Agreement. This Agreement is binding upon the Seller and enforceable against the Seller in accordance with its terms, except as such enforceability may be limited by any bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and except as may be limited by principles of equity.

(c) No Conflict; Consents. Except as set forth on Schedule 8(c), the execution, delivery and performance of this Agreement by the Seller and the consummation of the transactions contemplated hereby do not and will not: (i) conflict with, violate or result in the breach of any of the terms or conditions of, or constitute a default under, the Articles of Incorporation or Bylaws of the Seller, or any contract, agreement, commitment, indenture, mortgage, pledge, note, bond, license, permit or other instrument or obligation to which the Seller is a party or by which any of the assets of the Seller may be bound or affected, or any law, regulation, ordinance or decree to which the Seller

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or any of the assets of the Seller is subject; or (ii) result in the creation or imposition of any lien, claim or encumbrance, including rights of termination or cancellation, in or with respect to, or otherwise materially adversely affecting, the Seller or any of the assets of the Seller.

(d) Title to Purchased Assets. The Seller has the right to sell the Purchased Assets to the Buyer under and pursuant to this Agreement. Upon the transfer of the Purchased Assets to the Buyer at the Closing, the Buyer will have good and merchantable title to such assets, free and clear of any and all liens, claims and encumbrances of any kind or nature whatsoever, except for liens maintained by Williamstown Bank; the West Virginia Economic Development Authority; Axis Capital, Key Equipment and Ford Credit to the extent such liens pertain to the Assumed Liabilities which are actually assumed by the Buyer at the Closing.

(e) Condition of Tangible Personal Property. All of the tangible personal property being sold to the Buyer by the Seller was in good operating condition and repair, normal wear and tear excepted, and free from any known defects as of July 6, 2009. The Buyer acknowledges that the Buyer has been in possession and control of certain of the Purchased Assets since July 20, 2009 pursuant to the Interim Operating Agreement and that the Buyer has made no claim or inquiry regarding the condition of such assets since the Buyer's assumption of control thereof and the Buyer hereby waives any and all claims as to the condition of the Purchased Assets, leased assets and other tangible personal property under its control since July 20, 2009 regardless of where said Purchased Assets, leased assets and other tangible personal property may be physically located. With respect to the Purchased Assets which constitute tangible personal property for which the Buyer assumed control on or around July 20, 2009, the Buyer hereby accepts such assets without any further warranty or statement as to the condition of such assets from the Seller.

(f) Employment Matters. Except as set forth on Schedule 8(f), attached hereto, there are no pending or, to the best of the Seller's knowledge, threatened suits, legal actions, administrative proceedings, arbitration or other proceedings between the Seller and any of the former employees of the Business. Except as disclosed on Schedule 8(f), no governmental entity or other person has asserted or threatened in writing any claims against the Seller under or arising out of any statute, ordinance, rule or regulation relating to employee compensation, employment discrimination, harassment or occupational safety and health.

(g) Employee Benefits. The Seller does not maintain any employee benefit plan pursuant to the Employee Retirement Income and Security Act, as amended or pursuant to any other law for which Buyer will have any liability, directly or indirectly, from or after the Closing.

(h) Litigation. Except as disclosed on Schedule 8(h), there is no suit, action or litigation, administrative hearing, arbitration, labor controversy or negotiation, or other proceeding or governmental inquiry or investigation affecting the Seller or the Purchased Assets pending, or, to the best of the Seller's knowledge, threatened against the Seller which, if resolved, would adversely affect the ability of the Seller to consummate the transactions described in this Agreement. There are no judgments, consent decrees or injunctions against, affecting or binding upon the Seller or any shareholder, director or employee thereof relating to or affecting the Purchased Assets. The Seller is

in compliance with all laws, ordinances, requirements, orders and regulations, the violation of which would adversely affect the Seller's ability to consummate the transactions contemplated by this Agreement and the Seller has not received notice with respect to any of the foregoing.

(i) Taxes. Payment for any and all taxes, if any, pertaining to the Purchased Assets which are due and payable and which have not already been paid as of the Closing Date shall be provided for and paid at the Closing by the Seller. The Buyer shall have no liability as the purchaser of the Purchased Assets, whether as a successor or otherwise, with respect to such tax obligations. The Buyer acknowledges that personal property tax returns have been filed by the Seller for the years 2008 and 2009, but as of the date of this Agreement, an assessment of taxes has not been ascertained and delivered to the Seller. The Buyer and the Seller acknowledge and agree that it is unlikely that such assessment will be delivered to the Seller prior to closing and that the Seller shall be solely responsible for the payment of all 2008 and 2009 personal property taxes when actually due.

(j) Brokers. The Buyer does not now have and shall not have any liability to the Seller nor to any third party for a brokerage commission with respect to the transactions described in this Agreement.

(k) No Default. Seller is not in default under or pursuant to any of the Assumed Liabilities.

