

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
System Products UK Limited		07/29/2011	Limited Corporation (United Kingdom): UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Cataclean Americas LLC		
Street Address:	273 Thorn Avenue		
City:	Orchard Park		
State/Country:	NEW YORK		
Postal Code:	14127		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76689967	CATACLEAN	
CORRESPONDENCE DATA			
Fax Number:	(973)290-7561		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	973-615-5173		
Email:	gg3@comcast.net		
Correspondent Name:	Gordon Gannon		
Address Line 1:	273 Thorn Avenue		
Address Line 4:	Orchard Park, NEW YORK 14127		
NAME OF SUBMITTER:	Gregory P. Gannon		
Signature:	/Gregory P. Gannon/		
Date:	08/01/2011		

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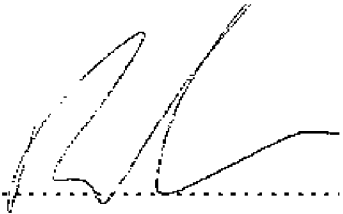
Total Attachments: 22

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SIGNED as a deed by **ROSS BAIGENT** for
and on behalf of **SYSTEM PRODUCTS UK LIMITED**
in the presence of :-



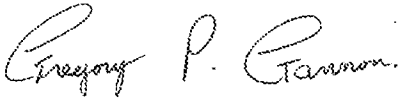
Witness Signature Hugh Collins

Name HUGH COLLINS

Address NO 3 SOUTH ALEXANDRA
LIVERPOOL FREEPORT
LIVERPOOL UK

Occupation L20 IBM

SIGNED as a deed by **Gregory P. Gannon**
for and on behalf of **CATACLEAN AMERICAS LLC**
in the presence of :-



Witness Signature Rory O'Connor

Name Rory O'Connor

Address 6459 West Quaker Street
Orchard Park, NY 14127

Occupation Managing Director

- 2.1. The Licensor is the sole owner of its Products worldwide (Branded trademark Cataclean).
- 2.2. The Licensor has agreed to grant to the Licensee a licence to use the Intellectual Property in the Territory only in order to distribute and market Products supplied by the Licensor on the terms set out in this Agreement. The Licensor is within its legal right to offer said licence to the Licensee and that licence is free of liens, claims, encumbrances or impediments to licensing the rights to market and sell the Products to the Licensee.
- 2.3. The essence of this agreement is to formalise a working relationship between the two parties with a view to promoting the sales and distribution of the Products
- 2.4. The Licensor will endeavour to share all prior knowledge and subsequent knowledge that will promote the Products
- 2.5. The Licensor and Licensee shall be entitled to see and share all post agreement testing, knowledge, or information that helps to promote and sell the Products

3. **Grant**

- 3.1 The Licensor grants to the Licensee an exclusive irrevocable licence to use the Intellectual Property in the Territory to distribute market and sell and to solicit orders in the Territory :
 - 1) the Products identified in Schedule 2;
 - 2) any new products that may be reasonably viewed as competing with or acting as a substitute for the Products;
 - 3) any improvements, corrections, additions, new versions, fixes or other changes to

the Products.

It is expressly agreed that the Licensee and Licensor will mutually work together to leverage all existing and future business opportunities within the distribution channel known as the “Shopping Media Channel”. Both Licensee and Licensor will act in good faith and exhaust all reasonable business opportunities presented to Licensee or Licensor for the Territory. Neither Licensee nor Licensor may enter into any binding agreement on behalf of the other without express written consent of the other party.

3.2 The Licensee is an independent business and assumes sole liability towards its customers and other third parties concerning compliance with legal and other regulations pertaining to the distribution of the Products in the Territory. The Licensee will ensure all legally required liability insurances are in force for the Territory.

3.3 The Licensor grants to the Licensee all rights and claims to emissions reductions credits, energy efficiency certificates or other governmental incentives or credits as a result of this Licence within the Territory.