All of the foregoing representations and warranties are true and correct as of the date hereof and will be true and correct as of the Closing Date.

9. Representations and Warranties of the Buyer. To induce the Seller to enter into this Agreement, the Buyer makes the following representations and warranties:

(a) Organization. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) Authorization. All necessary action has been taken by the Buyer to authorize the Buyer to enter into this Agreement and perform in accordance with this Agreement.

(c) Brokers. No broker or other finder has acted for or on behalf of the Buyer in connection with the transactions contemplated by this Agreement.

(d) Litigation. Except as disclosed on Schedule 9(d), there is no suit, action or litigation, administrative hearing, arbitration, labor controversy or negotiation, or other proceeding or governmental inquiry or investigation affecting the Buyer pending, or, to the best of the Buyer's knowledge, threatened against the Buyer which, if resolved adversely, would have an adverse effect on the financial condition of the Buyer or the ability of the Buyer to consummate the transactions described in this Agreement. There are no judgments, consent decrees or injunctions against, affecting or binding upon the Buyer relating to or affecting the financial condition of the Buyer or the ability of the Buyer to consummate the transactions described in this Agreement.

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All of the foregoing representations and warranties are true and correct as of the date hereof and will be true and correct as of the Closing Date.

10. Conditions Precedent to Closing.

(a) Conditions Precedent to the Obligations of the Buyer. The obligations of the Buyer under this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions precedent, which conditions may be waived only by the Buyer:

(i) The representations, warranties and covenants of the Seller contained in this Agreement shall be true and correct as of the date hereof and as of the Closing Date with the same force and effect as though made as of the Closing Date;

(ii) The Seller shall have performed all of the agreements and covenants of the Seller contained in this Agreement to be performed by it on or prior to the Closing Date;

(iii) The Buyer shall have received satisfactory evidence from the Seller that all of the consents disclosed in Schedule 8(c) have been duly obtained;

(iv) No action, suit or proceeding by or before any court or governmental or regulatory authority shall have been commenced or threatened, and no investigation by any governmental or regulatory authority shall have been commenced or threatened, seeking to restrain, prevent or change the transactions contemplated by this Agreement or seeking judgments against the Seller or the Buyer awarding damages in respect of the transactions contemplated by this Agreement;

(v) BERG REALTY shall have simultaneously acquired the Premises from the Seller;

(vi) To the extent reasonably available, the Buyer shall have received tax clearances, from the State of Illinois and from any other State where the Seller conducted the business involving the Purchased Assets, which indicate that the Buyer has no liability for any taxes of the Seller; and

(vii) From the date hereof and through the Closing Date, the Seller shall not dispose of, remove, impair or grant a security interest in any of the Purchased Assets, the Seller shall not take any action which will contravene the purposes or intentions of this Agreement and the Seller shall have continued to pay its creditors the amounts due and owing to them as and when such amounts became due and payable.

(b) Conditions Precedent to the Obligations of the Seller. The obligations of the Seller under this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions precedent, which conditions may be waived only by the Seller:

(i) The representations and warranties of the Buyer contained in this Agreement shall be true and correct as of the date hereof and as of the Closing Date with the same force and effect as though made as of the Closing Date;

(ii) The Buyer shall have performed all of the agreements and covenants of the Buyer contained in this Agreement to be performed by it on or prior to the Closing Date; and

(iii) No action, suit or proceeding by or before any court or governmental or regulatory authority shall have been commenced or threatened, and no investigation by any governmental or regulatory authority shall have been commenced or threatened, seeking to restrain, prevent or change the transactions contemplated by this Agreement or seeking judgments against the Seller or the Buyer awarding damages in respect of the transactions contemplated by this Agreement.

11. Restrictive Covenants.

(a) Restrictive Covenants of the Seller.

(i) Non-Competition. The Seller hereby covenants and agrees with the Buyer that for a period of three (3) years commencing on the Closing Date (the "Restrictive Period"), the Seller will not, as principal, agent, owner, partner, employee, officer, director, or in any individual or representative capacity whatsoever, directly or indirectly, own, manage, operate, join, control, be employed by or participate in the ownership, management, operation, control or conduct of, or be connected in any manner with, or permit its name to be used in connection with, any business, corporation, limited liability company, partnership or other organization which designs, engineers, manufactures, sells or otherwise deals in industrial cleaning equipment or vapor degreasing equipment (collectively a "Competitive Product"). Notwithstanding the foregoing, this subsection 11(a)(i) shall not apply to ownership, for investment purposes only, of not more than five percent (5%) of the issued and outstanding stock in a company listed on a registered stock exchange. The foregoing shall not in any way restrict the Seller from (A) transacting business with any sales representative organization, not owned or operated by the Seller, which engages in the purchase and sale of a Competitive Product, provided such organization is not making sales for or on behalf of the Seller nor (B) providing consultation services regarding the building of dry cleaning equipment provided the Seller is not, directly or indirectly, building such equipment.

(ii) Non-Solicitation of Customers. The Seller hereby covenants and agrees with the Buyer that during the Restrictive Period, the Seller will not directly or indirectly, for its own account or for or with any other person or entity which engages in any business or activities involving a Competitive Product, solicit, interfere with, or endeavor to entice away from the Buyer any person or entity which was or is a customer of the Buyer or which was a customer of the Seller which had purchased a Competitive Product from Seller or relating to which the Seller solicited for the sale of a Competitive Product

or relative to which the Seller obtained confidential, secret or proprietary information regarding a Competitive Product nor shall the Seller sell or aid in the sale of any product or service which is competitive with products or services of the Buyer to such customers during said period on its own behalf or on behalf of any other person or entity and the Seller shall not approach any such customer for such purposes. Nothing contained in this subsection 11(b)(ii) shall in any way prohibit the Seller from selling chemical products to any person or entity whatsoever nor from selling any other product or service to anyone or any entity which is not a Competitive Product.

(iii) Non-Solicitation of Employees. During the Restrictive Period, the Seller shall not, directly or indirectly, whether for its own account or for or with any other person or entity, employ, offer to employ, solicit or endeavor to entice away from the Buyer any person who is employed with the Buyer in order to accept employment or association with any other person or entity whatsoever and the Seller shall not approach any such person for such purpose or authorize or knowingly cooperate with the taking of any such action by any other person or entity.

(iv) Confidentiality. The Seller shall not, directly or indirectly, divulge or disclose any confidential or proprietary information of or pertaining to industrial cleaning equipment or vapor degreasing equipment to any person or entity other than to the Buyer or the Buyer's affiliates. The foregoing shall not apply to confidential or proprietary information which (i) becomes generally available in the marketplace other than through a breach of this Agreement by the Seller or (ii) the Seller is legally obligated to disclose provided prompt written notice of such required disclosure is given to the Buyer.

(v) Permitted Activities. The Seller shall not be deemed to be in violation of the restrictions set forth in this subsection (a) if it engages in a discussion regarding any brand, type, make or model of industrial cleaning equipment or vapor degreasing equipment provided such discussion is limited to how such equipment relates to the Seller's chemical business.

(b) Restrictive Covenants of Buyer.

(i) Non-Competition. The Buyer hereby covenants and agrees with the Seller that during the Restrictive Period, the Buyer will not on its own behalf nor as principal, agent, owner, partner, employee, officer, director, or in any representative capacity whatsoever, directly or indirectly, own, manage, operate, join, control, be employed by or participate in the ownership, management, operation, control or conduct of, any business, corporation, limited liability company, partnership or other organization which designs, engineers, manufactures and/or sells N-Propyl Bromide based chemical solvent products. Notwithstanding the foregoing, this subsection 11(b)(1) shall not apply to ownership, for investment purposes only, of not more than five percent (5%) of the issued and outstanding stock in a company listed on a registered stock exchange. The foregoing shall not in any way restrict the Buyer from transacting business with any sales representative organization, not owned or controlled by the Buyer, which engages in the purchase and sale of N-Propyl

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Bromide based chemical solvent products provided such organization is not making sales for or on behalf of the Buyer.

(ii) Non-Solicitation of Customers. The Buyer hereby covenants and agrees with the Seller that during the Restrictive Period, the Buyer will not directly or indirectly, for its own account or for or with any other person or entity which engages in any business or activities involving N-Propyl Bromide based chemical solvent products, solicit, interfere with, or endeavor to entice away from the Seller any person or entity which was or is a customer of the Seller or relative to which the Buyer obtained confidential, secret or proprietary information regarding N-Propyl Bromide based chemical solvent products. Nothing contained in this subsection 11(b)(ii) shall in any way prohibit the Buyer from selling Competitive Products to any person or entity whatsoever nor from selling any other product or service to anyone or any entity which is not a N-Propyl Bromide based chemical solvent product.

(iii) Non-Solicitation of Employees. During the Restrictive Period, the Buyer shall not, directly or indirectly, whether for its own account or for or with any other person or entity employ, offer to employ, solicit or endeavor to entice away from the Seller any person who is employed with or working on behalf of the Seller in any capacity, in order to accept employment or association with any other person or entity whatsoever and the Buyer shall not approach any such person for such purpose or authorize or knowingly cooperate with the taking of any such action by any other person or entity.

(iv) Confidentiality. The Buyer shall not, directly or indirectly, divulge or disclose any confidential or proprietary information of or pertaining to the Seller's N-Propyl Bromide based chemical solvent products to any person or entity other than to the Seller or the Seller's affiliates. The foregoing shall not apply to confidential or proprietary information which (i) becomes generally available in the marketplace other than through a breach of this Agreement by the Buyer or (ii) the Buyer is legally obligated to disclose provided prompt written notice of such required disclosure is given to the Seller.