3.3.1 In consideration of the grant of the licence as set out in clauses 3.1 and 3.3 above, the Licensee undertakes to purchase the Products from the Licensor and to pay to the Licensor GBP 7.00 per one 475 ml bottle “ex works” of Products as a purchase price, FOB Liverpool, for the right of distribution of the Licensor’s Products together with freight, carriage, packing materials, insurance and taxes for the term set forth in section 9 of this License Agreement

3.4 The Licensee may establish a sales network consisting of sales representatives and other sales partners in the Territory, provided the sales partners possess the necessary know how and structures, and provided there is not good cause to doubt their suitability. The Licensee shall conduct their business and exploit the market to the standards of good

business practice.

- 3.5 It is expressly agreed that the Licensee shall refrain from negotiating transactions outside the Territory and from distributing the Products outside the Territory without obtaining the prior written consent from the Licensor.
- 3.6 The Licensor agrees to manufacture ship and invoice to the Licensee all product necessary to meet the demand and on order quantity generated by the Licensor as a result of sales throughout the Territory.
- 3.7 The Licensor agrees to work with the Licensee in the identification, development, installation and / or sub-contracting, of a manufacturing facility located within the Licensee's Territory, for the purpose of producing product and maximizing market opportunity. The parties agree that if the Products are to be manufactured within the Territory then the Licensor or its nominee is to own 60% of the shareholding in the new company to be formed for that purpose with the Licensee holding the remaining 40% of shares.
- 3.8 The Licensee agrees to furnish the Licensor with quarterly statements covering the amount of orders and the amount of invoices in connection with customers in the Territory. In addition, the Licensee agrees to furnish a year end audited financial statement at the time of filing previous year taxes. The Licensee will make available t o the Licensor access to its premises and all books and records of account regarding t h e Products upon notice and during normal business hours.

4. **Conditions of Payment**

- 4.1 The Licensee shall make payment of 50% of the invoice value upon receipt of the Products, services or support received from Licensor and the balance of the invoice value shall be paid within 60 days of the invoice date. The only exception to this is on an individual invoice basis, where agreement from Licensor must be sought and obtained via Email 30 days before the balance of the invoice payment is due, if a variation of payment terms is required. The Licensor reserves the right to withdraw the credit facility at any time.
- 4.2 So far as payment of the Licensor's invoices is concerned, time is of the essence, and if the Licensee does not make the payments on the due date, or if any payment made is subsequently revoked or redebited, then , without prejudice to any other remedy
- 4.2.1 the Licensor may withhold or suspend supply of Products;
- 4.2.2 all sums owing by the Licensee to the Licensor on any account shall be due and payable immediately;
- 4.2.3 the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 shall apply;
- 4.2.4 the Licensee will indemnify the Licensor against all loss damage costs and expenses (including legal expenses on a full indemnity basis) incurred by the Licensor;
- 4.2.5 the Licensor may terminate this agreement and if it does so the respective rights and liabilities under this agreement has been lawfully terminated by the Licensor for breach by the Licensee
- 4.3 Unless otherwise stated all prices quoted exclude delivery charges, VAT and

any other tax or duties which will be added to the Price payable by the Licensee. Any clerical or arithmetic errors on either the quotation or the order acknowledgement are subject to correction by the Licensor. Should the Licensee be eligible for either or both VAT exemption or Import duty relief it is the Licensee's sole responsibility to supply with the Order the necessary certification to allow the Licensor to process the Order accordingly. Should such certifications not be available at the time of Order the Licensor has the right to invoice the Licensee for the full amount due, excluding such exemptions or relief, and it shall then be the sole responsibility of the Licensee to reclaim such payments from the relevant Government bodies.

4.4 Invoices shall be payable in accordance with Clause 4.1 above failing which, interest shall accrue (on a daily basis) on the full amount due at the annual rate of 4% above the NatWest Bank base rate until payment (including of accrued interest) is made in full.

4.5 **Title to the Products and the Passing of Risk**

4.5.1 Risk in the Products shall pass to the Licensee upon delivery by the Licensor or its carriers to the Licensee or his agent and the Licensor shall not be liable for any loss or damage to the Products from the time that the Products are so delivered.

4.5.2. Notwithstanding delivery, acceptance and passing of risk, title to any Products to be sold to the Licensee shall not pass to the Licensee and shall be retained by the Licensor until full payment of all monies due on any account has been received by the Licensor from the Licensee, unless otherwise agreed to in writing from Licensor to Licensee.

4.5.3. Until such time as title in the Products has passed to the Licensee:

4.5.3.1. the Licensee shall, subject to the Licensor's rights hereunder

4.5.3.1.1 hold the Products as the Licensor's fiduciary agent and be entitled to use the same in the ordinary course of the Licensee's business;

4.5.3.1.2 but shall not sell or part with possession thereof;

4.5.3.1.3. store the Products separately from any goods belonging to the Licensee or any third party, and keep the Products clearly marked and identifiable as being the property of the Licensor;

4.5.3.1.4. cause to be added to its audited accounts for each year a note that the Products supplied by the Licensor are subject to retention of title and shall be the property of the Licensor until full payment has been made ; and

4.5.3.1.5 insure such Products to their replacement value naming the Licensor as the loss payee until all payments to the Licensor have been made; the Licensee shall forthwith upon request provide the Licensor with a certificate of such insurance.

4.5.3.2. the Licensor:

4.5.3.2.1. shall be entitled to enter the Licensee's premises upon reasonable notice to verify the Licensee's compliance with the preceding clause;

4.5.3.2.2. shall be entitled to repossess at any time any Products in which title remains vested in the Licensor and for this purpose at any time and without notice the Licensor may enter upon any

premises in which the Products or any part thereof are installed,
stored or kept, or are reasonably believed so to be;
4.5.3.2.3. shall be entitled to seek a court injunction or equivalent
judicial order under the applicable law of this Agreement to
prevent the Licensee from selling, transferring or otherwise
disposing of the Products.

5. **PRICE STRUCTURING**

5.1 The subscription prices for the Products are recorded in the price lists of the Licensor.

The currently valid price is located in attachment 1. They exclude all taxes and deductions payable in the Territory.

5.2 The Licensor will hold the price set out in Clause 3.4 until 30th June 2009. Thereafter the Licensor is entitled to alter the prices upon giving 30 (thirty) days notice of same.

The Licensor undertakes not to increase the price of the Products unduly and will endeavour to restrict said increases to external increases imposed upon the Licensor by its suppliers and or providers.

5.3 The Licensee is free in price structuring with respect to its customers and is not subject to any restrictions on the part of the Licensor. The Licensee shall send a copy of its price list to the Licensor on a quarterly basis, reflecting the current trade and retail prices for the Products.

5.4 The Licensee is not an employee of the Licensor for any purpose whatsoever, but is an independent licensee. The Licensor is interested only in the results obtained by the Licensee, who shall have sole control of the manner and means of performing under

this agreement. The Licensee shall be responsible for the Licensee's taxes. All expenses and disbursements incurred by the Licensee in connection with its sales activities shall be borne wholly and completely by the Licensee. The Licensee does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding on the Licensor unless the Licensor shall consent thereto in writing. The Licensee shall have the right to appoint and shall be solely responsible for its own agents, salespersons, employees, agents and representatives who shall be at the Licensee's own risk, expense and supervision and shall not have any claim against the Licensor for compensation or reimbursement unless otherwise agreed to in writing by Licensor.

6. MINIMUM PURCHASES

6.1 The Licensee agrees to make the following minimum purchase of the Products:

First year of contract:	25,000 Litres of Products
Second year of contract	100,000 Litres of Products
Third year of contract	250,000 Litres of Products

6.2 Should the Licensee fail to achieve sales of 10,000 litres of the Products within the Territory within the first 12 (Twelve) months of the date of this Agreement, the Licensor shall be entitled to cancel the Licensee's right of distribution and sale with immediate effect.

7. Discontinued, Upgrading, Improving Products.

7.1 The Licensor hereby undertakes to inform the Licensee of the discontinuation of its

Products immediately it is known, for whatever reason.