(v) Permitted Exceptions. The Buyer shall not be deemed to be in violation of the restrictions set forth in this subsection (b) if (A) it engages in discussions regarding any brand, type, make or model of N-Propyl Bromide based chemical solvent products provided such discussion is limited to how such products relate to the Buyer's industrial cleaning or vapor degreasing equipment business or (B) it manufactures or produces machinery or equipment that utilize N-Propyl Bromide based chemical solvent products or machinery or equipment that produce N-Propyl Bromide based chemical solvent products.

(c) Remedies. Each of the parties acknowledges that upon breaching any of the restrictive covenants contained in this Section 11, the breaching party will cause damages of an irreparable and continuing nature to the other party, for which money damages will not provide adequate relief. Therefore, each of the parties agrees that in addition to any money damages the non-breaching party may be entitled to recover, the non-breaching party is also entitled to obtain an injunction (including but not limited to a temporary restraining order) for the remainder of the period

specified in the aforesaid restrictive covenants which the breaching party breached. The non-breaching party shall have the right to obtain such injunctive relief without having to post any bond or prove any specific damages. The remedies contained in this Section 11 are in addition to and not to the exclusion of any other remedies whether specified in this Agreement, available at law, in equity or otherwise.

12. Indemnification.

(a) Indemnification by the Seller. The Seller hereby agrees to and shall indemnify, defend and hold the Buyer harmless from and reimburse the Buyer for, any loss, fee, cost, expense, damage, liability or claim including, without limitation, reasonable attorneys' fees and costs, arising out of, based upon, or resulting from (i) the inaccuracy of any representation or warranty of the Seller contained in this Agreement; (ii) the breach of or failure to perform any covenant or agreement contained in this Agreement of the Seller, (iii) any liability imposed upon the Buyer as a successor to the business of the Seller including, without limitation, successor tax liabilities, bulk transfer and similar laws; (iv) any claim for a broker commission due and owing to Monitor Consultants, LLC; or (v) any liabilities other than the Assumed Liabilities including, without limitation, any warranty or other claims made with respect to products sold by the Seller. Nothing herein contained herein shall impose any obligation upon the Seller for any costs incurred regarding any warranty or other claim made with respect to products sold by the Seller for which the Buyer has provided any consultation, opinion, direction or advice to the person or entity making such claim to the extent the claim is attributable to the consultation, opinion, direction or advice provided by the Buyer.

(b) Indemnification by the Buyer. The Buyer hereby agrees to and shall indemnify, defend and hold the Seller harmless from and reimburse the Seller for, any loss, fee, cost, expense, damage, liability or claim including, without limitation, reasonable attorneys' fees and costs, arising out of, based upon, or resulting from (i) the inaccuracy of any representation or warranty of the Buyer contained in this Agreement; (ii) the Buyer's breach of or failure to perform any of its covenants or agreements contained in this Agreement, or (iii) the Assumed Liabilities.

(c) Notice of Claims. Any party seeking indemnification pursuant to this Section 12 (an "Indemnified Party") shall promptly give written notice of its claim to the indemnifying party (the "Indemnifying Party") whenever the Indemnified Party shall have determined that there are facts or circumstances which render the Indemnifying Party liable for indemnification under this Section 12. Such notice (the "Claim Notice") shall set forth in reasonable detail the basis for the claim, the nature of the liabilities and the amount thereof, to the extent known.

(d) Third Party Claims. If the Claim Notice states that a claim has been asserted by a third party against the Indemnified Party (a "Third Party Claim"), the Indemnifying Party shall have thirty (30) days after receipt by such Indemnifying Party of the Claim Notice to notify the Indemnified Party in writing whether the Indemnifying Party elects, in accordance with this Section 12, to (i) participate in, through counsel of such Indemnifying Party's choice, but without controlling, the defense of the Third Party Claim, including settlement discussions, or (ii) control the defense of the Third Party Claim, including settlement. If no written election is made within the time

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specified above, the Indemnifying Party shall be deemed to have elected participation under clause (i) of the previous sentence.

(e) Cooperation Each party shall cooperate with the other in connection with the indemnifications contained in this Section 12, including, without limitation, making available to the other all relevant information reasonably available to it that is material to the defense of a Third Party Claim.

(f) Settlement. The party not controlling the defense of a Third Party Claim shall have the right to approve any proposed settlement that would impose any separate obligation or duty on it or materially adversely affect the future conduct of its business (in each case except for the obligation to pay the Indemnified Party pursuant to this Section 12), which approval shall not be unreasonably withheld, conditioned, or delayed.

13. Survival. All of the representations, warranties, and indemnities made or given under this Agreement will survive the consummation of this Agreement for a period of three (3) years following the Closing Date; provided, however, that if written notice of a violation or breach of any specified representation or warranty is given to the party charged with such violation or breach during the period provided for in the preceding sentence, such representation or warranty, as well as the obligation to indemnify with respect thereto, shall continue to survive until such matter has been resolved by settlement, litigation (including all appeals related thereto) or otherwise.