7.2 To the extent that the Licensor or any of its affiliates develops or otherwise obtains New Products or Improvements, the Licensor shall give the Licensee written notice (and may use e-mail as the means of providing this notice) of such New Products or Improvements not less than ninety (90) days prior to the date such products are first offered for sale or otherwise made available by the Licensor or any of its affiliates to customers or prospective customers. Such written notice shall include the terms upon which such New Products or Improvements will be made available to existing and prospective customers and such other information as is reasonably necessary for Agent to understand the impact of the New Products or Improvements on the market for the Products. In addition, such written notice shall include the anticipated sale price (the "Anticipated Sale Price") of each New Product or Improvement. The Anticipated Sale Price of each New Product or Improvement shall be reasonably consistent with the prices established under this Agreement for the comparable other Products set forth in Schedule 2.

8. Term

This agreement shall come into force on July 11th 2008 and shall in any event terminate on the last day of the month July 10th 2023. The Licensor will have the right to review the License with Licensee every Three years.

9. Use and protection of Intellectual Property

9.1 The Licensee may use the Intellectual Property as part of the Licensee's name or the name of any entity associated with it though the Licensee is not entitled to

represent the Licensor in any legal transactions.

9.2 The Licensee may not assign the benefit of this Agreement nor grant any sub-licence or otherwise deal with its rights under this Agreement

9.3 The Licensee undertakes not to derive any rights pertaining to trade marks, text and text image trade marks, and trade marks outside of this agreement through the use of trade marks, text, image and text image trade marks, as well as the trade mark “CATACLEAN”. Further the Licensee also undertakes not to use the text, trade marks, or “ CATACLEAN ” name should this License agreement be withdrawn unless with the Licensor’s express written permission.

9.4 The Licensee shall not be entitled to offer or distribute the Products in any other package or size or description or make up other than allowed by the Licensor and written permission is expressly given.

9.5 In order to ensure the overall unity of the trade name “CATACLEAN”, the Licensee shall provide a corporate identity for same. As a representative serving the Territory the Licensee undertakes that all public relations material (particularly advertising brochures, advertisements, product information, business cards, etc) which they design or have designed in connection with the distribution of the Products will be discussed in advance with the Licensor and approved by the Licensor in writing (Email correspondence accepted for this) before being passed to or otherwise distributed to customers or other third parties.

9.6 In the case of contraventions arising from this Clause 10 the Licensor will be entitled to receive compensation as decided by the arbitrator duly appointed pursuant to Clause 18.

10 Action against third parties

10.1 The parties to this contract agree to inform each other immediately and in writing, retaining proof of communication, of all such third parties within the Territory who are alleged of infringement actions. Licensor will rely on the conditions and market expertise of licensee regarding such potential claims and will work in good faith with Licensor to prevent any pre-emptive action by a third party. Licensee agrees to assist with any in country representation sought by Licensor and agrees to act as liaison for the purpose of defending said infringement.

10.2 If it should be necessary to take legal action, either in or outside court, against third parties who have infringed in the rights of the Licensee, the Licensor or the Products, particularly for purposes of competition within the Territory, the Licensee is expected to take all necessary steps to defend its rights and the reputation of the Licensor after prior discussions with the Licensor, and the Licensee shall bear costs of enforcing such infringement. If the Licensor instructs the Licensee to take such action at their behest, the Licensee shall be obliged to do so, but shall not bear the costs of doing so.

10.3 If the Licensee fails to take any such action against third parties or to require the Licensor to do so the Licensor may serve Notice on the Licensee and on the expiry of 7 days after the service of such Notice the Licensor shall be entitled to prosecute such action itself and at its own expense provided that the Licensee has not served Notice within the 7 day period of its own intention to take action. If required to do so by the Licensor the Licensee shall co-operate fully with the Licensor in any such action, the Licensee's

expenses incurred in doing so being borne by the Licensor

10.4 All damages recovered from third parties shall be the exclusive property of the party who has taken the action and recovered the damages provided that the Licensor and the Licensee shall be entitled to recover any expenses which it has incurred in assisting with the action

11. Obligation to Confidentiality

11.1 The parties to this Licence hereby undertake to maintain the strictest confidentiality with respect to information and documents placed at one another's mutual disposal in connection with this Licence, including the contents of this Licence, as well as other internal procedures and company secrets of the other party (hereinafter referred to as "the information").