14. Termination.

(a) Termination Rights.

(i) The termination of the Real Estate Purchase Agreement shall act as termination of this Agreement without further action by or notice to the Buyer or the Seller. Likewise, the termination of this Agreement shall act as a termination of the Real Estate Purchase Agreement.

(ii) The Buyer may terminate this Agreement upon the material breach of any agreement or obligation of the Seller under this Agreement which is not cured within thirty (30) days of the Seller's receipt of notice of such breach and the intent to terminate this Agreement from the Buyer.

(iii) The Seller may terminate this Agreement upon the material breach of any agreement or obligation of the Buyer under this Agreement which is not cured within thirty (30) days of the Buyer's receipt of notice of such breach and the intent to terminate the Seller.

(b) Actions Pursuant to Termination. The Termination Date shall be the date of any written notice of termination allowed under this Agreement or the date of the termination notice under the Real Estate Purchase Agreement. In the event this Agreement terminates in accordance



with the provisions hereof and regardless of the mechanism of said termination, the Buyer shall cease all operations then occurring on or about the Premises. In addition, the Buyer shall;

- (i) promptly return possession of all of the Purchased Assets to the Seller;
- (ii) in coordination with the Seller, remove all personal property belonging to the Buyer from the Premises no later than thirty (30) days after the Termination Date, such removal of the Buyer's personal property to be at the sole cost and expense of the Buyer;
- (iii) pay any and all utility and/or building fees or charges up to and including the date of the Buyer's actual date of vacating the Premises;
- (iv) promptly cease to use the trademarks and trade names containing the words "Baron Blakeslee" in commerce or trade within thirty (30) days of the Termination Date and promptly file a change of corporate name with the Secretary of State of Illinois which corporate name shall not use the words "Baron Blakeslee"; and
- (v) pay to the Seller the amount of Three Hundred Twenty-Eight and 57/100 Dollars (\$328.57) for each day the Buyer requires or desires access to the Premises, beginning with and including the Termination Date and ending with the date of the Buyer's vacation of the Premises and if the Seller owes any amount to the Buyer or Berg Realty as of the date the Buyer vacates the Premises, the Buyer may deduct such amounts due from the Seller as a set off against any amounts due to the Seller under this subsection (b)(v).

Nothing contained in this Section 14 shall prohibit a party from pursuing any legal or equitable remedies it may have against the other party.

15. Notices. All notices hereunder shall be given in writing via hand delivery or via registered or certified mail, return receipt requested, postage pre-paid, addressed to the parties as follows:

If to the Seller:

ENVIRO TECH INTERNATIONAL, INC.  
1800 N. 25<sup>th</sup> Avenue  
Melrose Park, Illinois 60160  
Attn.: Salvadore LaMantia  
Phone: (708) 343-6641  
Fax: (708) 343-4633

If to the Buyer:

BARON-BLAKESLEE SFC, INC.  
2900 MacArthur Boulevard  
Northbrook, Illinois 60062  
Attn.: Jacob H. Berg  
Phone: (847) 559-1777  
Fax: (847) 498-3475

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with a copy to:

Bruce E. Bell, Esq.  
Schoenberg, Finkel, Newman & Rosenberg, LLC  
222 S. Riverside Plaza  
Suite 2100  
Chicago, Illinois 60606  
Phone: (312) 648-2300  
Fax: (312) 648-1212

or at such other address as may from time to time be designated by either party to the other hereunder in accordance with this Section. All notices and communications given hereunder shall be effective and deemed given, if mailed, on the date of receipt, as evidenced by the acknowledgment of receipt issued with respect thereto by the applicable postal authorities and, if delivered by hand, on the date of receipt, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been addressed, as applicable.

16. Miscellaneous.

(a) Attorneys' Fees. Each party will bear its own attorneys' fees and costs incurred in connection with the transactions contemplated hereby.

(b) Further Assurances. At any time following the Closing Date, each party shall execute and deliver such additional instruments and take such other action as may be reasonably requested by the other party to carry out the intent of this Agreement.

(c) Entire Agreement. This Agreement contains the entire understanding of the parties in connection with the transactions contemplated hereby and supersedes all prior written or oral understandings or agreements between the parties.

(d) Partial Invalidity. If any part or parts of this Agreement are found to be invalid, illegal or unenforceable in any respect, it is the intent of the parties that a court so finding shall revise or modify the provisions hereof found to be invalid, illegal or unenforceable, and the remaining provisions hereof shall nevertheless be valid and binding with the same force and effect as if the invalid, illegal or unenforceable part or parts were originally deleted.

(e) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(f) Law Governing. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard for the choice of law principles of the State of Illinois.

(g) Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

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(h) Waiver. No failure by either party to exercise and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any other or future exercise of that right or any other right hereunder by that party.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(j) Incorporation of Recitals. The recitals to this Agreement are incorporated herein by reference and constitute a part hereof.

The parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

BARON-BLAKESLEE SFC, INC.,  
an Illinois corporation

By: Jack H. Berg  
Its: President

ENVIRO TECH INTERNATIONAL, INC.,  
an Illinois corporation

By: Shital Fernando  
Its: President

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*Handwritten initials and date:*  
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**Schedule 1**

**Purchased Assets**

**Leased Assets**

Computer equipment and software leased from Axis Capital

Computer equipment and software leased from Key Equipment

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**Fixed Assets**

Item	Quantity	Equipment Description
1	1	Amada 10' Hydraulic Press Brake Model RG 100 SN-102475 w/NC-9EX Back gauge, digital read out and assorted dies.
2	1	Amada 10' Hydraulic Press Brake Model Promecam SN-HFB0-170-30-H51212 w/digital operator promecam readout and assorted dies.
3	1	Trumatic 200 CNC Punching Center w/Bosch controls and assorted tooling.
4	1	Cincinnati Milacron Model Sabre-1500 machine center SN-7047-AOA-97-008 w/acromatic digital controls and assorted tooling.
5	1	Hurco Model KM3 Vertical Mill SN-SOA-8003098E w/tooling.
6	1	Toolmex Model FWD32M Horizontal Mill SN-11514
7	1	Le Blond Makino Lathe w/acu-rite digital controls SN-15E-238
8	1	South Bend Model 89 Precision Lathe
9	1	Monarch Lathe SN-50380
10	1	Adira Hydraulic Shear 10' x 1/4" capacity Model GH0-0630
11	1	Accushear Model 850012, 12' x 1/2" Hydraulic Shear w/Digital readout SN-1275
12	1	Everett Industries 20" Cut Off Saw w/infeed and outfeed rollers SN-5773-9
13	1	Geka Hydracrop-50-S Hydraulic iron worker with punches
14	1	Geka PUMA-50 50 ton Hydraulic punch with punches
15	1	WF Wells Model W-9-1 metal cutting band saw SN-5234
16	1	Jet Model JMD18 Vertical drilling machine w/slotted table and machine vice SN-7118584
17	1	Comeg Type P 130/5 60" x 1/4" Capacity Bending Rolls SN-8606
18	1	Jet Model SRS-50, 50" x 14 GA Capacity Bending Rolls

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19	1	Dias Ramas Model MC-0420 Hydraulic Notching Machine
20	1	Bonal Technologies Model 1100 Metal-lax Stress Relieve System SN-1217
21	1	Ryobi Model WIS 1600 Surfacing Machine
22	1	Deburring Machine
23	1	Jet Model YHP-50-A 35 ton Hydraulic Press w/bench set
24	1	Sullair Model 150 E Air Compressor SN-4140DOKN
25	1	JVG Model 370 Air Compressor
26	1	Engle 10 HP Air Compressor
27	1	Trinio dry blast blasting cabinet w/recovery system #27992
28	1	Black & Decker Model 1776 Professional Grinder
29	1	Lincoln Model TIG 300/300 TIG Welder w/cart SN-AC591280
30	1	Lincoln Model TIG 300/300 TIG Welder w/cart SN-AC5986777
31	1	Miler Model Synchwave 300 TIG welder w/cooling system SN-JH286050
32	1	Miler Model Synchwave 300 TIG welder w/cooling system SN-JF877014
33	1	Miller Model Synchwave 250 TIG Welder SN-KG096466
34	1	Miller Model Synchwave 250 TIG welder SN-KG027688
35	1	Miller Model Synchwave 250 TIG welder SN-KG096526
36	1	Miller Model Synchwave 250 TIG welder SN-KG027685
37	1	Miller TIG Welder SN-JB095864
38	1	Miller Model Dialarc HF Mig Welder SN-JK587617
39	1	Miller Model Dialarc HF Mig Welder SN-JK587804
40	1	Miller Model 320A-BP Mig Welder SN-71-596045
41	1	Miller Model CP 300 Mig Welder SN-KA755748 w/ Model S-54A wire feed SN JK69
42	1	Miller Model CP 300 Mig Welder SN-755688 w/ Model S-54A wire feed
43	1	Miller Model CP 300 Mig Welder SN-867885 w/ wire feed
44	1	Miller Model CP 300 Mig Welder SN-JG690618 w/ wire feed
45	1	Miller Model CP 300 Mig Welder SN-JK690623 w/ wire