11.2 The confidentiality obligation shall remain in force for a period of 2 years after termination of this agreement.

11.3 The Licensee shall pass on the information only to those employees and other individuals who require this information for the proper fulfilment of the obligations of the Licensee arising out of this agreement. In this case, the Licensee shall impose its obligation of confidentiality on respective employees or any other contractual partner for the period as in clause 11.2 above even after termination of employment or agreement. The Licensee shall be directly liable to the Licensor in the event of a breach of confidentiality by them or any person or entities connected with them.

12 Exclusion of Liability

The Licensee shall save the Licensor harmless from and against and indemnify the Licensor for all liability, loss, costs, expense or damages whatsoever caused by reason of any of the Products (whether or not defective or covered by warranty) and any act or omission of the Licensee, including but not limited to any injury (whether to body, property of personal or business character or reputation) sustained by any person or organization or to any person or to property whether from breach of warranty, products liability, infringement or any patent rights or other rights of third parties and whether from any violation of laws or regulations governing the Products or their sale which may result from the sale or distribution of the Products by the Licensee, provided that the Licensor shall not be entitled to any indemnification from the Licensee to the extent such liability, loss, costs, expense or damages directly results from the Licensor's gross negligence or wilful misconduct. The Licensee agrees to include the Licensor as an insured in all policies of the Licensee which provide protection or indemnity against any liability to customers, consumers or third parties as to any liability or responsibility referred to above. The parties agree to work together to develop customer agreements that will limit their potential liability to customers.

13 Severance

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void voidable or illegal the remaining provisions shall continue to apply. The contractual parties undertake to replace the invalidated provision without delay and to agree on a new provision which is as close as possible to the economic intention of the invalidated provision.

14 No agency or partnership

The parties are not partners or joint venturers nor is the Licensee entitled to act as the Licensors's agent nor shall the licensor be liable in respect of any representation act or omission of the Licensee of whatever nature

15 Notices

Any Notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post or facsimile transmission in the case of the Licensee to the address stated above and in the case of the Licensor at the address stated above or in either case any other address Notice of which has been given to the other parties in accordance with the provisions of this clause 16 and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct number (with correct answer back) of the addressee. For the avoidance of doubt, the provisions of this Clause 15 shall apply in relation to the service of any claim form, application notice, order, judgement or other document relating to or in connection with any proceeding, suit or action arising out of or in connection with this Agreement

16. Competition provision / Liability

16.1 For the period of 2 years from the date of this agreement, the Licensee undertakes that it will not produce, sell or represent, announce or offer any products of its kind in design or make-up, or anything similar to the Products which stand or could come into direct or indirect competition with the Products, without an express written consent or release from Licensor.

16.2 In cases of contravention of this section the Licensee undertakes to compensate the Licensor to an amount agreed to by means of independent arbitration.

17. Arbitration

Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Agreement, its application or interpretation, or the breach thereof, which cannot be settled amicably by the parties, shall be referred to a single arbitrator to be agreed upon by the parties or (failing agreement) to be appointed by the then President of the Chartered Institute of Arbitrators of England & Wales, such arbitrator to have all powers conferred on arbitrators by the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof.

18. Termination for Cause

18.1 The contractual relationship can be dissolved prior to the expiry of the Term by either party without notice of termination if the other party materially breaches any term or provision of this agreement or if compelling grounds are present. In particular, compelling grounds are considered to be of the following:

- (a) Deliberate or grossly negligent contravention of one or more of the stipulations of the agreement by one of the parties.
- (b) If one of the parties becomes insolvent, or enters into a composition with its creditors. An insolvency proceeding is to be regarded as equivalent to a Chapter-11 proceeding.
- (c) A substantial change in the ownership or management relationships of the Licensee,

unless this does not lead to any threats to the interests of the Licensor.