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		feed
46	1	Miller Model CP 300 Mig Welder SN-JJ396902 w/ Model S-554A wire feed
47	1	Miller Model CP 300 Mig Welder SN-JF839554 w/ Model S-554A wire feed
48	1	Miller Model CP 300 Mig Welder SN-KA86784 w/wire feed
49	1	Miller Millermatic 200 Mig Welder SN-JJ419972 w/wire feed
50	1	Miller Millermatic 200 Mig Welder SN-JG1B222 w/wire feed
51	1	Miller Millermatic 200 Mig Welder SN-JJ65313 w/wire feed
52	1	Miller Millermatic 200 Mig Welder SN-365314 w/wire feed
53	1	Miller Millermatic 200 Mig Welder SN-JJ365317
54	1	Miller Millermatic 200 Mig Welder SN-JH193166
55	1	Miller Millermatic 200Mig Welder SN-JG032110
56	1	Miller Millermatic 200 Mig Welder SN-JJ419973
57	1	Miller Millermatic 200 Mig Welder SN-JG032106
58	1	Miller Model SR 150-32 Mig Welder w/Cart SN-J606478
59	1	Miller Model SR150-32 Mig Welder w/Cart SN-JF919048
60	1	Miller Model Pulstar Mig Welder w/Model S54-A Wire Feed
61	1	Miller Model Delta Weld 450 Mig Welder SN-JG018045 w/Model S-54A wire feed
62	1	Miller Model Dialarc HF Mig Welder SN-JK587805
63	1	Westinghouse Model 300 HFGWOC Tig Welder
64	1	Lincoln Pyro Block Stud Welder power source w/Cart
65	1	Erico Jones Model ECS-1500 arc stud welder SN-8354708
66	2 ea	KSM Capacitor Discharge stud welders
67	1	Weldtronic Precision Spot Welders
68	1	Portable Spot Welder
69	2 ea	Model PAK5XR Thermal Arc Plasma Cutting System
70	4 ea	Oxy-Acetylene Welding/Cutting Outfits w/bottle carts
71	1	Caterpillar Model GP 25K Fork Lift SN-5AM07370

72	1	Caterpillar Model GP 25K Fork Lift SN-AT17B-11828
73	1	Caterpillar Model P25 Fork Lift SN-5AM92447
74	1	Baker Fork Lift
75	2 ea	CM 2 Ton Capacity Jib Cranes
76	1	Hurst Test Steam Boiler
77	2	Mortar Mixer
78	1	Anver Vacuum Sheet Lifter Model VLS-07
79	1	Anver Vacuum Sheet Lifter Model M100M4-61-2/44 SN-001806
80	1	Platform Scales
81	1	Square D, 3 phase, 30 KVA Transformer
82	23 ea	Steel Shop Work Tables of various sizes
83	16 ea	Storage Cabinets & Shelves
84	1	Roll Out Table
85	9 ea	Factory Desks
86	2 ea	Scrap Bins
87	1	Kubota 4WD B7200 Tractor
88	1	Plastic Welding Machine
1	32 ea	Rolling Tool Chests with Assorted Hand Tools
2	1	Greenlee Tool Chest
3	1	Greenlee Hydraulic Conduit Bender w/Knock out set
4	4 ea	Rigid pipe threaders w/stands cutters & vises
5	3 ea	Banding Systems
6	8 ea	Table, Circular and Band saws
7	3 ea	Drill Presses
8	4 ea	Pallet Jacks
9	7 ea	Rolling Hand Carts
10	8 ea	Bench vises of various sizes
11	3 ea	Shop Vacuum Cleaners
12	2 ea	Rolling Wire Stands
13	7 ea	Wood fiberglass & aluminum step and extension ladders

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		of various lengths
14	1 lot	Miscellaneous hand tools
<b>Item</b>	<b>Quantity</b>	<b>Office Equipment</b>
1	9 ea	Gateway 2000 Computer Systems
2	10 ea	Dell Computer Systems
3	1 ea	Dell Precision T 3400
4	1 ea	Gateway Solo laptop Computer
5	1 ea	Dell Laptop Computer
6	4 ea	Hewlett-Packard laserjet printer
7	1 ea	Server w/model 1000 Battery Back-up/Microsoft Window Server 2003/R2
8	1 ea	Xerox Model 430 Document Center
9	1 ea	Brother model mFC 4550 multi-function facsimile machine
10	2 ea	U-Shaped Computer work station
11	2 ea	Corner Computer work station w/hutch
12	3 ea	Corner Computer work station
13	1 ea	Computer work station w/hutch
14	3 ea	Computer work station
15	2 ea	Corner Desks
16	2 ea	Desks
17	4 ea	Double Pedestal Metal Desks
18	1 ea	Small Pedestal Metal Desk
19	1 ea	Executive Desk
20	1 ea	Credenza
21	1 ea	Side Table
22	1 ea	End Table
23	1 ea	Executive Chair
24	24 ea	Office Chairs
25	12 ea	Guest Chairs -2/Casters

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26	23 ea	Guest Chairs
27	6 ea	Folding Chairs
28	4 ea	Printer Stands
29	1ea	8 ft Folding Table
30	10 ea	6 ft Folding Table
31	2 ea	4 drawer fire proof filing cabinets
32	14 ea	4 drawer file cabinets
33	4 ea	2 drawer file cabinets
34	7 ea	Metal Book Shelves
35	1 ea	Wooden Book Case
36	2 ea	Metal Storage Cabinet
37	1 ea	10-drawer blueprint file
38	3ea	Olympia typewriters
39	1 ea	Eureka "the Boss" Model Vacuum Cleaner
40	1 ea	Prints Table
41	1 ea	Kennedy Tool Box
42	1 ea	Merlin Pac Plus 16 line Phone System w/Page
43	1 ea	Refrigerator/Freezer
44	1 ea	GBC Model Image Maker 2000 Document Binder
45	1 ea	24 inch paper cutter

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		Total Qty	Ky*	Elsewhere
Computers	Systemax Engineering computers with Engineering monitors	4	2	
	Engineering Monitors	2	1	
	AutoCAD/Inventor Software Seats	4	1	
	ACAD Maintenance Contracts	4		
	File Server	1	1	
	Regular Desktops and monitors	5		
	AS400 Mainframe computer	1		
	VPN Router	1		
	Phone system, PBX, with voice mail, etc.	1		
	Printer/FAX	1	1	
	Vision Server Tower SN000964884 Dell Precision T3400			
Lab Equipment	Air Flow Bench	1		
	Millipore pad testing equipment	1		
	Microscope	1		
	Inclined Manometer			
	Ppm Monitor			
	Omega meter			1
Office Equip	(4) Drawer Lateral File cabinets	4		
	(4) Drawer Vertical file cabinet	8		
	(2) Drawer vertical file cabinet	3		
	Sales order files			
	Proposal files			

\*Currently held by Baron-Blakeslee SFC, Inc.

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**Other Tangible Assets**

Miscellaneous tangible personal property

**Intangible Assets**

Goodwill and miscellaneous intangible assets

**Intellectual Property**

Barron-Blakeslee name and website

Baron-Blakeslee trademarks

**Other Assets**

Miscellaneous personal property

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Schedule 3(b)

Allocation of Purchase Price

Fixed Assets and Other Tangible Assets	-	\$295,000
Goodwill and Other Intangible Assets	-	\$ 5,000

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**Schedule 4(a)**

**Assumed Liabilities**

<b><u>Creditor</u></b>	<b><u>Amount Owed</u></b>
Loan number 639647 from Williamstown Bank to ETI dated 2/21/2007	\$487,741.57
Loan number 0272 from West Virginia Economic Development Authority to ETI dated on or about February 22, 2008	\$479,267.44
Loan from Ford Credit for 2007 Ford E150 Van -- Account Number 43528108	\$ 10,179.99
Lease from Axis Capital for computer equipment and software	\$ 20,379.25
Lease from Key Equipment for computer equipment and software	\$ 2,415.12

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**Schedule 5**

**Reconciliation**

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Schedule 8(c)

No Conflict; Consents

Consents required to enable the Buyer to assume the Assumed Liabilities

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**Schedule 8(f)**

**Employment Matters**

- 1) Illinois Wage Claim  
Silvio Pioli v ETI IDOL File No. 09-005063
  
- 2) Kentucky Labor Cabinet  
Inquiry regarding vacation pay for terminated employees: Charles Pennington, Kim Baxter, Robert Richardson, John Just Jr.

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**Schedule 8(h)**

**Seller Litigation**

1. Anticipated litigation versus defendant Supply of America, Jacksonville, Florida.
2. American Chemical v. ETI  
Cook County, Illinois
3. Rolled Alloys v ETI  
Cook County, Illinois 09 M1 149439  
Agreed Settlement Order filed
4. Clear Freight Line v ETI  
Cook County, Illinois 10 M1 102157  
Served February 10, 2010
5. Joseph Battista et al v ETI et al  
Superior Court of New Jersey County of Essex L-618-10  
Served February 10, 2010 – filed with liability insurance carrier

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Schedule 9(d)

Buyer Litigation

None

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**EXHIBIT A**

**ASSIGNMENT AND BILL OF SALE**

Reference is hereby made to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between BARON-BLAKESLEE SFC, INC., an Illinois corporation (the "Buyer"), and ENVIRO TECH INTERNATIONAL, INC., an Illinois corporation (the "Seller").

Capitalized terms not otherwise herein defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, the Seller hereby sells, assigns, transfers, and conveys unto the Buyer, subject to the terms of the Asset Purchase Agreement, all of its right, title, and interest in and to the following assets free and clear of any and all liens, claims and encumbrances:

All of the assets set forth on Schedule A, attached hereto.

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The undersigned has caused this Bill of Sale to be executed and delivered as of this \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

ENVIRO TECH INTERNATIONAL, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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3/23/14

**SCHEDULE A**

**Purchased Assets**

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