(d) The annual minimum purchases falls 10% or more below the figures described above in clause 6. In the event of minimum purchase amounts not being fulfilled within the given period, a subsequent time limit of one quarter shall come into effect in which a new agreement shall be arranged according to economic conditions. If this does not come about, one of the parties can withdraw from the contract within the subsequent quarter after giving written notice.

(e) One of the parties commits a criminal act, which is harmful to the business.

(f) The Licensee is prohibited by law from selling or distributing the Products, in the course of its performance of this agreement.

18.2 If, in accordance with this Clause 19 the Licensor or Licensee terminates this Licence agreement on compelling grounds, the Licensee undertakes to continue distributing the Products in the Territory for a further three months post termination.

18.3 The Licence will terminate upon the Termination or expiration of the term of this Agreement. The termination and ending of this agreement as such shall not affect any individual transactions already concluded between the Licensee and the Licensor. In the case of an orderly termination, the Licensor shall continue to supply the Licensee so that it can continue to honour transactions concluded with third parties in accordance with regular business until the termination has come into effect.

18.4 Upon ending of the contractual relationship, the Licensor is entitled but not obliged to re-purchase unsold Products from the Licensee at the price charged.

18.5 Upon the expiration or termination of this Agreement for any reason, the Licensee shall promptly return to the Licensor all promotional material, order forms, supplies, product samples and car stock provided by the Licensor to the Licensee in connection herewith. The Licensee undertakes to hand over or transfer to the Licensor immediately all documents and rights provided by the Licensor which might be of importance for the mobility of the Products within the Territory. If the approval or permission of third parties is required for the transfer of such documents or any costs applicable, the costs of transfer pertaining to these documents or rights shall be carried by the Licensor.

19. Governing law

This Agreement shall be governed by the law of England and Wales in every particular including formation and interpretation and shall be deemed to have been made within England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

20. Transmission of benefit

This Agreement shall be binding upon and inure to the benefit of the Licensee and its successors

21. Whole Agreement

The parties hereto agree that this Agreement constitutes and expresses the whole agreement of the parties with reference to the subject matter hereof and supersedes all prior promises, undertakings, representations, agreements, understandings and arrangements, whether oral

or written. This Agreement may be modified or amended in whole or in part from time to time only by a written agreement signed by all parties and delivered by each to the other prior to the effective date of such modification or amendment.

22. Option to purchase

The Licensor grants to the Licensee the unconditional right of first refusal (ROFR) to purchase the Licence from the Licensor for the Territory. In the event that the Licensor and or the Licensee is contacted by a third party interested in the purchase of said rights, the Licensor and or the Licensee must disclose the identity of such third party to the other party within 5 business days of contact from any third party regarding rights purchase. The Licensor must allow the Licensee a minimum of 7 days and a maximum of 21 days to evaluate any interest in the purchase of rights from a third party.

AS WITNESS the parties have executed this Agreement as deed on the above date.

FIRST SCHEDULE

Intellectual Property

“Cataclean” and/or any associated marks, logos and any rights in or to the same

SECOND SCHEDULE

The Products

1. Cataclean catalytic converter cleaning system under Patent #'s GB 2333048 and 6,843,813 B1
2. Cataclean characters, icons, logos, images and videos
3. Cataclean consumer portal
4. All supporting or related research, testing, documentation and similar items related to the foregoing product
5. All professional, consulting and other services related to Cataclean (collectively, "Professional Services")

SIGNED as a deed by **ROSS BAIGENT** for)
and on behalf of **SYSTEM PRODUCTS UK LIMITED**)
in the presence of :-).....

Witness Signature

Name

Address
.....
.....

Occupation

SIGNED as a deed by **Gregory P. Gannon**)
for and on behalf of **CATACLEAN AMERICAS LLC**)
in the presence of :-).....

Witness Signature

Name Rory O'Connor

Address 6459 West Quaker Street

Orchard Park, NY 14127

Occupation Managing Director